

IN THE SUPREME COURT OF THE STATE OF NEVADA

Case No. 80884

Electronically Filed
~~Jul 31 2020~~ 11:49 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

FRANCHISE TAX BOARD OF THE STATE OF CALIFORNIA

Appellant,

v.

GILBERT P. HYATT

Respondent.

Appeal Regarding Judgment and Post-Judgment Orders
Eighth Judicial District Court
District Court Case No.: A382999

**APPELLANT'S
APPENDIX VOLUME 9**

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Attorneys for Appellant

CHRONOLOGICAL INDEX TO APPELLANT'S APPENDIX

DATE	DOCUMENT	VOLUME	PAGE	RANGE
8/5/2019	Order of Remand	1	AA000001	AA000002
8/13/2019	Notice of Hearing	1	AA000003	AA000004
9/25/2019	Recorder's Transcript of Pending Motions	1	AA000005	AA000018
10/15/2019	FTB's Briefing re the Requirement of Entry of Judgment in FTB's Favor and Determination that FTB is Prevailing Party	1	AA000019	AA000039
10/15/2019	Appendix of Exhibits in Support of FTB's Briefing re the Requirement of Entry of Judgment in FTB's Favor and Determination that FTB is Prevailing Party – Volume 1	2	AA000040	AA000281
10/15/2019	Appendix of Exhibits in Support of FTB's Briefing re the Requirement of Entry of Judgment in FTB's Favor and Determination that FTB is Prevailing Party – Volume 2	3-4	AA000282	AA000534
10/15/2019	Appendix of Exhibits in Support of FTB's Briefing re the Requirement of Entry of Judgment in FTB's Favor and Determination that FTB is Prevailing Party – Volume 3	5	AA000535	AA000706

DATE	DOCUMENT	VOLUME	PAGE	RANGE
10/15/2019	Plaintiff Gilbert Hyatt's Brief in Support of Proposed Form of Judgment that Finds No Prevailing Party in the Litigation and No Award of Attorneys' Fees or Costs to Either Party	6-9	AA000707	AA001551
2/21/2020	Judgment	10	AA001552	AA001561
2/26/2020	Notice of Entry of Judgment	10	AA001562	AA001573
2/26/2020	FTB's Verified Memorandum of Costs	10	AA001574	AA001585
2/26/2020	Appendix to FTB's Verified Memorandum of Costs – Volume 1	10	AA001586	AA001790
2/26/2020	Appendix to FTB's Verified Memorandum of Costs – Volume 2	11-12	AA001791	AA002047
2/26/2020	Appendix to FTB's Verified Memorandum of Costs – Volume 3	13-14	AA002048	AA002409
2/26/2020	Appendix to FTB's Verified Memorandum of Costs – Volume 4	15	AA002410	AA002615
2/26/2020	Appendix to FTB's Verified Memorandum of Costs – Volume 5	16	AA002616	AA002814
2/26/2020	Appendix to FTB's Verified Memorandum of Costs – Volume 6	17	AA002815	AA003063
2/26/2020	Appendix to FTB's Verified Memorandum of Costs – Volume 7	18	AA003064	AA003313
2/26/2020	Appendix to FTB's Verified Memorandum of Costs – Volume 8	19-20	AA003314	AA003563

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2/26/2020	Appendix to FTB's Verified Memorandum of Costs – Volume 9	21-22	AA003564	AA003810
2/26/2020	Appendix to FTB's Verified Memorandum of Costs – Volume 10	23-24	AA003811	AA004075
2/26/2020	Appendix to FTB's Verified Memorandum of Costs – Volume 11	25-26	AA004076	AA004339
2/26/2020	Appendix to FTB's Verified Memorandum of Costs – Volume 12	27-28	AA004340	AA004590
2/26/2020	Appendix to FTB's Verified Memorandum of Costs – Volume 13	29-30	AA004591	AA004845
2/26/2020	Appendix to FTB's Verified Memorandum of Costs – Volume 14	31-32	AA004846	AA005125
2/26/2020	Appendix to FTB's Verified Memorandum of Costs – Volume 15	33	AA005126	AA005212
2/26/2020	Appendix to FTB's Verified Memorandum of Costs – Volume 16	34	AA005213	AA005404
2/26/2020	Appendix to FTB's Verified Memorandum of Costs – Volume 17	35	AA005405	AA005507
3/02/2020	Plaintiff Gilbert P. Hyatt's Motion to Strike, Motion to Retax, and Alternatively, Motion for Extension of Time to Provide Additional Basis to Retax Costs	35	AA005508	AA005518
3/13/2020	FTB's Motion for Attorney's Fees Pursuant to NRC 68	35	AA005519	AA005545

DATE	DOCUMENT	VOLUME	PAGE	RANGE
3/13/2020	Appendix to FTB's Motion for Attorney's Fees Pursuant to NRCP 68	36	AA005546	AA005722
3/16/2020	FTB's Opposition to Plaintiff Gilbert Hyatt's Motion to Strike, Motion to Retax and, Alternatively, Motion for Extension of Time to Provide Additional Basis to Retax Costs	37	AA005723	AA005749
3/20/2020	FTB's Notice of Appeal of Judgment	37	AA005750	AA005762
3/27/2020	Plaintiff Gilbert P Hyatt's Opposition to FTB's Motion for Attorney's Fees Pursuant to NRCP 68	37	AA005763	AA005787
4/1/2020	Reply in Support of Plaintiff Gilbert P. P Hyatt's Motion to Strike, Motion to Retax and, Alternatively, Motion for Extension of Time to Provide Additional Basis to Retax Costs	37	AA005788	AA005793
4/9/2020	Court Minutes	37	AA005794	AA005795
4/14/2020	FTB's Reply in Support of Motion for Attorney's Fees	37	AA005796	AA005825
4/27/2020	Recorder's Transcript of Pending Motions	37	AA005826	AA005864
6/08/2020	Order Denying FTB's Motion for Attorney's Fees Pursuant to NRCP 68	37	AA005865	AA005868
6/8/2020	Notice of Entry of Order Denying FTB's Motion for Attorney's Fees Pursuant to NRCP 68	37	AA005869	AA005875

DATE	DOCUMENT	VOLUME	PAGE	RANGE
7/2/2020	FTB's Supplemental Notice of Appeal	37	AA005876	AA005885

ALPHABETICAL INDEX TO APPELLANT'S APPENDIX

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Dated this 31st day of July, 2020.

McDONALD CARANO LLP

By: /s/ Pat Lundvall
Pat Lundvall (NSBN 3761)
Rory T. Kay (NSBN 12416)
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Facsimile: (702) 873-9966
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Attorneys for Appellant

CERTIFICATE OF SERVICE

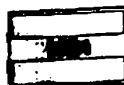
I hereby certify that I am an employee of McDonald Carano LLP, and on the 31st day of July, 2020, a copy of the foregoing document was e-filed and e-served on all registered parties to the Supreme Court's electronic filing system:

/s/ Beau Nelson

An Employee of McDonald Carano LLP

REQ BAI DEL MEDIA TYPE:
 AR2 NUMB: NA
 REF NUMB: 0004226563134706
 ACCT NUMB: NA
 BIN NUMB: NA
 AMOUNT NA
 MEDIA DTE: 04/92 BILL DAY: 19
 COMMENTS NA
 P O BOX 81230
 LAS VEGAS NV891801230

DEPT
 OPERATOR
 DATE REQ
 INQ NUMB
 RANGE
 ROUTE TO: M



CHASE MANHATTAN VISA

The Chase Manhattan Bank N.A.

Make checks or money order payable to CHASE MANHATTAN. Payment must be made in U.S. dollars.

GILBERT P. NYATI
 PO BOX 60028
 LAS VEGAS NV 89160-0028

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FOR CREDITORS: CHASE MANHATTAN BANK GUARANTEES THE "REPRESENT" ON REVERSE. DIRECT REPLY PLEASE REFERENCED TO 7

DATE	DESCRIPTION	CHASE VISA ACCOUNT NUMBER	AMOUNT	PAID
	4500 3198 6226 563 134 706			
06/06	PAY LESS BILLING 0054630	00072	3847	
	LAS VEGAS NV 0407 7416867 5912	00060	15025	
06/06	MIL-PURIT 158400001584	00056	11461	
	LAS VEGAS SH NV 0407 7416867 5310		-1708	
06/06	MIL-PURIT 158400001584		1145	
	LAS VEGAS SH NV 0407 7416867 5310		4853	
06/06	MIL-PURIT 158400001584	00062	-1063	
	LAS VEGAS SH NV 0407 7416867 5310		-2750	
06/13	PAYMENT - THANK YOU	89446	2995	
06/16	SAN-ON 70052479			
	LAS VEGAS NV 0418 7439900 5912			

DATE	DESCRIPTION	CHASE VISA ACCOUNT NUMBER	AMOUNT	PAID

Finance Charges will be imposed on any new Purchase only if the Previous Due Balance is not paid and is left for the Payment Due Date. Finance Charges are imposed on Cash Advances from the day they are made. Amount must be paid in full.

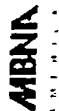
ACCOUNT SUMMARY	PREVIOUS BALANCE	PAYMENTS AND CREDITS	PURCHASES, ADVANCES AND DEBITS	FINANCE CHARGE	NEW BALANCE

REC 151-4704 10-6

0000245 CONFIDENTIAL
 H 00489

ACC # 5329-0312-5816-5925

THE MBNA AM CARD GOLD CARD
1991 YEAR-END SUMMARY OF CHARGES
Transaction Detail



CHARGE CATEGORY	TRANSACTION DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	AMOUNT	CUSTOMER USE	
					BUSINESS/PERSONAL	DEDUCTIBLE
AIRLINE	05/20/91	AMERICAN 0011317219822 ARTESIA	85107211150302378675537	1,082.00		
	08/21/91	AMERICAN 0014082310885 DALLAS	85430421242330136205058	108.00		
	08/21/91	AMERICAN 0014083073537 DALLAS	854304212423301362078467	50.00		
	10/07/91	CONTINEN 0014082310885 DALLAS	75313801298998391222404	92.00		
	10/09/91	AMERICAN 0014082310885 DALLAS	85430421304301362065712	50.00		
	11/26/91	U.S. AIR ARTESIA	78410191337362582238423	118.00		
LODGING	11/26/91	U.S. AIR ARTESIA	78410191337362582238423	118.00		
		AIRLINE TOTAL		1,618.00		
	10/17/91	SHERATON CRYSTAL CITY ARLINGTON	78220001290091295476725	249.74		
	10/21/91	MARRIOTT HOTEL 23007933 DALLAS	80410191295449017325025	26.71		
	10/22/91	HILTON HOTELS TARRYTOWN	70485301296601530950059	396.63		
		LODGING TOTAL		673.08		
CAR RENTAL	10/14/91	ALAMO RENT-A-CAR STERLING	70485301289776326975826	85.11		
	10/16/91	ALAMO RENT-A-CAR STERLING	70485301291776326975822	31.81		
	10/22/91	NATIONAL CAR RENTAL NEWARK	70485301296755080872030	110.08		
	12/16/91	ALLSTATE RENT A CAR LAS VEGAS	80421831350900068119431	98.23		
		CAR RENTAL TOTAL		272.51		
	01/12/91	CHINA BEST RESTAURANT CYPRESS	70326801014099099416346	23.35		
RESTAURANT	10/07/91	MR STOK ANAHEIM	76421181281422219281917	32.12		
	10/19/91	BOBS BIG BOY E00000838 TARRYTOWN	80410191294311009888026	7.30		
	11/26/91	KING DRAGON RESTAURANT CERRITOS	70421261331980126741283	15.05		
	12/03/91	MARIE CALLENDER #50 BUENA PARK	70419951338454175300304	17.75		
	12/04/91	KING DRAGON RESTAURANT CERRITOS	704212613339880156740213	16.78		
		MARIE CALLENDER #50 BUENA PARK RESTAURANT TOTAL	704199513339880156740213	128.50		
DEPARTMENT STORES	12/13/91	K MART 00004369 LAS VEGAS	80410181349904369347030	112.83		
		DEPARTMENT STORES TOTAL		112.83		
SPECIALTY STORES	04/30/91	COMP USA FOUNTAIN VAL CA	70267001121992721191105	108.20		
	05/06/91	COMP USA FOUNTAIN VAL CA	70267001121992727203668	105.49		
		SPECIALTY STORES TOTAL		214.69		
MEDICAL	05/16/91	DRUG EMPORIUM #803 LAPALMA	70411301137901997586005	27.39		
		MEDICAL TOTAL		27.39		
OTHER CHARGES	05/14/91	VENICE 800-937-4884 LOS ANGELES	79422531135043209024336	11.88		
	05/15/91	HENJAN ENTERTAINMENT TARRAZA	79431841135500078377592	10.00		
	05/15/91	TELE GROUP SERVICES ENCINO	79431841135272138378149	20.00		
	05/15/91	HENJAN ENTERTAINMENT TARRAZA	79431841135500078377592	37.50		
	05/15/91	GARAGE DOOR REPAIR CYPRESS	80425571135980020590543	58.00		
	05/16/91	HENJAN ENTERTAINMENT TARRAZA	79431841136500078377591	12.50		

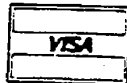
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ARA00246
AA001307

REF NUMB: NA
 ACCT NUMB: 0004226563134706
 BIN NUMB: NA
 AMOUNT: NA
 MEDIA DTE: 11/91
 COMMENTS: NA
 P O BOX: 811330
 LAS VEGAS NV 891801330

D OPERATOR: ACUSRV
 DATE REQ: QV2
 INQ NUMB: 01/18/95
 RANGE: 9501873500QV2
 ROUTE TO: 11 OF 18
 M



CHASE MANHATTAN VISA

The Chase Manhattan Bank (USA), N.A.

Make check or money order payable to CHASE BANK (USA). Payment must be made in U.S. dollars.

Please indicate any change of name and address here

GILBERT P HYATT
 P.O. BOX 3357
 CERRITOS CA 90703-3357

FOR QUESTIONS CONCERNING THIS STATEMENT SEE "INQUIRIES" OR PERSONAL DIRECT TELEPHONE INQUIRIES TO 800-441-7681

DATE	DESCRIPTION	DEBIT	CREDIT	BALANCE	MINIMUM PAYMENT	FINANCE CHARGE	NEW BALANCE
10/26	ADJUSTMENT TO RETAIL PURCH BAL	-113400					
10/26	ADJ RETAIL PURCH FINANCE CHARGE	-4197					
10/26	KING DRAGON RESTAURANT	23172					
	CERRITOS CA 1029 7473156 5812						
11/08	KING DRAGON RESTAURANT	89601					
	CERRITOS CA 1112 7473156 5812						
11/10	FIDDLERS FULLERTON	89736					
	FULLERTON CA 1112 7460770 5812						
11/13	PAYMENT - THANK YOU		33775				
11/14	IEEE	000					
	PISCATAWAY NJ 1116 7431301 7399						
	CHASE BONUS \$ ADDED THIS MONTH USED						
	1788 + 184 - 0						
	BONUS \$ AVAILABLE						
	= 1604						
YOU MAY SKIP THIS MONTH'S PAYMENT. IF YOU CHOOSE TO DO SO, THEN DO NOT MAKE A PAYMENT UNTIL NEXT MONTH. FINANCE CHARGES ACCRUE.							

DATE	DESCRIPTION	DEBIT	CREDIT	BALANCE	MINIMUM PAYMENT	FINANCE CHARGE	NEW BALANCE
79	PURCHASES	1650	1960	50 A			
	CASH ADVANCES	1650	1960	23 A			

Finance Charges will be imposed on any new Purchase only if the Purchases New Balance is not paid and credited in full by the Payment Due Date. Finance Charges are imposed on Cash Advances from the day they are posted to your Account until paid in full.

DATE	DESCRIPTION	DEBIT	CREDIT	BALANCE	MINIMUM PAYMENT	FINANCE CHARGE	NEW BALANCE
00	TOTAL PURCHASES	150072	151372	21264			
00	TOTAL	150072	151372	21264			
20	TOTAL	150072	151372	21264			

0000247

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ARA00247
 AA001308

ACCOUNT 329-0312-5816-5925



1996 Year-End Summary of Charges Transaction Detail

Your Gold Card
MBNA America Customers can now pass their Gold Card status on to family members and business associates. Just call the toll-free Customer Satisfaction number and tell us who you'd like added to your account. Cards will be issued in the authorized user's name and will be sent to your home for security purposes. For more information, call toll-free 1-800-421-2110.

TRANSACTION DATE	TRANSACTION DESCRIPTION	REFERENCE NUMBER	AMOUNT	CUSTOMER USE
CHARGE CATEGORY				BUSINESS/ PERSONAL DEDUCTIBLE
AIRLINE	AMERICAN 0014063305471 LOS ANGELES CA	65430422017301362046593	80.00	
	CONTINEN LOS ANGELES US	79313802021988391883709	92.00CR	
	SOUTHWES LOS ANGELES CA	70414462224412062834009	56.00	
	AIRLINE TOTAL	70414462224412062834017	56.00	
			100.00	
LODGING	MARRIOTT HOTELS TARRYTOWN NY	70485302011276011725959	161.00	
	MIRAGE, THE LAS VEGAS NV	784216321769030880318674	16.70	
	EL RANCHO HOTEL CASINO LAS VEGAS NV	85308702176902337021014	22.73	
	HORSESHOE CLUB INC. LAS VEGAS NV	75421632176903087026866	27.71	
	MIRAGE, THE LAS VEGAS NV	78421632182903130026760	27.13	
	DUNES HOTEL LAS VEGAS NV	7542163218390300002052	29.75	
	DUNES HOTEL LAS VEGAS NV	75421632204903297006746	15.89	
	LAS VEGAS SANDS INC LAS VEGAS NV	75308702240902493053254	44.41	
	MIRAGE, THE LAS VEGAS NV	78421632247903002005714	7.50	
	MIRAGE, THE LAS VEGAS NV	78421632248903011004820	55.35	
	IMPERIAL PALACE LAS VEGAS NV	85308702265802177073671	10.41	
	MIRAGE, THE LAS VEGAS NV	78421632280303005026142	144.66	
	MIRAGE, THE LAS VEGAS NV	784216322894903015037362	33.15	
	THE WATERFRONT HILTON HUNTINGTON B CA	70277002333503320000445	40.85	
	THE WATERFRONT HILTON HUNTINGTON B CA	70277002333503320000776	392.10	
	THE WATERFRONT HILTON HUNTINGTON B CA	70277002342503320000206	143.00	
	BRECKENRIDGE HILTON BRECKENRIDGE CO	70277002342503320001287	8.76	
	LODGING TOTAL	89328402350633500134929	1.62	
			2,945.04	
			12.45	
			4,140.21	
CAR RENTAL	NATIONAL CAR RENTAL WASHINGTON DC	70485302020755222447023	133.80	
	DOLLAR RENT-A-CAR 76 HUNTINGTON B CA	70485302339206508781392	317.86	
	CAR RENTAL TOTAL		451.66	
RESTAURANT	DIAMOND CHINA RSTRNT LAS VEGAS NV	7830870135232104879702	21.60	
	DANTE RESTAURANT GREAT FALLS VA	75325402024387024352354	127.10	
	COUNTRY INN LAS VEGAS NV	70416192183100901830094	11.45	
	SHERWOOD FST/EXCALIBUR LAS VEGAS NV	80421632202508041800748	11.50	
	COUNTRY INN LAS VEGAS NV	70416192216100902180096	16.88	
	DENNY'S RESTAURANT-ART ARTESIA CA	80418362220970192300119	6.38	
	DENNY'S INC 00017525 BELLFLOWER CA	70414462220404185588674	8.00	
	DENNY'S INC 00017525 BELLFLOWER CA	70414462220404185588674	14.17	
	SAN TONG CHINESE REST ARTESIA CA	80420892220210028613027	11.00	
	STIZZLER #11051 LAS VEGAS NV	7044292222054311094707	17.09	
	KEUKEN DUTCH #57 LAS VEGAS NV	80308702223500325881284	12.56	
	COUNTRY INN LAS VEGAS NV	70416192231100902310098	14.34	
	OSAKA RESTAURANT LAS VEGAS NV	75308702248902574022431	22.14	

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AA001309

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

333 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-1270
TELEPHONE: (818) 336-2942



1/06/95

Mr. Michael W. Kern CPA
c/o Piercy, Bowler, Taylor, & Kern
6600 West Charleston Blvd. Suite 118
Las Vegas, Nevada 89102

Re: Gilbert P. Hyatt
1991

Dear Mr. Kern:

Based upon our telephone conversation yesterday, I am submitting the following revised list as a document request for items needed to complete the audit. You had indicated your concern about the cost which the taxpayer would have to bear in order to photocopy all of the documentation.

As I had explained to you on the telephone, I am not questioning whether or not Mr. Hyatt is in Nevada; I am trying to establish the date that he left California. The copies of the checks and credit card statements are required by our legal department. This documentation is necessary for analysis purposes to determine a pattern of the taxpayer's spending habits and to determine when the taxpayer severed ties with California and established ties in the state of Nevada.

The audit may not necessarily be limited to these items. Please send copies of the following items to my office by January 23, 1995:

1. Provide copies of any receipts, contracts, or other documentation for moving expenses which the taxpayer incurred in moving to Las Vegas.
(You had indicated in our phone conversation that the taxpayer owned a trailer and moved himself to California. Please send any documentation such as purchase receipts, registration, insurance, etc. to substantiate ownership of the trailer.)
2. Provide a list of all of the taxpayer's bank accounts which were active during years 1990, 1991, and 1992.
Include the location of each bank and the account number.

0000249

ARA00249
AA001310

3. Provide a list of all of the taxpayer's credit cards which were held by the taxpayer during years 1990, 1991, and 1992. Include the account numbers.
(As I had indicated in our conversation, I will contact the credit card companies myself, rather than have the taxpayer photocopy all of this information.)
4. Provide copies of all phone bills for 1991 and 1992, including the final California phone bill and the Nevada phone bills. Also provide any bills for cellular phones owned by the taxpayer.
5. Provide a list of all doctors and dentists which the taxpayer visited during 1990, 1991, and 1992.

Thank you for your cooperation in this matter.
If you have any questions, please feel free to call.

Sheila Cox
Tax Auditor

0000250

11-11-16



STATE OF CALIFORNIA

ANCHISE TAX BOARD
33 N. GLENDALE BLVD., STE. 200
BURBANK, CA 91502-1170

Mr. Michael W. Kern CPA
c/o Piercy, Bowler, Taylor, & Kern
6100 Elton Ave. #1000
Las Vegas, Nevada 89107

Re: Gilbert P. Hyatt
1991

Dear Mr. Kern:

I have received your letter dated January 10, 1995. Based upon our telephone conversation on January 5, 1995, I am submitting the following revised list as a document request for items needed to complete the audit. You had indicated your concern about the cost which the taxpayer would have to bear in order to photocopy all of the documentation.

As I had explained to you on the telephone, I am not questioning whether or not Mr. Hyatt is in Nevada; I am trying to establish the date that he left California. The copies of the checks and credit card statements are required by our legal department. This documentation is necessary for analysis purposes to determine a pattern of the taxpayer's spending habits and to determine when the taxpayer severed ties with California and established ties in the state of Nevada.

The audit may not necessarily be limited to these items. Please send copies of the following items to my office by February 3, 1995:

1. Provide copies of any receipts, contracts, or other documentation for moving expenses which the taxpayer incurred in moving to Las Vegas.
(You had indicated in our phone conversation that the taxpayer owned a trailer and moved himself to California. Please send any documentation such as purchase receipts, registration, insurance, etc. to substantiate ownership of the trailer.)

0000251

2. Provide a list of all of the taxpayer's bank accounts which were active during years 1990, 1991, and 1992. Include the location of each bank and the account numbers. (As I had indicated in our conversation, I am willing to contact the banks myself, rather than have the taxpayer photocopy all of this information.)

As you had indicated in your letter dated 1/10/95 that you would provide a list of the banks and the cancelled checks, copies of the bank statements are also being requested.

3. Provide a list of all of the taxpayer's credit cards which were held by the taxpayer during years 1990, 1991, and 1992. Include the account numbers. (As I had indicated in our conversation, I am willing to contact the credit card companies myself, rather than have the taxpayer photocopy all of this information.)

As you had indicated in your letter dated 1/10/95 that you would provide a list of the credit card accounts, copies of the credit card statements are also being requested.

4. Provide copies of all phone bills for 1991 and 1992, including the final California phone bill and the Nevada phone bills. Also provide any bills for cellular phones owned by the taxpayer.
5. Provide a list of all doctors and dentists which the taxpayer visited during 1990, 1991, and 1992.

As we had discussed, I will be willing to request any of the information from third parties myself if it is too voluminous to photocopy.

Thank you for your cooperation in this matter.
If you have any questions, please feel free to call.

Sherila Cox
Tax Analyst

0000252

11 01 1997

Se 3/1/95



STATE OF CALIFORNIA

FRANCHISE TAX BOARD

33 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-1170 556-2942
TELEPHONE: (818)

3/1/95

Mr. Michael W. Kern CPA
c/o Piercy, Bowler, Taylor, & Kern
6100 Elton Ave. #1000
Las Vegas, Nevada 89107

Re: Gilbert P. Hyatt
1991

Dear Mr. Kern:

Based upon my meeting with Mr. Eugene Cowan at his office last week, I am submitting the following revised list as a document request for items needed to complete the audit. You had indicated your concern about the taxpayer's privacy. I have given Mr. Cowan documentation regarding the FTB Security and Disclosure Policy. I can assure you that all documents sent to me will be kept private.

I had indicated to Mr. Cowan that I will need copies of all of the bank information which I examined at his office on February 23, 1995. He said that he would send copies of these documents to me. I had also indicated that I would need to request the other bank information for the California bank accounts. In order to do this, I will need signed authorization from the taxpayer. Mr. Cowan had indicated that the taxpayer would be willing to do so. I have enclosed the FTB Form 2590 for each entity. Please have the taxpayer sign each form and send these back to me by March 20, 1995.

Some of the information obtained at the meeting was not complete, so I will have to request information such as account numbers, etc. I have indicated on the next page where such additional information is needed.

PS Form 3800, March 1993

Postmark or Date		3/1/95	Cox
Return Receipt Showing to Whom & Date Delivered			
Return Receipt Showing to Whom, Date, and Addressee's Address			
TOTAL Package & Fee		\$	
Certified Mail			
Special Delivery Fee			
Restricted Delivery Fee			
Postage		\$	
Street and No. City, State and Zip Code		6100 Elton Way #1000	
P.O. Box and Zip Code		Las Vegas NV 89107	
Sent to (See Reverse)		c/o Piercy, Bowler, Taylor, Michael W. Kern CPA	

0000253

CONFIDENTIAL
TT 01531

ARA00253

AA001314

The following additional information is needed:

BANK INFORMATION

1. Irvine City Bank Account - Irvine, California
I need the bank account number.
2. Union Bank
Account Name: Pretty, Schroeder, Brueggemann and Clark
Client Trust Account
Account Number: 10051-9635
Routing Number: 12200496

This account was noted during examination of the workpaper file. This account was listed as the payment account for the wire transfer in the Patent Agreement with Mr. Hyatt and Matsushita dated November 4, 1991. This account was also listed in the Patent Agreement with Mr. Hyatt and Fujitsu dated 10/24/91. I need a copy of the bank statement to determine the dates that the wire transfers were made.

3. Franklin Federal Money Fund
Payable through Bank of America
530 Lytton Avenue
P.O. Box 180
Palo Alto, CA 94301

This account was noted during examination of the workpaper file. Please send copies of the bank statements and cancelled checks for 1991 and 1992. If the taxpayer does not have these items, they will be requested with the taxpayer's authorization. See copy of cancelled check from workpaper file

0000254

CONFIDENTIAL

H 01532

CREDIT CARD INFORMATION

4. I will need the taxpayer to request the statements from the credit card companies himself. I have called the credit card companies, and they do not provide third party information. I believe that the cost of obtaining the statements, if any, is minimal. I will need the statements for all of 1991 and all of 1992. The following account statements are needed:

Credit Card Accounts:

Household
4317-3410-1024-2499

Household
5418-2961-4100-6386

Household
5414-7410-1018-2135

Chase
4226-563-134-706

Bank of New York
5417-4000-4552-7056

MBNA
5329-0312-5816-5925

TELEPHONE INFORMATION

Regarding the telephone information, I will investigate to determine how long each company retains the billing statements. At a later date, I may decide to request authorization from the taxpayer to determine dates that the service was established, etc.

Thank you for your cooperation in this matter.
If you have any questions, please feel free to call.

Sheila Cox
Tax Auditor

cc: Eugene Cowan

0000255

CONFIDENTIAL

H 01533

STATE OF CALIFORNIA
FRANCHISE TAX BOARD



Authorization to Release
Financial Information to
The Franchise Tax Board

I authorize First Fidelity Bank
Name of Financial Institution
located at 2200 W. Orangewood Suite 110 Orange, CA 92668
Address of Financial Institution
to release to the California Franchise Tax Board financial records in the name(s) of Gilbert P. Hyatt

Financial Institution Account Number(s) 016000296-3
covering the period from 1/1/91 to 12/31/92

The statutory purpose for which the information is to be obtained is for administration of and compliance with the California Personal Income Tax and Bank and Corporation Tax Laws. I understand that, under the California Right to Financial Privacy Act, I have the right to revoke this authorization at any time.

This authorization becomes effective on April 1, 1995 and expires on
Current Date
October 1, 1995
Current date plus six months.

Signature of Taxpayer or Corporate Officer

Signature of Taxpayer or Corporate Officer

FTB 2590 (REV 3-87)

0000256

CONFIDENTIAL

H 01534

ARA00256
AA001317

STATE OF CALIFORNIA
FRANCHISE TAX BOARD



Authorization to Release
Financial Information to
The Franchise Tax Board

I authorize Irvine City Bank

Name of Financial Institution

located at 2400 Michelson Dr. Box 19642 Irvine, CA 92713-9642

Address of Financial Institution

to release to the California Franchise Tax Board financial records in the name(s) of Gilbert Hyatt

Financial Institution Account Number(s) _____

covering the period from January 1, 1991 to 12/31/92

The statutory purpose for which the information is to be obtained is for administration of and compliance with the California Personal Income Tax and Bank and Corporation Tax Laws. I understand that, under the California Right to Financial Privacy Act, I have the right to revoke this authorization at any time.

This authorization becomes effective on April 1, 1995 and expires on _____

Current Date

October 1, 1995

Current date plus six months.

Signature of Taxpayer or Corporate Officer

Signature of Taxpayer or Corporate Officer

FTB 2540 (REV 3-83)

0000257

CONFIDENTIAL

H 01535

ARA00257
AA001318

STATE OF CALIFORNIA
FRANCHISE TAX BOARD



Authorization to Release
Financial Information to
The Franchise Tax Board

I authorize California Federal Bank
Name of Financial Institution
located at 410 Los Cerritos Center Cerritos, CA 90701
Address of Financial Institution
to release to the California Franchise Tax Board financial records in the name(s) of Gilbert Hyatt

Financial Institution Account Number(s) 004-0513796-4, 082-0522494-6
covering the period from January 1, 1991 to December 31, 1992

The statutory purpose for which the information is to be obtained is for administration of and compliance with the California Personal Income Tax and Bank and Corporation Tax Laws. I understand that, under the California Right to Financial Privacy Act, I have the right to revoke this authorization at any time.

This authorization becomes effective on April 1, 1995 and expires on
Current Date
October 1, 1995
Current date plus six months.

Signature of Taxpayer or Corporate Officer

Signature of Taxpayer or Corporate Officer

FTB 2360 (REV 3-83)

0000258

CONFIDENTIAL

H 01536

ARA00258
AA001319

NO 91' OS
122000881
032611689 >121200019< 01NGV1 FIVV
122000218
11/25/71
09224024
0015205 00002 20 20015205 >122100011< FIAT CHNV 1 P 002

NEW YORK 100-19091

PAYEE'S E-SETTLEMENT FUND,
First Interstate Bank of Nevada
84-30 MAIN OFFICE 84-30,
FOR DEPOSIT ONLY
LINCOLN WAGON TRAIL ASSOCIATES, LIMITED
261 168 9

H 01537

ARA00259
AA001320

The foregoing payment shall be made by ~~transfer~~ of immediately available funds to:

BANK:

~~90 South Main Street
Los Angeles, California 90012~~

ACCOUNT NAME:

~~Robert Schneider, Brueggemann
Hyatt Client Trust Account~~

ACCOUNT NUMBER: ~~00519835~~

ROUTING NUMBER: ~~122000496~~

4.2 COMPANY shall not be entitled to deduct and withhold any tax in respect to the payment made under Section 4.

SECTION 5 - TERM AND ASSIGNABILITY

5.1 The term of this Agreement shall be from the EFFECTIVE DATE until the expiration of the last to expire of the LICENSED PATENTS.

5.2 This Agreement is personal to COMPANY and may not be assigned or transferred in whole or in part by COMPANY except with the prior written consent of HYATT and with the approval of any governmental authority as then may be required.

5.3 This Agreement shall be assignable by HYATT and shall inure to the benefit of HYATT and his successors and assigns who shall be bound by the terms hereto.

SECTION 6 - REPRESENTATIONS and WARRANTIES

6.1 HYATT represents and warrants to COMPANY that:

(a) HYATT owns or has the right to grant to or for the benefit of COMPANY the rights and privileges granted under this Agreement;

-6-

0000260

CONFIDENTIAL
H 01538

5/36.9

1/7: 7



STATE OF CALIFORNIA
FRANCHISE TAX BOARD

FOLLOW-UP NOTICE

Enclosed is a copy of a letter previously mailed to you. We cannot locate a reply.

Please send the requested information within ten (10) calendar days.

If the information is not sent, we will issue a tax assessment based on available information. In addition to the tax assessment, the law allows the Franchise Tax Board to assess a penalty of 25% of the additional tax for failure to provide information upon written request.

Date 3/23/95

FTB 4311A (REV 12-87)

SENDER: <ul style="list-style-type: none">• Complete items 1 and/or 2 for additional services.• Complete items 3, and 4a & b.• Print your name and address on the reverse of this form so that we can return this card to you.• Attach this form to the front of the mailpiece, or on the back if space does not permit.• Write "Return Receipt Requested" on the mailpiece below the article number.• The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): <ul style="list-style-type: none">1. <input type="checkbox"/> Addressee's Address2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.	
3. Article Addressed to: <i>MR. Michael W. Kern CPA</i> <i>c/o Piercy, Bowler, Taylor</i> <i>6100 Elton Ave #1000</i> <i>Las Vegas, Nevada</i> <i>89102</i>		4a. Article Number <i>7 048 697 038</i>	
4b. Service Type <ul style="list-style-type: none"><input type="checkbox"/> Registered<input checked="" type="checkbox"/> Certified<input type="checkbox"/> Express Mail<input type="checkbox"/> Insured<input type="checkbox"/> COD<input checked="" type="checkbox"/> Return Receipt for Merchandise		7. Date of Delivery <i>3/29/95</i>	
5. Signature (Addressee) <i>[Signature]</i>		8. Addressee's Address (Only if requested and fee is paid)	
6. Signature (Agent) <i>[Signature] KAYSER</i>			

Is your RETURN ADDRESS completed on the reverse side?

PS Form 3811, December 1991 U.S. GPO: 1993-382-714 DOMESTIC RETURN RECEIPT

Thank you for using Return Receipt Service.

0000261

CONFIDENTIAL
H 01627

ARA00261
AA001322

sc 3/23/95



STATE OF CALIFORNIA

FRANCHISE TAX BOARD

3 N. GLENOAKS BLVD., SUITE 200
IRBANK, CA 91502-1170 556-2942
TELEPHONE: (818)

3/1/95

Mr. Michael W. Kern CPA
c/o Piercy, Bowler, Taylor, & Kern
6100 Elton Ave. #1000
Las Vegas, Nevada 89107

Re: Gilbert P. Hyatt
1991

Dear Mr. Kern:

Based upon my meeting with Mr. Eugene Cowan at his office last week, I am submitting the following revised list as a document request for items needed to complete the audit. You had indicated your concern about the taxpayer's privacy. I have given Mr. Cowan documentation regarding the FTB Security and Disclosure Policy. I can assure you that all documents sent to me will be kept private.

I had indicated to Mr. Cowan that I will need copies of all of the bank information which I examined at his office on February 23, 1995. He said that he would send copies of these documents to me. I had also indicated that I would need to request the other bank information for the California bank accounts. In order to do this, I will need signed authorization from the taxpayer. Mr. Cowan had indicated that the taxpayer would be willing to do so. I have enclosed the FTB Form 2590 for each entity. Please have the taxpayer sign each form and send these back to me by March 20, 1995.

Some of the information obtained at the meeting was not complete, so I will have to request information such as account numbers, etc. I have indicated on the next page where such additional information is needed.

0000262

CONFIDENTIAL

H 01628

ARA00262

AA001323

SC 3/23/91

The following additional information is needed:

BANK INFORMATION

1. Irvine City Bank Account - Irvine, California
I need the bank account number.

2. Union Bank
Account Name: Pretty, Schroeder, Brueggemann and Clark
Client Trust Account
Account Number: 10051-9635
Routing Number: 12200496

This account was noted during examination of the workpaper file. This account was listed as the payment account for the wire transfer in the Patent Agreement with Mr. Hyatt and Matsushita dated November 4, 1991. This account was also listed in the Patent Agreement with Mr. Hyatt and Fujitsu dated 10/24/91. I need a copy of the bank statement to determine the dates that the wire transfers were made.

3. Franklin Federal Money Fund
Payable through Bank of America
530 Lytton Avenue
P.O. Box 180
Palo Alto, CA 94301

This account was noted during examination of the workpaper file. Please send copies of the bank statements and cancelled checks for 1991 and 1992. If the taxpayer does not have these items, they will be requested with the taxpayer's authorization. See copy of cancelled check from workpaper file

0000263

3/7/91

3/108.1

CONFIDENTIAL

H 01629

ARA00263

AA001324

Sc 3/27/9

CREDIT CARD INFORMATION

4. I will need the taxpayer to request the statements from the credit card companies himself. I have called the credit card companies, and they do not provide third party information. I believe that the cost of obtaining the statements, if any, is minimal. I will need the statements for all of 1991 and all of 1992. The following account statements are needed:

Credit Card Accounts:

Household
4317-3410-1024-2499

Household
5418-2961-4100-6386

Household
5414-7410-1018-2135

Chase
4226-563-134-706

Bank of New York
5417-4000-4552-7056

MBNA
5329-0312-5816-5925

TELEPHONE INFORMATION

Regarding the telephone information, I will investigate to determine how long each company retains the billing statements. At a later date, I may decide to request authorization from the taxpayer to determine dates that the service was established, etc.

Thank you for your cooperation in this matter.
If you have any questions, please feel free to call.

Sheila Cox
Tax Auditor

cc: Eugene Cowan

3/15/92
3/7/92

0000264
CONFIDENTIAL
H 01630

ARA00264
AA001325

SC 3/23/95



STATE OF CALIFORNIA
FRANCHISE TAX BOARD

Authorization to Release
Financial Information to
The Franchise Tax Board

I authorize First Fidelity Bank
Name of Financial Institution

located at 2200 W. Orangewood Suite 110 Orange, CA 92668
Address of Financial Institution

to release to the California Franchise Tax Board financial records in the name(s) of Gilbert P. Hyatt

Financial Institution Account Number(s) 016000296-3

covering the period from 1/1/91 to 12/31/92

The statutory purpose for which the information is to be obtained is for administration of and compliance with the California Personal Income Tax and Bank and Corporation Tax Laws. I understand that, under the California Right to Financial Privacy Act, I have the right to revoke this authorization at any time.

This authorization becomes effective on April 1, 1995 and expires or
Current Date

October 1, 1995

Current date plus six months.

Signature of Taxpayer or Corporate Officer

Signature of Taxpayer or Corporate Officer

FTB 1200 (REV 3-93)

3/108-3
217

0000265
CONFIDENTIAL
H 01631

ARA00265
AA001326

STATE OF CALIFORNIA
FRANCHISE TAX BOARD



Authorization to Release
Financial Information to
The Franchise Tax Board

I authorize Irvine City Bank

Name of Financial Institution

located at 2400 Michelson Dr. Box 19642 Irvine, CA 92713-9642

Address of Financial Institution

to release to the California Franchise Tax Board financial records in the name(s) of Gilbert Hyatt

Financial Institution Account Number(s) _____

covering the period from January 1, 1991 to 12/31/92

The statutory purpose for which the information is to be obtained is for administration of and compliance with the California Personal Income Tax and Bank and Corporation Tax Laws. I understand that, under the California Right to Financial Privacy Act, I have the right to revoke this authorization at any time.

This authorization becomes effective on April 1, 1995 and expires on _____

Current Date

October 1, 1995

Current date plus six months.

Signature of Taxpayer or Corporate Officer

Signature of Taxpayer or Corporate Officer

0000266

FTB 2380 (REV 3-83)

CONFIDENTIAL

H 01632

ARA00266

AA001327



STATE OF CALIFORNIA
FRANCHISE TAX BOARD

Authorization to Release
Financial Information to
The Franchise Tax Board

I authorize California Federal Bank
Name of Financial Institution

located at 410 Los Cerritos Center Cerritos, CA 90701
Address of Financial Institution

to release to the California Franchise Tax Board financial records in the name(s) of Gilbert Hyatt

Financial Institution Account Number(s) 004-0513796-4, 082-0522494-6

covering the period from January 1, 1991 to December 31, 1992

The statutory purpose for which the information is to be obtained is for administration of and compliance with the California Personal Income Tax and Bank and Corporation Tax Laws. I understand that, under the California Right to Financial Privacy Act, I have the right to revoke this authorization at any time.

This authorization becomes effective on April 1, 1995 and expires on
Current Date

October 1, 1995
Current date plus six months.

Signature of Taxpayer or Corporate Officer

Signature of Taxpayer or Corporate Officer

FTB 2280 (REV 3-83)

3/1/85

3/7/85

0000267

CONFIDENTIAL
H 01633

111691

FRANKLIN FEDERAL MONEY FUND
PAYABLE THROUGH BANK OF AMERICA
530 LYNDON AVENUE
P. O. BOX 180
PALO ALTO, CA 94301

0000228688

PAY TO THE ORDER OF *Wagon Trails*
Five Hundred Forty TWO \$ *540.00*

GILBERT P. HYATT
7841 JENNIFER CIR
LA PALMA, CA 90621

MEMO # *237*

00099115806 1210001358 14840 90013 0000054000

NO '91 05
122000681
20335444-3770 0382511589 X121200019K 01MAY91 FINV
122000218
11/85/91
0572402
20015205 00002 20 20015205 X122100011K FIAZ CHNOV91 P 032
F L 353 557

Rec'd for Nov. 1991

FRANKLIN & SEYMOUR, FULL
First Interstate Bank of Nevada
94-38 MAIN OFFICE 94-30
FOR DEPOSIT ONLY
(338) Lincoln Wagon Trails Associates, Limited
030 261 168 9

0000268

CONFIDENTIAL
H 01634

The foregoing agreement shall be made by [redacted] transfer of immediately available funds to:

BANK:

[redacted]
901 [redacted]
105 [redacted]

ACCOUNT NAME:

[redacted]
[redacted]

ACCOUNT NUMBER:

[redacted]

ROUTING NUMBER:

[redacted]

4.2 COMPANY shall not be entitled to deduct and withhold any tax in respect to the payment made under Section 4.

SECTION 5 - TERM AND ASSIGNABILITY

5.1 The term of this Agreement shall be from the EFFECTIVE DATE until the expiration of the last to expire of the LICENSED PATENTS.

5.2 This Agreement is personal to COMPANY and may not be assigned or transferred in whole or in part by COMPANY except with the prior written consent of HYATT and with the approval of any governmental authority as then may be required.

5.3 This Agreement shall be assignable by HYATT and shall inure to the benefit of HYATT and his successors and assigns who shall be bound by the terms hereto.

SECTION 6 - REPRESENTATIONS and WARRANTIES

6.1 HYATT represents and warrants to COMPANY that:

(a) HYATT owns or has the right to grant to or for the benefit of COMPANY the rights and privileges granted under this Agreement;

-6-

0000269

CONFIDENTIAL 3/36.9
H 01635

3/76 7

STATE OF CALIFORNIA

RANCHISE TAX BOARD

3 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-1170
TELEPHONE: (818) 556-2942



5/31/95

Mr. Michael W. Kern CPA
c/o Piercy, Bowler, Taylor, & Kern
6100 Elton Ave. #1000
Las Vegas, Nevada 89107

Re: Request for Information
Gilbert P. Hyatt
1991

Dear Mr. Kern:

A document request was sent to your office on March 1, 1995. A second copy of this letter was sent to your office on March 23, 1995. Since that date I have received your letter of status dated April 13, 1995. I then received your letter dated April 19, 1995 which contained information about the following accounts:

1. First Fidelity thrift and Loan Association - Account 0160002963
2. California Federal Bank - Account 082-0522494-6
3. California Federal Bank - Account 004-0513065-8 **
4. California Federal Bank - Account 004-0513798-2
5. California Federal Bank - Account 004-0513797-3 **
6. California Federal Bank - Account 004-0514457-7
7. California Federal Bank - Account 179-0512056-2
8. California Federal Bank - Account 177-0016768-7
9. Bank of New York Credit Card Account 5417-4000-4552-7056

** See copies of statement enclosed. Checks were written on this account. Copies of these checks are needed.

I then received your letter dated May 8, 1995 which contained the information about the following account:

1. Bank of America Account 21-210173019

These Bank of America statements had already been sent with the first documents sent by Eugene Cowan.

0000270

CONFIDENTIAL

H 01832

ARA00270
AA001331

The following additional information is still needed to complete the audit:

1. Irvine City Bank Account - Irvine, California
Bank account number, statements, cancelled checks, etc.
for 1991 and 1992.
2. Franklin Federal Money Fund
Payable through Bank of America
530 Lytton Avenue
P.O. Box 180
Palo Alto, CA 94301

Copies of the bank statements and cancelled checks for 1991 and 1992.

CREDIT CARD INFORMATION

3. Statements for all of 1991 and all of 1992 for the following accounts:
 1. Household
4317-3410-1024-2499
 2. Household
5418-2961-4100-6386
 3. Household
5414-7410-1018-2135
 4. Chase
4226-563-134-706
 5. MBNA
5329-0312-5816-5925

This information requested is required by our legal department. This documentation is necessary for analysis to determine a pattern of the taxpayer's spending habits and to determine when the taxpayer severed ties with California and established ties in the state of Nevada. Please send this information to my office by June 30, 1995.

Sheila Cox
Tax Auditor

cc: Eugene Cowan

0000271

CONFIDENTIAL
H 01833

ARA00271
AA001332

SEP 13 1993 REC'D

Officers and Founding Directors
Richard H. Bowler
Michael W. Kern
L. Ralph Piercy
Revelle B. Taylor

PIERCY, BOWLER, TAYLOR & KERN
CERTIFIED PUBLIC ACCOUNTANTS, LTD.
A Professional Corporation
A Member of the AICPA
SEC Practice Section

September 8, 1993

6600 West Charleston Blvd., Suite 118
Las Vegas, Nevada 89102

Telephone (702) 384-1120
Fax (702) 870-2474

Mr. Mark Shayer
Tax Auditor
Franchise Tax Board
6150 Van Nuys Boulevard
Room 100
Van Nuys, California 91401

Dear Mr. Shayer:

Regarding your August 17, 1993 correspondence requesting additional information for Mr. Gilbert P. Hyatt, we are or we will be providing the following:

1. Copies of all contracts/agreements regarding the Micro Processor chip between:
 - A. Hyatt and Fujitsu
 - B. Hyatt and Matsushita
 - C. Hyatt and Philips
 - D. Hyatt and Pioneer

As we discussed, this information will be made available for you to review. We have made arrangements with Eugene Cowan, Esq. of Riordan & McKinzie to have this information available at his office. Please call him at his phone number 213-629-4824 to arrange a meeting. His address is California Plaza, 300 South Grand Avenue, 29th Floor, Los Angeles, California 90071.

2. The 1991 Schedule C for LCD/Computers Business deducted \$24,267,350 in commissions and fees. These amounts summarized with attached documentation are as follows:

<u>Date</u>	<u>Check Number</u>		
11-24-91	11	Mahr Leonard	\$ 3,750,000
11-24-91	13	Philips	10,608,648
11-07-91	10	Philips	5,121,714
11-07-91	8	Mahr Leonard	2,250,000
08-09-91	*	Mahr Leonard	40,000
	*	Patent Office Fees	1,060
	*	Patent Office Fees	4,895
11-24-91	12	Philips	31,587
11-07-91	9	Philips	2,459,446
Total			\$24,267,350

- * Mr. Hyatt should be able to provide photocopies of these checks shortly, if necessary. 0000272

CONFIDENTIAL
H 01238

ARA00272
AA001333

Mr. Mark Shayer
Tax Auditor
Franchise Tax Board
Van Nuys, California

September 8, 1993

3. Research and development expenses of \$233,886 were deducted on the 1991 Schedule C. We have attached check number 265 made payable to Leetronics Corporation in the amount of \$250,000. The difference represents the amount of the R&D credit taken on the 1991 U.S. Individual Income Tax Return and reduces the deductible expense.
4. You have requested a copy of the closing escrow statement for the sale of the LaPalma home at 7841 Jennifer Circle. There was no escrow used in the sale, therefore, we are attaching a photocopy of the Grant Deed and Note Secured by Deed of Trust.
5. We are attaching a copy of the rental agreement for the apartment on 3225 S. Pecos Road in Las Vegas, Nevada.
6. A copy of the closing escrow statement for the purchase of the home in Las Vegas, Nevada will be made available for review at Mr. Cowan's office as we discussed.

If you have any questions, please do not hesitate to call.

Yours truly,

PIERCY, BOWLER, TAYLOR & KERN



Michael W. Kern

MWK:mlp
Enclosures

cc: Mr. Gilbert Hyatt (w/ enclosures)
Eugene Cowan, Esq. (w/ enclosures)

0000273

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ARA00273
AA001334

80

FRANKLIN FEDERAL MONEY FUND
PAYABLE THROUGH BANK OF AMERICA
530 LYTTON AVENUE
P. O. BOX 180
PALO ALTO, CA 94301

8

Nov. 7 1991 11-35/1210

PAY TO THE ORDER OF Mahr Leonard Management Company \$ 2,250,000.00
Two million Two Hundred Fifty Thousand DOLLARS
NOT VALID FOR LESS THAN \$100.00

GILBERT P HYATT
7841 JENNIFER CIR
LA PALMA CA 90623

DR Gilbert P. Hyatt

MEMO Licensing fee re. Fairfax license

⑈0099115808⑈ ⑆121000358⑆ 14840 90013⑈ ⑈0225000000⑈

FRANKLIN FEDERAL MONEY FUND
PAYABLE THROUGH BANK OF AMERICA
530 LYTTON AVENUE
P. O. BOX 180
PALO ALTO, CA 94301

9

Nov 7 1991 11-35/1210

PAY TO THE ORDER OF V. S. Philips Corporation \$ 2,459,446.39
Two million Four Hundred Forty Nine Thousand Four Hundred Forty Six DOLLARS
NOT VALID FOR LESS THAN \$100.00

GILBERT P HYATT
7841 JENNIFER CIR
LA PALMA CA 90623

DR Gilbert P. Hyatt

MEMO Licensing expenses

⑈0099115809⑈ ⑆121000358⑆ 14840 90013⑈ ⑈0245944639⑈

FRANKLIN FEDERAL MONEY FUND
PAYABLE THROUGH BANK OF AMERICA
530 LYTTON AVENUE
P. O. BOX 180
PALO ALTO, CA 94301

10

November 7, 1991 11-35/1210

PAY TO THE ORDER OF V. S. Philips Corporation \$ 5,121,714.70
Five Million One Hundred Twenty One Thousand Seven Hundred Fourteen DOLLARS
NOT VALID FOR LESS THAN \$100.00

GILBERT P HYATT
7841 JENNIFER CIR
LA PALMA CA 90623

DR Gilbert P. Hyatt

MEMO 50% NET PROCEEDS

⑈0099115810⑈ ⑆121000358⑆ 14840 90013⑈ ⑈0512171470⑈

CONFIDENTIAL
H 01240

0000274

ARA00274
AA001335

NO '91' 12
122000661

NO '91' 08
008144
0081800
BANK ONE, TEXAS, PA
1810 COMMERCE ST.
DALLAS TX 75201

NOV - 91

1009 78622
For deposit only
Mick Leonard Management Company
David M. Leonard
0772222222

NO '91' 12

11/08/91 11/08/91
BRY 101 BAR- 14210000104
CLAY ST NYC 14210000104

08 NOV 91

THE BANK OF
NEW YORK
MAIN OFFICE
DIVISION
101 BARCLAY ST.
5TH FLOOR EAST
NEW YORK NY
10007
0210000104

20154116

For Deposit only
US Philips Corp
by Allen Williams

NO '91' 12

11/08/91 11/08/91
BRY 101 BAR- 14210000104
CLAY ST NYC 14210000104

08 NOV 91

THE BANK OF
NEW YORK
MAIN OFFICE
DIVISION
101 BARCLAY ST.
5TH FLOOR EAST
NEW YORK NY
10007
0210000104

20154117

For Deposit only
US Philips Corp
by Allen Williams

CONFIDENTIAL
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FRANKLIN FEDERAL MONEY FUND
PAYABLE THROUGH BANK OF AMERICA
530 LYTTON AVENUE
P. O. BOX 180
PALO ALTO, CA 94301

13

Nov. 24 19 91 11-35/1210

PAY TO THE ORDER OF U.S. Philips Corporation

Ten Million Six Hundred Eight Thousand Six Hundred Forty Seven \$ 10,608,647.59
DOLLARS

GILBERT P. HYATT
7841 JENNIFER CIR
LA PALMA CA 90623

MEMO 50% NET PROCEEDS

DR Gilbert P. Hyatt

⑈0099115813⑈ ⑆121000358⑆ 14840⑈90013⑈ ⑈1060864789⑈

FRANKLIN FEDERAL MONEY FUND
PAYABLE THROUGH BANK OF AMERICA
530 LYTTON AVENUE
P. O. BOX 180
PALO ALTO, CA 94301

12

Nov. 24 19 91 11-35/1210

PAY TO THE ORDER OF U.S. Philips Corporation

Thirty One Thousand Two Hundred Eighty Seven \$ 31,587.33
DOLLARS

GILBERT P. HYATT
7841 JENNIFER CIR
LA PALMA CA 90623

MEMO Licensing Expenses

DR Gilbert P. Hyatt

⑈0099115812⑈ ⑆121000358⑆ 14840⑈90013⑈ ⑈0003158733⑈

FRANKLIN FEDERAL MONEY FUND
PAYABLE THROUGH BANK OF AMERICA
530 LYTTON AVENUE
P. O. BOX 180
PALO ALTO, CA 94301

11

Nov. 24 19 91 11-35/1210

PAY TO THE ORDER OF Mohr Leonard Management Co.

Three Million Seven Hundred Fifty Thousand \$ 3,750,000.00
DOLLARS

GILBERT P. HYATT
7841 JENNIFER CIR
LA PALMA CA 90623

MEMO Licensing fee re. Natashita Group

DR Gilbert P. Hyatt

⑈0099115811⑈ ⑆121000358⑆ 14840⑈90013⑈ ⑈0375000000⑈

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NO '91' 27

11/26/91 11/26/91
BAY 101 BAR- 14210000134
CLAY ST NYC 14210000134

26 NOV 91

THE BANK OF
NEW YORK
MAIN OFFICE
DIVISION
101 BARCLAY ST.
6TH FLOOR EAST
NEW YORK, NY
10007
0210000134

1015027

For Deposit only
US Airways Corporation
807 1545-807

NO '91' 27

11/26/91 11/26/91
BAY 101 BAR- 14210000134
CLAY ST NYC 14210000134

26 NOV 91

THE BANK OF
NEW YORK
MAIN OFFICE
DIVISION
101 BARCLAY ST.
6TH FLOOR EAST
NEW YORK, NY
10007
0210000134

1015026

For deposit only
US Airways Corporation
807 1545-807

NO '91' 27

122000081

NOV 26 91

111000025
NCR 12/11/91
111000025

For deposit
059 0030981
Wahar Leonard Olyne
807 1545-807

0000277

CONFIDENTIAL

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AA001338



FRANKLIN FEDERAL MONEY FUND

PAYABLE THROUGH BANK OF AMERICA
538 LYITON AVENUE
P.O. BOX 180
PALO ALTO, CA. 94301

265

Dec 28 - 19 91

11-35/1210

PAY TO THE ORDER OF

Sectronics Corp.

250,000.00

Two Hundred Fifty Thousand

no 100

DOLLAR

GILBERT P. HYATT
7841 JENNIFER CIR
LA PALMA CA 90623

NOT VALID FOR LESS THAN \$100.00

Gilbert P. Hyatt

⑈0099115865⑈ ⑆121000358⑆14840⑈90013⑈

⑈0025000000⑈

0 1 2 5 9 2

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AA001339

JA '92' 03

122000661

JUL - 2 92

JA '92' 02

122228076

▶ 122 226 076 ▶
MITSUBISHI BANK
LOS ANGELES, CA
(213) 741-0000
▶ 122 226 076 ▶

0614 23486

PAY TO THE ORDER OF
MITSUBISHI MANUFACTURERS BANK
WARRANT CENTER
FOR DEPOSIT ONLY
Leetronics Corporation
10-13677-803708

Randy J. Lee

0000279

CONFIDENTIAL
H 01245

RECORDING REC'D BY

GRANTEE

AND WHEN RECORDING HAS TO

GRACE JENG
12419 Dawn Lane
Cerritos, CA 90703

FOR THE PURPOSE OF

GRACE JENG
12419 Dawn Lane
Cerritos, CA 90703

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

CD 664 B

THIS FORM FURNISHED BY TRUSTORS SECURITY SERVICE

181619

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is \$192.50

(X) computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated area: (X) City of La Palma and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

GILBERT P. HYATT

hereby GRANT(S) to

GRACE JENG

the following described real property in the City of La Palma
County of Orange, State of California:

LOT 131, TRACT 6055, AS PER MAP RECORDED IN BOOK 222 PAGES
15 THROUGH 17 INCLUSIVE

Commonly known as 7841 Jennifer Circle, La Palma, California

Dated October 1, 1991

Gilbert P. Hyatt
GILBERT P. HYATT

State of California

County of Orange

On

before me,

personally appeared GILBERT P. HYATT

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

Title Order No. _____ Escrow, Loan or Attorney File No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

046
PARCEL

324
PAGE

283
MAP BOOK

Assessor Identification Number:

CONFIDENTIAL

H01246

0000280

4/17

ARA00280

AA001341

DO NOT WRITE IN THESE SPACES. THIS NOTE, when paid, this note, with D. Service Company, trust securing same, must be surrendered to Trustee for cancellation before recording. No recording will be made.

NOTE SECURED BY DEED OF TRUST
(INSTALLMENT-INTEREST INCLUDED)

\$ 160,000.00 Cerritos, California, October 1, 1991

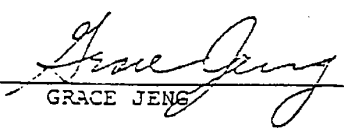
In installments as herein stated, for value received, I promise to pay to ***GILBERT P. HYATT *****
***** or order,
at P.O. Box 3357, Cerritos, CA 90703 or as designated by beneficiary
the sum of ONE HUNDRED SIXTY THOUSAND and 00/100***** DOLLARS,
with interest from October 1, 1991 on unpaid principal at the
rate of eight (8) per cent per annum; principal and interest payable in installments of
ONE THOUSAND ONE HUNDRED and 00/100***** Dollars
or more on the first day of each and every month, beginning
on the first day of November, 1991

and continuing until October 1, 1996 at which
time all unpaid and accrued principal and interest shall be due and payable

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Should interest not be so paid it shall thereafter bear like interest as the principal, but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law. Should default be made in payment of any installment of principal or interest when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note I promise to pay such sum as the Court may fix as attorney's fees. This note is secured by a deed of trust to T.D. SERVICE COMPANY, a California corporation, as Trustee.

In the event of sale, transfer, conveyance, or alienation of the property described in the deed of trust securing this note, or any part thereof, or any interest therein, whether voluntary or involuntary, beneficiary shall have the right of acceleration, at its option, to declare this note, irrespective of any maturity date expressed herein, and without demand or notice, immediately due and payable, including any prepayment charge provided for herein. No waiver of this right shall be effective unless in writing. Consent by the Beneficiary to one such transaction shall not constitute a waiver of the right to require such consent to succeeding transactions.

This note is subject to Section 2966 of the Civil Code, which provides that the holder of this note shall give written notice to the trustor, or his successor in interest, of prescribed information at least 90 and not more than 150 days before any balloon payment is due.


GRACE JENG

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CONFIDENTIAL
H 01247

RECORDED REQUESTED

BENEFICIARY

AND WHEN RECORDED MAIL TO
 GILBERT P. HYATT
 P.O. Box 3357
 Cerritos, CA 90703

TO-17 REV. 6-82

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This Deed of Trust, made this first day of October, 1991

whose address is: 12419 Dawn Lane, Cerritos, CA 90703 GRACE JENG, herein called TRUSTEE, (number and street) (city) (state) (zip)

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

GILBERT P. HYATT, herein called TRUSTEE, and GILBERT P. HYATT, herein called BENEFICIARY, Witnesseth: That TRUSTEE HEREBY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of La Palma, Orange County, California, described as:

LOT 131, TRACT 6055, AS PER MAP RECORDED IN BOOK 222 PAGES 15 THROUGH 17.

Commonly known as 7841 Jennifer Circle, La Palma, California

In the event of sale, transfer, conveyance, or alienation of said property, or any part thereof, or any interest therein, whether voluntary or involuntary, Beneficiary shall have the right of acceleration, at its option, to declare the note secured by this deed of trust, irrespective of the maturity date expressed therein, and without demand or notice, immediately due and payable, including any prepayment charge provided for therein. No waiver of this right shall be effective unless in writing. Consent by the Beneficiary to one such transaction shall not constitute a waiver of the right to require such consent to succeeding transactions. TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$ 160,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of additional sums and interest thereon may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby that provisions (1) to (11), inclusive, of the first deed of trust recorded on May 10, 1974 in the counties set forth below, and at the Recording Location of the Official Records in the office of the county recorder where said property is located, noted below opposite the name of such county, viz.:

County	Vol.	Page	County	Vol.	Page	County	Vol.	Page	County	Vol.	Page
Alameda	29	619	Maricopa	1488	546	Amador	379	171	Calaveras	470	178
Albany	231	62	Maricopa	152	674	Bulle	2282	299	Imperial	1415	1461
Alcon	331	630	San Bernardino	430	780	Columbia	459	170	Madison	254	382
Alameda	2122	338	San Luis Obispo	2009	204	Fresno	7028	584	Orange	12669	206
Alameda	242	578	Santa Clara	818	289	Glen	828	853	Sebastopol	1978	25816
Alameda	1080	358	Santa Clara	2052	249	Kern	5109	1815	Sonoma	2294	13
Alameda	949	284	Sutter	825	178	Kings	1118	338	Tehama	748	686
Alameda	1973	153	Tulare	2530	743	Lake	922	570	Trinity	791	786
Alameda	287	683	Tuolumne	531	665	Madera	1295	594	Ventura	5112	277
Alameda	1520	42	Yuba	1305	660	Marin	3378	620	Yuba	667	39
									San Diego	7908	714

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; to observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

In accordance with Section 2934b, Civil Code, request is hereby made by the undersigned TRUSTOR that a copy of any Notice of Default and a copy of any Notice of Sale under Deed of Trust recorded in Book _____ Page _____ Official Records of _____ County, California, as affecting above described property, executed by _____ as Trustor in which _____ is named as Beneficiary, and is mailed to _____ at _____, whose address is _____ (Number and Street) (City) (State) (Zip)

STATE OF CALIFORNIA }
 COUNTY OF ORANGE } ss.
 On _____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____
 GRACE JENG

☐ personally known to me
 Approved to me on the basis of satisfactory evidence to be the person(s) whose name _____ is subscribed to the within instrument and acknowledged to me that _____ she _____ executed the same

WITNESS my hand and official seal
 Signature _____

Name (Typed or Printed)

Signature of Trustor
 GRACE JENG

0000282

CONFIDENTIAL
 H 01248

(This area for official notarial seal)

RECEIVED OF Gilbert Hyatt Date 10-8-91
as a deposit to secure the rental of 121 S. Pecos Rd. Apt. 237 hereinafter called TENANT, the sum of 60.00
If accepted by the LANDLORD or his agent, this deposit shall apply to the first month's rent. If not accepted, this deposit shall be refunded to TENANT. Upon acceptance, before taking occupancy, TENANT agrees to pay: (a) balance of the first month's rent of \$ 570.00 plus (b) a Security and Clearing Deposit of \$ 150.00.
If TENANT fails to pay the additional balance due upon acceptance, then total deposit shall be retained by LANDLORD as liquidated damages, constituting the sole money remedy by LANDLORD for holding the premises off the market; the parties agreeing that the actual damages would be impractical or extremely difficult to fix. LANDLORD or his agent shall not be liable to TENANT for damages for failure to deliver possession of the premises at the time herein agreed, beyond the return of the Deposit received from the TENANT. Acceptance by LANDLORD or his agent must, and can only be, in writing. If not so accepted within 3 days, this application shall be deemed not accepted. Resident has three days from above date to withdraw application and receive a refund of the above referred to deposit.

INITIAL PAYMENTS BREAKDOWN
Pro-rata rent to \$
Full month rent \$
Security Deposit Refundable \$ 150.00
Application Fee \$ 0
Pet Deposit \$ 0
Total due on acceptance \$
Least Deposit with application \$
Balance due on acceptance \$
Received Payment \$
Next regular rent payment 11-1 19 91 \$ 570.00

LANDLORD/AGENT WAGON TRAILS
By: Clara J. P. P.
TENANT X Gilbert Hyatt
TENANT
Application accepted: _____ 19 ____
LANDLORD/AGENT LINCOLN PROPERTY COMPANY N.C., INC.
By: _____

WITNESSETH:

That the LANDLORD, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by Tenant, does hereby rent to the Tenant the above-described premises.

To have and to hold said premises for the term and upon the following covenants and agreements, all of which covenants and agreements shall be construed to be material covenants of this Rental Agreement:

1. Term and Rent: Landlord agrees to rent and Tenant agrees to hire from Landlord, on the terms herein set forth, the above-described premises for a period of _____ months, beginning 11-1 19 91. Hereafter with an option to renew for six months. Failure to renew six months lease will automatically convert the tenancy to a month-to-month with an additional premium rate each month.
2. Amount of Rent and Manner and Time of Payment: Rental shall be payable in the sum of \$ 570.00 per month. Tenant understands that the rent for each month is due on the first day of that month and agrees to pay the same on that date to Resident Manager at the Rental Office in the Apartment Complex. All payments to be made in money order or equivalent clearing check. If this Rental Agreement is entered into other than on the 1st day of a calendar month, the rent shall be prorated and paid to the 1st day of the following month which 1st day shall be the 1st day of the term; nevertheless, all terms hereof shall apply during said interim period as between the parties.
3. Late Charges, Etc.: Rent is due on or before the first day of the month. If the Tenant does not pay the full amount of the rent shown in Paragraph 1 BEFORE OR ON THE 5TH DAY OF THE MONTH, the Tenant agrees to pay a late fee of \$25.00. Thereafter, the Tenant agrees to pay a fee of \$3.00 for each additional day the rent remains unpaid in full. For each check returned to the Landlord, Tenant agrees to pay a handling charge of \$25.00 to Landlord in addition to late charge of \$25.00. The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant.
4. Occupancy by Children: This Rental Agreement does not permit occupancy by more than 2 children.
5. Services Included with Apartment Rental: No services are included within the apartment rental except such as are hereinafter specifically outlined.
6. Deposits which are Required and the Conditions for their Return:
(a) Landlord hereby acknowledges receipt of \$ 150.00 for the first 1 month(s) rental of the premises above-described.
(b) Landlord hereby acknowledges receipt of \$ 150.00 as a deposit and guarantee to be held by Landlord to secure Tenant's performance of this Agreement and Tenant's covenants herein, said deposit not exceeding three (3) months' periodic rent.
(1) Landlord may apply such portion(s) of the deposit as are reasonably necessary to repair damage to the Premises other than normal wear caused by Tenant, or to inmates or tenants, including reasonable repair or replacement of, without limitation, furniture, fixtures, appliances, floors and/or floor coverings, windows, ceilings or walls in or about the Premises or apartment complex. Tenant remains liable for and shall promptly pay Landlord all sums in excess of said deposit required for said repair or replacement purposes.
(2) If Landlord applies any portion(s) of such deposit to any such purpose prior to termination of this tenancy, Tenant shall promptly pay Landlord the amount of said deposit less the amount so applied. Landlord's right to possession of the Premises for Tenant's default of any covenant or term herein shall not be in any manner limited by the application of the deposit to any such purpose.
(3) Upon termination of the tenancy for any reason, if Tenant does not leave the premises in as good condition as when received by Tenant from Landlord, including, without limitation, final cleaning of floors, carpets, rugs, drapes, curtains, windows, walls, fixtures and appliances. Any portion of the deposit not so used shall be refunded to Tenant within four (4) weeks after termination of the tenancy and within said time, Landlord will provide Tenant with an itemized written accounting of the disposition of the amounts deposited and return the remainder to Tenant.
(4) Tenant agrees to pay over the sum of \$ 150.00 and any pet will be kept on the premises.
(5) In the event the Tenant moves out prior to the expiration of his tenancy, the parties agree that the full amount of the security deposit shall be considered liquidated damages and the Tenant shall forfeit the entire amount of the security deposit to the Landlord.
7. Reasonable Rights of Inspection of Landlord: Tenant agrees not to unreasonably withhold consent for the landlord to enter the dwelling unit to make necessary repairs, to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, contractors, or other persons, and for emergency. Except in the case of emergency, the Landlord shall give the Tenant at least 24-hours notice of intent to enter and may enter only during reasonable times.
8. Inventory of any Furnishings Included with Apartment: Landlord has provided to Tenant furnishings including carpeting, drapes or blinds and appliances, and Tenant agrees to take good care of such and return the same at termination of this lease in good condition, differences being made for normal usage.
9. Condition of the Apartment at Time of Execution of Lease: By signing this Agreement, the Tenant acknowledges the unit is safe, clean, and in good condition. The Landlord has made no promises to decorate, alter, repair, or improve the unit, except as described on the unit inspection report. The Tenant also agrees that the

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TOTAL P. 01

CONFIDENTIAL

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AA001344

13. House Rules — Quiet Conduct: Tenant has read and agrees to comply with and acknowledge receipt of a copy of the house rules and policies now in effect, the same being expressly incorporated herein by this reference, and further agrees to comply with such amendments thereto as may from time to time be made by Landlord with any other Tenant or commit waste in or about the Premises or Projections. Tenant shall not violate any Federal, State, County or local law within the premises or apartment complex.
14. Waterbeds/Antennae: No waterbed or similar water-filled device shall be placed in or about the Premises without prior written consent of Landlord; if such consent is granted, said waterbed or device will be fully insured, and Tenant agrees to deposit with Landlord proof of adequate insurance. No television, radio, microwave or other antennae shall be placed in or about the Premises without the prior written consent of the Owner.
15. Sublease: Tenant shall not let, sublet, assign, or transfer all or any part of the Premises without the prior express written consent of Landlord; any such attempted lease, sublease, assignment or transfer shall be void.
16. Use of Premises by Tenant: The said premises are to be used and occupied by Tenant and those designated herein for residential purposes only and for no other purpose, and no trade, business or occupation shall be carried on therein. Tenant will use and occupy said premises and appurtenances in a careful, safe and proper manner and will comply with the County Ordinances and with directions of proper public officials as to the use thereof and will comply with all of the rules and regulations of the building other than that herein specified, nor permit the same to be occupied in whole or in part by any other persons, and will not bring, or permit to be brought into or upon said premises any substances or force or do any act which will increase the hazard of fire in or on said premises; nor shall Tenant permit any transfer by operation of law of Tenant's interest in said premises acquired through his lease, nor shall Tenant permit said premises to be used for any unlawful purpose or in any way that will injure the reputation of the premises; nor will Tenant permit any alterations, improvement or addition to or upon any part of the premises nor allow any sign or placard posted or otherwise provided in said written consent. All entries, passages, stairways, halls and other public places in the building shall not be obstructed or used by Tenant for any purpose other than ingress or egress of the apartments.
17. Loud Music or Other Noise: No music or noise shall be permitted on the premises which shall be objectionable to the occupants of the building or to the Landlord. Deadbolts and Keys: Tenant shall not have installed a deadbolt on the door to the said premises or change a deadbolt lock now existing on said premises without first having Landlord's consent, in writing and supplying to Landlord, for retention in case of emergency access to said premises, a said key to be deposited with Landlord and to be held at the main office, and the same may be used for entry into the premises in the event of any emergency.
18. Destruction/Condemnation: If there is any partial destruction of the Premises, or of the building in which the Premises are located, by fire, casualty or other cause, while such repairs shall interfere with the normal use and occupancy of the Premises by Tenant, if the premises are damaged or destroyed by fire, casualty or other cause to such an extent that enjoyment of the dwelling unit is substantially impaired, Landlord may terminate the rental agreement and Tenant may immediately vacate the premises and notify the Landlord within seven (7) days thereafter of his intention to terminate the rental agreement. Termination shall be as of the date of vacating. If any part of the Premises, or the building in which the Premises are located, shall be taken or condemned for a public or quasi-public use, then this Agreement shall terminate as of the date the same shall vest in the condemnor.
19. Subordination: This Agreement shall be subordinate and junior to any and all liens and encumbrances of any kind or description and any amount, whether existing or hereafter arising and placed by Landlord on the property of which the Premises are a part.
20. Attorney's Fees/Costs: In case suit shall be brought for any unlawful detainer on the premises, or for recovery of any rent or other charges due hereunder, or because of breach of any other covenant of this Agreement on the part of Tenant to be kept or performed, reasonable attorney's fees may be awarded to the prevailing party in such court action.
21. Notices: Tenant agrees to accept all Notices to Tenant, which may be delivered personally or by depositing the same in the United States mail, postage prepaid, and addressed to Tenant at the Premises, whether or not the Tenant has departed from, abandoned, or vacated the premises and all Notices shall be deemed effective if served as required by N.R.S. 40.280.
22. Time: Time is of the essence of this Agreement and each payment to be made as provided herein and of performance by each provision herein contained on the part of Tenant be kept, made or performed. All rights, remedies, elections, and powers granted Landlord by this Agreement or by law are cumulative and no one remedy is exclusive term or condition. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors, and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.
23. Liability: Tenant agrees to hold owner and its agents harmless from each and all claims of loss or damage to property and of injury or death to persons occurring on the premises and/or for Tenant's exclusive use. The Landlord is not responsible for the personal property of the Tenant, it is the Tenant's responsibility to obtain his own personal property insurance.
24. Termination by Tenant: (a) If the term provided in paragraph 1 above be for other than month-to-month, this Agreement shall be deemed a lease for said term; any holdover thereafter shall be month-to-month on the terms and conditions of this Agreement, except said terms shall not then include any option or right to renew or extend the term hereof, except by permission of the Landlord. (b) Tenant is required by this agreement to provide a written thirty (30) days notice to the Landlord at the rental office prior to tenant vacating the premises expiring on the termination date. Landlord may give a like termination Notice to Tenant. (c) If Tenant remains in possession of the Premises after the expiration of the term of this rental agreement or after its termination, without the consent of Landlord, Landlord may bring an action for possession, for rent, for ejectment, for unlawful detainer, for actual damages any one, more than one or all of the foregoing.
25. Vehicles: Tenant agrees to park vehicles only in the parking space assigned to the Premises, in designated open space parking areas or on the public street. No motor vehicle, nor any part thereof, shall be placed in any enclosed building within the apartment complex.
26. Breach of Rental Agreement: If the rent herein provided for shall at any time be in arrears or unpaid, or if Tenant shall violate or fail to observe any of the terms, conditions, rules or regulations set forth herein, or if the premises are used in any manner objectionable to Landlord, or if the occupant of said premises disturbs or annoys other occupants of the building, Landlord shall be entitled to declare this rental agreement breached and exercise all available rights of termination provided by law, equity or any statute including summary proceedings to obtain possession and give such notice thereof as are provided by law.
27. Entire Agreement: Concerning this Agreement and leasing of any apartment, it is not the policy of Landlord or its agents to enter into any oral agreements or to rely upon any oral representation(s). This Agreement contains the entire agreement between the parties hereto; all representations of Landlord and/or to Tenant are hereby merged herein.
28. Validity: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement in duplicate on the date first written above.

PLEASE READ CAREFULLY BEFORE SIGNING

0000286

<p>RECEIVED OF _____</p> <p>as a deposit in securing the rent</p> <p>and the balance of the rent shall be</p> <p>paid to the LANDLORD by the</p> <p>tenant on or before the date as</p> <p>indicated on the back of this</p> <p>check. The tenant shall not be liable to</p> <p>the LANDLORD for any amount</p> <p>over and above the amount shown</p> <p>on the back of this check.</p>	<p>Tenant</p> <p><i>[Signature]</i></p> <p>DATE 10/13/91</p>	<p>Tenant</p> <p>_____</p> <p>DATE _____</p>
	<p>Landlord</p> <p>_____</p> <p>DATE _____</p>	<p>Landlord</p> <p>_____</p> <p>DATE _____</p>

CONFIDENTIAL

LT 01250

12. **House Rules - Quiet Conduct:** Tenant has read and agrees to comply with and acknowledge receipt of a copy of the house rules and policies now in effect, the same being expressly incorporated herein by this reference. Tenant agrees to comply with such amendments thereto as may from time to time be made by Landlord with any other Tenant or control waste in or about the Premises or otherwise. Tenant shall not violate any Federal, State, County or local law within the premises or apartment complex.
13. **Waterbeds/Airframes:** No waterbed or similar water-bed device shall be placed in or about the Premises without prior written consent of Landlord; if such consent is granted, said waterbed or device will be fully insured, and Tenant agrees to deposit with Landlord proof of adequate insurance. No television, radio, microwave or other appliance shall be placed in or about the Premises without the prior written consent of the Owner.
14. **Sublease:** Tenant shall not let, sublet, assign, or transfer all or any part of the Premises without the prior express written consent of Landlord; any such attempted lease, sublease, assignment or transfer shall be void.
15. **Use of Premises by Tenant:** The said premises are to be used and occupied by Tenant and those designated herein for residential purposes only and for no other purpose, and no trade, business or occupation shall be carried on therein. Tenant will use and occupy said premises and appurtenances in a careful, safe and proper manner and in accordance with the County Ordinances and with directions of proper public officials as to the use thereof and will comply with all of the rules and regulations of the building and other than that herein specified, nor permit the same to be used for any purpose or in any way that will increase the risk of insurance thereon nor for any purpose other than that herein specified, nor permit the same to be occupied in whole or in part by any other persons, and will not bring, or permit to be brought into or upon said premises any substances or force or do any act which will increase the hazard of fire in or on said premises; nor shall Tenant permit any transfer by operation of law of Tenant's interest in said premises acquired through his lease, nor shall Tenant permit said premises to be used for any unlawful purpose or in any way that will injure the reputation of the premises; nor will Tenant permit any alterations, improvements or addition of or upon any part of the premises nor allow any sign or placard posted or placed thereon except by the written consent of the Landlord. All alterations, improvements and additions to the premises shall remain for the benefit of the Landlord unless otherwise provided in said written consent. All entries, passages, stairways, halls and other public places in the building shall not be obstructed or used by Tenant for any purpose other than ingress or egress of the apartment.
16. **Deadbolts and Other Noises:** No music or noise shall be permitted on the premises which shall be objectionable to the occupants of the building or to the Landlord. Deadbolts and Keys: Tenant shall not have installed a deadbolt on the door to the said premises or change a deadbolt lock now existing on said premises without first having Landlord's consent, in writing and supplying to Landlord, for retention in case of emergency access to said premises, a spare key to be deposited with Landlord and to be held at the main office, and the same may be used for entry into the premises in the event of any emergency.
17. **Destruction/Condemnation:** If there is any partial destruction of the Premises, or of the building in which the Premises are located, by fire, casualty, or other cause, while such repairs shall interfere with the normal use and occupancy of the Premises by Tenant. If the premises are damaged or destroyed by fire, casualty or other cause to such an extent that enjoyment of the dwelling unit is materially impaired, Landlord may terminate the rental agreement and Tenant may immediately vacate the premises and notify the Landlord within seven (7) days thereafter of his intention to terminate the rental agreement. Termination shall be as of the date of vacating. If any part of the Premises, or the building in which the Premises are located, shall be taken or condemned for a public or quasi-public use, then this Agreement shall terminate as of the date the said unit is in the condemnation.
18. **Subordination:** This Agreement shall be subordinate and junior to any and all liens and encumbrances of any kind or description and any amount, whether existing or hereafter arising and placed by Landlord on the property of which the Premises are a part.
19. **Attorney's Fees/Costs:** In case suit shall be brought for any unlawful detainer on the premises, or for recovery of any rent or other charges due hereunder, or because of breach of any other covenant of this Agreement on the part of Tenant to be kept or performed, reasonable attorney's fees may be awarded to the prevailing party in such court action.
20. **Notices:** Tenant agrees to accept all Notices to Tenant, which may be delivered personally or by depositing the same in the United States mail, postage prepaid, and addressed to Tenant at the Premises, whether or not the Tenant has departed from, abandoned, or vacated the premises and all Notices shall be deemed effective if served as required by N.R.S. 40.260.
21. **Time:** Time is of the essence of this Agreement and each payment to be made as provided herein and of performance by each provision herein contained on the part of Tenant be kept, made or performed. All rights, remedies, elections, and powers granted Landlord by this Agreement or by law are cumulative and no one remedy is exclusive of any other. Landlord's waiver of any term or condition hereof shall not constitute a continuing waiver thereof or of any other subsequent breach of any similar or dissimilar term or conditions. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors, and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.
22. **Liability:** Tenant agrees to hold owner and its agents harmless from each and all claims of loss or damage to property and of injury or death to persons occurring on the premises rented for Tenant's exclusive use. The Landlord is not responsible for the personal property of the Tenant. It is the Tenant's responsibility to obtain his own personal property insurance.
23. **Termination by Tenant:**
 (a) If the term provided in paragraph 1 above be for other than month-to-month, this Agreement shall be deemed a lease for said term; any holdover thereafter shall be month-to-month on the terms and conditions of this Agreement, except said term shall not then include any option or right to renew or extend the term hereof, except by permission of the Landlord.
 (b) Tenant is required by this agreement to provide a written thirty (30) days notice to the Landlord at the rental office prior to Tenant vacating the premises whether that thirty days is prior to or after the lease expiration or if term is month-to-month, and Tenant shall remain liable for the entire rent for said month expiring on the termination date. Landlord may give a like termination notice to Tenant.
 (c) If Tenant remains in possession of the Premises after the expiration of the term of this rental agreement or after its termination, without the consent of Landlord, Landlord may bring an action for possession, for rent, for use, for actual damages any one, more than one or all of the foregoing.
24. **Vehicles:** Tenant agrees to park vehicles only in the parking space assigned to the Premises, in designated open space parking areas or on the public street. No motor vehicle, nor any part thereof, shall be placed in any enclosed building within the apartment complex.
25. **Breach of Rental Agreement:** If the rent herein provided for shall at any time be in arrears or unpaid, or if Tenant shall violate or fail to observe any of the terms, conditions, rules or regulations set forth or referred to herein, or if the premises are used in any manner objectionable to Landlord, or if the occupant of said premises disturbs or annoys other occupants of the building, Landlord shall be entitled to declare this rental agreement breached and exercise all available rights of termination provided by law, equity or any statute including summary proceedings to obtain possession and give such notice thereof as are provided by law.
26. **Entire Agreement:** Concerning this Agreement and leasing of any apartment, it is not the policy of Landlord or its agents to enter into any oral agreements or to rely upon any oral representation(s). This Agreement contains the entire agreement between the parties hereto; all representations of Landlord and/or to Tenant are hereby merged herein.
27. **Validity:** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement in duplicate on the date first written above.

PLEASE READ CAREFULLY BEFORE SIGNING

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X. C. Heller P. Byatt 12/3/91
 TENANT DATE

 TENANT DATE

 TENANT LDC 285 DATE

 LANDLORD DATE

CONFIDENTIAL
 TT 01285

STATE OF CALIFORNIA

RANCHISE TAX BOARD.

333 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-1170
TELEPHONE: (818)



556-2942

8/31/95

Mr. Eugene G. Cowan
c/o Riordan & McKinzie
300 South Grand Avenue
Los Angeles, CA 90071

Re: FTB audit of Gilbert P. Hyatt for 1991

Dear Mr. Cowan:

We have reviewed your letter dated August 30, 1995. Based upon our initial review, it is apparent that further information and/or documents will be needed to make a determination. In order to provide the taxpayer with enough time to gather the necessary information, a waiver on the Statute of Limitations will be needed to extend the Statute. All cases must be submitted to review seven months prior to expiration of the Statute. For this reason, a waiver is enclosed, which should be signed by the taxpayer and sent to my office by September 8, 1995.

We are not able at this time to provide copies of any documentation or correspondence obtained during the course of the audit. These items will be made available to you upon your request at the protest level, after the case is closed.

The audit report is not disputing that the taxpayer now lives in Las Vegas. The purpose of the audit is to determine when the taxpayer established ties with the state of Nevada and when he severed his ties with California.

The documentation provided establishing that the taxpayer resides in Las Vegas has not been ignored by the FTB. It is not our intention to disregard information and documentation. We are aware that the taxpayer did begin to establish ties in Nevada in early 1992. It is our position that the ties established by the taxpayer in Nevada in the latter part of 1991 were formalisms, such as changing voter registration, to give the appearance of Nevada residency.

The FTB acknowledges that the taxpayer is a private person who puts a significant effort into protecting his privacy. It was noted that the apartment rented by the taxpayer in Las Vegas did not have any security gates or protection to prevent visitors from coming directly to the apartment. His home in Las Vegas did not have any gates or walls to keep visitors out.

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Your letter states that the taxpayer does not want his name publicly associated with his residence. This house was seen on the June 14, 1993 episode of the television series "Hard Copy". in a feature story about the taxpayer.

It was noted that there had been many articles about the taxpayer in the Los Angeles Times, Orange County Register, and other newspapers and magazines during the latter part of 1991 and early 1992.

There was an article in the New York Times dated 2/1/95, which stated that "Reached in La Palma, Calif., Mr. Hyatt said that six of Japan's largest companies had now agreed to make payments to him."

A public relations firm Charles McHenry of McHenry and Associates in Oregon gave a press release to PR Newswire Association on February 24, 1992, with a dateline of La Palma, CA which stated that the taxpayer resides in Las Vegas.

An article date 2/25/92 was published in the Los Angeles Times stating that the taxpayer is looking for a permanent home in Las Vegas, where, he said he will work closely with the Interface Group, which coordinates the computer industry's largest trade show, Comdex, in the fall of each year.

An article dated 2/25/92 was published in the Los Angeles Times Orange County edition stating that Gilbert Hyatt has moved to Las Vegas. Hyatt had stated in the article, "Las Vegas is a free-trade zone, which makes it attractive for exporting."

According to your letter dated 8/30/95, the taxpayer decided to leave California in mid-1990 and that he spent 10 months to "wrap up" his California activities. Did the taxpayer attempt to sell his home in La Palma prior to selling it to Grace Jeng? If so, please provide documentation such as advertisements, real estate listing agreements, etc. to substantiate the taxpayer's attempts to sell the house in La Palma.

If the taxpayer moved to Nevada on September 24, 1991 and he rented an apartment in Las Vegas in mid-October, where did he stay from September 24, 1991 until he rented the apartment? Provide documentation, such as hotel receipts, restaurant receipts etc. to substantiate where the taxpayer resided for the period from September 24, 1991 through November 1, 1991.

According to your letter, the taxpayer began looking for a house in Las Vegas in early December 1991 and that he had made offers on 10 homes. Please provide documentation of the offers and provide the name(s) and address(es) of the realtor(s) that the taxpayer was working with in looking for a home in Las Vegas.

According to your letter, the taxpayer worked in Nevada as of September 1991 and that he applied for a Nevada business license in late 1992. Please provide a copy of the business license.

The taxpayer is concerned about the failure of FTB to mention certain documents (listed on page 5 of your letter); these documents have not been ignored. We are aware that the taxpayer did begin to establish ties in Nevada in early 1992. We noted that the taxpayer did have many checks written to Nevada parties around the time that he bought the house in Nevada in April of 1992.

The FTB report does not ignore the fact that the taxpayer's wife took legal action to reopen divorce proceedings. In the Maystead case, the court recognized the taxpayer's Nevada residency. The case was filed at the end of 1992 and was heard in 1993. The court's determination of the taxpayer's residency for purposes of this case has no bearing on the FTB residency determination for 1991.

Your letter states that Mr. Hyatt is concerned about the confidential treatment of his documents since the FTB made duplicate requests for the same information. None of the material submitted have been lost. Duplicate requests are often sent when the documents requested have not been received. All of the documents received are either date stamped or signed and dated upon receipt and are filed in the correspondence section of the workpapers.

The actual time spent in California, Nevada, and elsewhere in 1991 and 1992 as revised by the taxpayer was:

1991: California 7 months; Nevada 3.5 months; Other 1.5 months

1992 California 1 month ; Nevada 10 months; Other 1 month

Please provide documentation to support business travel to other locations for both years, such as hotel and airline receipts, meals, and documentation of meetings attended.

Please provide documentation as to the assignments performed by the taxpayer's associate Grace Jeng. Please provide a schedule of consulting fees paid to Grace Jeng and an explanation as to how her compensation is determined, whether hourly, weekly, etc. Were payments made to her by cash or check?

Regarding the banking information requested, the Franklin Federal Money Fund may not have been classified as a bank or savings and loan account. This information and the account activity of this account is relevant to this examination, as there were checks written on this account to the Wagon Trails Apartment and other parties. This account would be considered a California tie, as the taxpayer opened the account in California, using his California address.

Page 3

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CONFIDENTIAL

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Regarding the banking information requested, I had spoken to Mr. Kern about this on January 6, 1995. He was concerned about the volume of the documents and the cost of copying them. I told him that we would request the documents ourselves, with the taxpayer's authorization. He indicated that they would rather obtain the documents themselves.

The banking information was requested in letters dated December 5, 1994, January 6, 1995, January 20, 1995, March 1, 1995, and March 23, 1995. A formal demand letter was prepared to be sent on April 11, 1995 regarding this information. This letter had not been sent, as Mr. Kern called in the afternoon and stated that the documentation was being sent. As this information had been requested numerous times, we did not follow through with any additional requests, in light of Mr. Kern's statement that they had supplied all information.

If the taxpayer has any additional banking or credit card information which he wishes to submit, please send it to my office. There was no banking documentation or credit card information sent for year 1990.

Regarding the checks drawn on Mr. Hyatt's accounts that were cashed in California in 1991 and 1992, please provide documentation to support the following items:

11/9/91	Linda Wetsch	\$10,000.00	San Diego
12/22/91	Leni Schlindwein	\$50.00	Northridge
1/18/92	Ron R. Hoffman	\$200.00	Los Angeles
1/18/92	Copley/Colony Cable	27.50	Santa Ana
1/31/92	KCET	100.00	Los Angeles
1/20/92	Bill Sherman	20.00	Manhattan Beach
2/11/92	Black Angus	66.00	Cerritos
3/1/92	Harry Widdifield	1,000.00	Los Angeles
3/11/92	Copy Us, Inc.	164.81	Fullerton
3/12/92	John Heller	10.00	Los Angeles
4/9/92	John Herman	121.75	Los Angeles
4/13/92	Ron Schuchord	390.00	El Monte
7/11/92	Leni's Typing	500.00	Northridge
7/27/92	Xerographic Copier	377.10	California
7/27/92	Xerographic "	3,900.00	California
7/28/92	Copy Tech	740.99	Long Beach
8/12/92	Leni's Typing	500.00	El Monte
9/2/92	John Harmon	151.30	California
9/3/92	Chasen's	500.00	California
9/21/92	Chasen's	1,926.48	California
10/2/92	Majordomo	593.31	Santa Monica
10/2/92	Leni's Typing	400.00	El Monte
10/20/92	Youngmart Travel	1,700.00	California
10/30/92	John Harmon	167.20	California
11/15/92	John Harmon	300.00	Pasadena
12/6/92	Leni's Typing	1,267.00	California
12/6/92	Adella Bormentors	300.00	Los Angeles

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Please provide documentation as to the taxpayer's use of professionals which has not been previously provided, such as the professionals used outside of California. Please provide documentation of the taxpayer's trips to California for medical treatment, such as airline tickets, hotel bills, etc. Please provide documentation of physicians treating the taxpayer for pneumonia.

Please provide documentation of the taxpayer's Nevada affiliations and activities. We were unable to obtain third party documentation of most of these items, but we will examine and take into consideration documentation provided by the taxpayer.

Please send any additional documentation which you wish to have included in the report to my office by September 22, 1995. If you have any questions or need additional information, please contact me.

Sheila Cox
Tax Auditor

cc: Gilbert Hyatt
Michael Kern CPA

0000292

Page 5

CONFIDENTIAL

II 01926

ARA00292
AA001353

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

3 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-1170
TELEPHONE: (818)

556-2942

9/26/95

Mr. Eugene G. Cowan
c/o Riordan & McKinzie
300 South Grand Avenue
Los Angeles, CA 90071

Re: FTB audit of Gilbert P. Hyatt for 1991

Dear Mr. Cowan:

We have reviewed your letter dated September 22, 1995. This letter and your previous letter dated August 29, 1995 both state that the taxpayer moved to Las Vegas in September of 1991. The following question still has not been answered:

QUESTION

1. If the taxpayer moved to Las Vegas in September of 1991, where did he live from September until the end of October, when he rented an apartment at the Wagon Trails Apartments?

DOCUMENT REQUEST #1

Provide documentation, such as hotel receipts, restaurant receipts etc. to substantiate where the taxpayer resided for the period from September 24, 1991 through November 1, 1991.

Your letters dated September 22, 1995 and August 29, 1995 both state that the taxpayer moved into the Wagon Trails Apartment on October 20, 1995. The rental agreement shows that the taxpayer paid \$228 for the period from October 20, 1991 through October 31, 1991.

DOCUMENT REQUEST #2

Provide a copy of the check for the initial payment to Wagon Trails Apartment for the period 10/20/91-10/31/91. The first check we have for payment to the Wagon Trails Apartment is Check #6 on the Franklin Federal Money Fund Account, dated October 28, 1991 for rent for November 1991.

0000293

File copy

Sent 7/26/95

CONFIDENTIAL

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AA001354

It is our position that the ties established by the taxpayer in Nevada in the latter part of 1991 were formalisms, such as changing voter registration, to give the appearance of Nevada residency. The taxpayer knew that he would be receiving payments from Matsushita and Fujitsu in the fall of 1991.

The taxpayer signed an agreement to receive payments from Matsushita Co. Ltd. of Osaka Japan on November 14, 1991 for the use of his patent for the microchip. On November 15, 1991 \$25,000,000 was wire transferred to Gilbert Hyatt through a trust account at Union Bank in Los Angeles. The taxpayer signed an agreement to receive payments from Fujitsu Ltd. of Tokyo Japan on October 24, 1991 for the use of his patent for the microchip. On October 31, 1991 \$15,000,000 was wire transferred to Gilbert Hyatt through a trust account at Union Bank in Los Angeles.

When we were at the Wagon Trails Apartments, we saw the rental file for the taxpayer. The manager had stated that the taxpayer did pay the rent by check each month, often paying ahead of time with a postdated check. We saw in the file an envelope which Mr. Hyatt had used to pay the rent. The envelope had a return address of P.O. Box 60028 Las Vegas. The envelope was postmarked from Long Beach, California and was date stamped 12/8/91.

The taxpayer stated that he joined a temple in Las Vegas, but when we wrote to the Temple Beth Am in Las Vegas, Nevada at the address provided by the taxpayer, the letter came back from the post office, as the address had been forwarded and the forwarding order had expired. A letter was sent to the new address and no response was received.

The taxpayer did open bank accounts in Nevada, but it was noted that the taxpayer opened three Las Vegas bank accounts at California Federal Bank, where he already had accounts in California. The statements show that transactions were made in Las Vegas and in California. By doing so, the taxpayer was able to easily make banking transactions in either Nevada or California.

Your letters dated August 30, 1995 and September 22, 1995 both stated that the taxpayer sent in a changes of address in the fall of 1991. We have a confirmation from the U.S. Postmaster in La Palma, California that they do not have a record of any address changes and that mail for the taxpayer is still being delivered to 7841 Jennifer Circle in La Palma.

We do acknowledge that the taxpayer began to establish ties with the state of Nevada in April of 1992 when he purchased a house. We do not know how much time the taxpayer actually spent at this house in Las Vegas. We do have information that he was still spending time at the house in La Palma after this time period. We also had been informed that the house in Las Vegas had been for sale prior to our Las Vegas visit in March of this year.

The taxpayer contends that his modest lifestyle and low profile help him to maintain his privacy. The FTB is aware of the methods which successfully increase one's privacy. In performing audits of this type, the FTB does examine the lifestyles of many wealthy and famous individuals. These individual do use security systems, gates, etc. to protect their privacy, as any person would. Living modestly is different from being secure and protected in one's home. There are modest apartments and homes, which have security from uninvited visitors.

Regarding the various articles about the taxpayer, we do acknowledge that not all news articles are accurate, but we noted that it was unusual that taxpayer would allow the press to know that he was residing in Las Vegas and looking for a permanent home in Las Vegas, particularly since he desired to keep a low profile and to keep uninvited visitors out.

Regarding the business services provided by Grace Jeng for the taxpayer, you had indicated in your letter dated August 30, 1995 that Ms. Jeng performs certain research and related computer tasks and bookkeeping tasks for the taxpayer. Your letter dated September 30, 1995 states that Ms. Jeng performed these services through Leetronics Corporation and that the taxpayer paid Leetronics for Ms. Jeng's services.

QUESTIONS:

2. When the taxpayer wished Ms. Jeng to perform bookkeeping tasks, did he send his bookkeeping information to Leetronics?
3. Your letter dated August 30, 1995 stated that the taxpayer often has an associate write checks for him and he signs them. Were these checks written by Ms. Jeng?
4. Your letter dated August 30, 1995 stated that the taxpayer had Ms. Jeng cash checks for him and that she then gave the money to him. Your letter states that most of these checks were cashed in Nevada.) How often did Ms. Jeng travel to Nevada to attend to the taxpayer's business matters?

We interviewed the managers of the Wagon Trails Apartments and they provided the rental file for examination. The manager Clara Kopp had stated that the taxpayer had rented the apartment, but Grace Jeng had come in and made the rental arrangements for him. She had signed the lease for him and did the initial walkthrough of the apartment. He later came back and signed for himself. He had faxed the initial application to her. Grace Jeng had signed the move-out notice when the taxpayer moved out.

QUESTION:

5. When Ms. Jeng performed these services for the taxpayer, did the taxpayer assign these tasks to Ms. Jeng verbally through Leetronics Corporation and did he reimburse her for travel expenses, etc.?

402013

In making a residency determination, banking information is one part of the evidence that we weigh in making our determination. Regarding the banking information, the taxpayer's mutual fund money market account is relevant to the residency determination of the taxpayer. The taxpayer opened this account in California using his La Palma address and he deposited over \$40 Million in this account. The original address on the account was never changed. As stated above, the taxpayer did not change this address with the La Palma post office.

The taxpayer's bank accounts, where his assets are located, is a factor in determining residency. The argument that a person passing through Oregon who opened a bank account in Oregon would make them a resident of Oregon is incorrect and is not indicative of our position. Our position is that a bank account in California is considered a California tie when the person has been a resident of California for a number of years. The fact that the bank statements were sent to a California address after the taxpayer supposedly left California indicates that he still had ties in California.

There appears to have been confusion over the request for banking information which had not been provided by the taxpayer. There were letters sent to Mr. Kern on 12/5/94, 1/6/95, and 1/20/95 requesting a list of all bank accounts and credit cards active during years 1990, 1991, and 1992.

When I met with Mr. Cowan at his office in February of 1995, the information from the taxpayer's California bank accounts was not available. I had indicated in my letter dated March 1, 1995 that I would request the information directly from the bank myself, with the taxpayer's permission. I received a letter dated April 13, 1995 from Mr. Kern that he would be sending the banking information requested. If the taxpayer wishes to send more banking information, it will be accepted for examination.

Regarding the list of checks sent in the last letter, it was noted that it seems unusual for the taxpayer to order items such as a copier and copy toner by phone or mail in California, when these are items that could have been obtained in Nevada, thus avoiding any shipping charges.

Please send any additional documentation which you wish to have included in the report to my office by October 13, 1995. If you have any questions or need additional information, please contact me.

Sheila Cox
Tax Auditor

cc: Gilbert Hyatt
Michael Kern CPA

0000296

Page 4

CONFIDENTIAL

402084
ARA00296
AA001357

FTB Residency Case
Gilbert Hyatt
SS# 069-30-9999

3/6/95-3/8/95

Sheila Semana and I went to Las Vegas to confirm information which we had obtained from the taxpayer and to conduct some third party interviews.

3/6/95

We went to the local library to check the phone directory, street address directory, and the local Nevada newspapers. We got a copy of the criss cross street address directory for Las Vegas and looked up Tara Avenue. The following addresses were noted in the same block as 7335 Tara:

7315 Tara	G.C. Eggers	no phone listed
7335 Tara	nothing	no phone listed
7345 Tara	Jack L. Chambers	873-9510
7353 Tara	nothing	nothing
7383 Tara	Harold Pryor	367-0314

We obtained approximately 10 articles about Mr. Hyatt from the references at the library.

We checked the microfiche index for the Las Vegas Sun and the Las Vegas Review Journal for the period from 1/1/91 to 11/30/93 and found no listings for Gilbert Hyatt. The reference librarian checked the online service for these papers and found only one article dated 11/14/90. This article was about Gilbert Hyatt being granted a patent for inventing a memory architecture that significantly increases DRAM performance.

3/6/95

We went to the Mail Room Plus at 4012 S. Rainbow Blvd #K. We asked the manager there if he knew who rented the P.O. Box 469 at 4012 Rainbow. He said that Gilbert Hyatt was a familiar name. He said that P.O. Box 469 was closed about 1 year ago and that someone else was using it. He said that he would give no further information without a court order.

We noted while driving along Rainbow Blvd. toward the taxpayer's address that we saw a Spring Valley Sam's Club and the office of Steven Hall DDS. The taxpayer had written checks to these places.

We drove by the house at 7335 Tara at approximately 12:30 PM. We saw a light blue Toyota Celica parked behind the house. We only saw a small corner of the car, and we were unable to get the license number. We noted that the house was not landscaped at all and that the driveway was unfinished. The mailbox did not have a name on it. The house did not have any fences or gates enclosing it and there were no signs of any security or alarm systems.

CONFIDENTIAL

H 00402

3/6/95 continued

We noted that the lot to the left of 7335 was vacant. There was another house to the left, on the corner. There were two houses to the right of 7335. Across the street from 7335 there were vacant lots. There was one house at the corner of Tara and Tenaya which did not have a street number. There were construction workers working there all three days that we observed the house.

We saw the mail carrier, so we stopped and asked her if she delivered on Tara Avenue. She said yes, but that she could not give us any information. We knocked on two of the neighbors doors, but no one was home.

3/6/95

We went to the Wagon Trails apartment building at 3225 South Pecos. We observed that they were apartment buildings with approximately 8 apartments to each building and there were at least 6 buildings that we saw. The apartments did not have any security gates or doors. Each apartment building had its own parking lot with covered parking. The apartment had a pool which was by the management office. The managers had a separate office.

We went to the management office and spoke to the managers Sherri Lewis and Clara Kopp. Sherri had only worked there for a few years, but Clara had worked there for a long time. They indicated to us that many of the apartment tenants were subsidized by HUD. We asked her if she remembered who had rented apartment 237 during the period from October of 1991 to April of 1992. She went to get the file for the apartment.

She said that Gilbert Hyatt had rented the apartment. Grace Jeng had come in and made the rental arrangements for him. She signed the lease for him and did the initial walkthrough of the apartment. He later came back and signed for himself. Clara stated that she didn't see him too often. He had faxed the initial application to her. He had stated that his employer was D&C Corporation of P.O. Box 846 Cypress, California (213) 809-1087.

He had listed that his closest relative or contact was his associated Grace Jeng at 13337 E. South Street Cerritos, California 90071. His automobile was a Toyota Celica with a California license 886 SLP. His previous address was listed as P.O. Box 3357 Cerritos, California.

When I asked Clara if the apartment 237 appeared to be regularly occupied, she stated that he travelled a lot. There were no complaints about him. She seemed to indicate that this was somewhat unusual. She checked the maintenance report from when the apartment was vacated in April of 1992. She said that the apartment was very clean when he moved out and that there were no damages to the apartment. They only had to do minimal maintenance before renting it out again.

2/2

0000298
CONFIDENTIAL
H 00403

3/6/95 continued

Mr. Hyatt had stated in his letter of 30 day notice that he had bought a house and that he was moving back to California. Grace Jeng had signed the move-out notice. He had listed as a forwarding address P.O. Box 60028 Las Vegas, Nevada.

Clara had stated that she did not observe Mr. Hyatt moving into the apartment, so she did not know how much or what type of furniture he had moved into the apartment.

I asked the managers if they had any record of how the rent had been paid, whether through the mail, in person, etc. They indicated that they have no record of it. He did pay by check each month. We saw in the file an envelope which Mr. Hyatt had used to pay the rent. The envelope had a return address of P.O. Box 60028 Las Vegas. The envelope was postmarked from Long Beach, California and was dated 12/8/91. Clara stated that he would pay the rent ahead of time with a post dated check. They would keep the check until the rent was due.

Clara did not remember seeing any vehicles at the apartment and does not remember seeing any other individuals at the apartment. She does not remember seeing any visitors to the apartment. She said that the mail for the apartments is delivered to their individual mailboxes. She said that she had not observed Mr. Hyatt ever using the swimming pool, jacuzzi, etc.

I asked them if I may have copies of the documents in the file, and they stated that they would send it to me after I send them a request in writing. I asked if any of the tenants currently in the building where apartment 237 is lived there during the period from 10/91 through 4/92. Clara stated that apartments 133 and 135 had lived there for at least 5 years.

We went to apartment 133 and a woman answered the door. She stated that she was babysitting and that she did not know when the tenant would be back. No one answered the door at apartment 135.

3/6/95

We returned to the house at 7335 Tara at approximately 8:00 PM. We noted that there were no lights on at the house and we were unable to tell if the car was still parked behind the house. We saw one plastic garbage bag at the curb.

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CONFIDENTIAL

H 00404

ARA00299

AA001360

3/7/95

We returned to 7335 Tara at approximately 8:00 AM. We could not see any cars. The garbage bag was still at the curb.

We drove by the representative's office at 6100 Elton. We saw a late model white Toyota Celica with a Nevada license 333 DMP. This car had a USC license plate frame and a USC bumper sticker.

We returned to the Wagon Trails apartments and talked to the managers again. I gave them my business card and told them that I would be sending them a letter next week requesting copies of the file for Gilbert Hyatt. Clara said that she had thought about it overnight and she did not remember seeing Gilbert Hyatt at the apartment.

We went back to apartment 133 and the elderly woman let us in the apartment. We asked if she remembered who had lived in apartment 237 during the period from 10/91 through 4/92 and she said that she could not. She did not recognize Mr. Hyatt when we showed her a picture.

We returned to 7335 Tara at 2:00 PM. We could not see any cars. There were 2 garbage bags at the curb. There was a Priority Mail package by the front door of the house. I walked up to the house and looked at the package. The addressee was Mary Stratton and no address was on the package. The taxpayer bought the house from Jerry and Mary Stratton.

Spoke to Mr. Pryor (an elderly gentleman) who lived 2 doors down to the right of 7335 Tara. His address was 7385 Tara. He said that he has lived here for 10 years. He said that he sees no one at the house at 7335. He said that some people built the house and that they sold it. He said that they wonder why the people don't landscape the house. He said that he has only seen a woman at the house. We knocked at the other houses on the street, but no one was home. We asked the construction workers across the street if they had been working there long. They indicated that they had just started working there.

At 4:00 PM we went to the house at 7370 Edna. This is the house directly behind 7335 Tara. We spoke to a woman. She said that her husband had spoken to a man at the house behind 2 summers ago. She said that she does not notice if anyone has been at the house from looking over the fence, nor does she notice lights on at the house. She seemed reluctant to speak with us.

At 4:05 PM we went to the house at 7345 Tara (next door to 7335). We had noticed that the garage was open and that there was a car there. No one had answered when we were there earlier. A young boy of approximately 18 years old answered the door. I identified myself and told him that I would like to ask him a few questions. I asked him if he knew who owned the house next door at 7335 Tara. He said "yes". I asked him if he would tell me who. He said, "I can't give that information." I asked him when his parents would be home, and he said that they would be home at 6:00.

CONFIDENTIAL

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ARA00300
AA001361

3/7/95 continued

at 4:10 we saw the Silver State Disposal Service coming up the street. We asked the trashman if they got much trash at 7335 Tara. He said that they got a bag every once in a while. He said that he had always wondered if anyone lived there.

At 4:20 we talked to the lady across the street at the corner of Tara and Tenaya. This is the house under construction. She stated that she has lived there for six months. She said that she has not seen people at 7335 Tara house, but her son said that he has seen a Chinese lady and a white man there, but not very often. She said that the house had been for sale, but they had taken it off the market. Her plumber had done the plumbing at 7335 Tara and she gave me his phone number (702) 363-0008. She stated that she does not see lights on at the house at 7335 Tara.

At 4:50 we went to the Spring Valley Sam's Club and spoke to the manager Mike. He said that this store number is 6382. The store on Pecos is 6177. He showed us where it is printed on the back of checks, on the middle of the top line. He said that they do not give out any third party information. He said that the members may request information about their own accounts.

At 5:00 we drove by 7335 Tara and noted that the package was gone from the front of the house. We spoke to GC Eggers at 7315 Tara. He lives at the corner house on the same side as 7335. There is a vacant lot between the two houses. He said that he has seen people come and go at times at 7335 Tara, but he does not know the people. He has seen them pick up trash a few times. He said that he has lived in the neighborhood quite a while.

0000301

CONFIDENTIAL

H 00406

ARA00301
AA001362

3/8/95

At approximately 9:00AM we drove by the house at 7335 Tara. We were not able to see any cars.

We went to the Caldwell Banker office at 2975 S. Rainbow Blvd. and spoke to the manager Robert H. Hamrick. We asked if the house at 7335 Tara had been listed recently on the multiple listings. He went to check and said that it did not show up on the multiple listings. He provided us with a printout for the property that shows that the property is owned by Kern Trust and Michael W. Kern Trust. The previous owner is Jerry C. and Mary T. Stratton. The billing address is listed as 6100 Elton Ave. #1000 Las Vegas. (This is the representative's address).

The Stratton's purchased the vacant land in September of 1988 and they sold the house for the first time in April of 1992.

We went to Mike Kern's office at approximately 10:30 AM at 6100 Elton. We saw the white Celica in the parking lot again. I told the receptionist that I did not have an appointment, but that I would like to see Mr. Kern if he was in. She said that he was in and that she did not know when he would be in. I asked if Mr. Hyatt was in, (as Mr. Kern had told me that Mr. Hyatt is using office space there) and she said "Mr. Who?". I gave her my business card for Mr. Kern and told her to tell him that I had been in, but that it was not urgent.

0000302

CONFIDENTIAL

H 00407

2/6

1720

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
333 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-1170

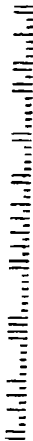


*Personal Computer
consulting —*
BUR JAN 30

Personal Computer Users Group
316 Bridger Avenue
Las Vegas, Nevada 89101

R
TO
FORWARD EXPIRED

*No listing for Personal
Computer Users Group*



0000303

CONFIDENTIAL
H 01495

ARA00303
AA001364

1720

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
333 N. GLENDALE BLVD., SUITE 200
BURBANK, CA 91502-1170

10-10-95

Agent	
Insurance	
File No.	
Due Date	
Fee Waiver	
Verant	No Appt. Fee No.
Att. No.	Initials



BUR FEB 14 1995 REC'D

44 407 30

Temple Beth Am
4180 Peccos Road
Las Vegas, Nevada

Handwritten barcode

0000304

CONFIDENTIAL
H 01497

BUR JAN 30 1995

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

133 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-1170



DEMAND TO FURNISH
INFORMATION

Authorized by
California Revenue & Taxation Code
Section 19504 (formerly 19254 (a) and 26423 (a)*)

The People of the State of California to:

Nevada Development Authority
3900 Paradise Suite 155
Las Vegas, Nevada 89109

In the Matter of:

Gilbert P. Hyatt

Social Security No.: 069-30-9999
or Corporation No.:
For the years:

This Demand requires you to furnish the Franchise Tax Board with information specified below from records in your possession, under your control, or from your personal knowledge. The information will be used by this department for investigation, audit or collection purposes pertaining to the above-named taxpayer for the years indicated.

1. Copy of application for membership in NDA.
2. Copy of any address changes submitted and date submitted.
3. Records of attendance at any meetings or functions.

We Can Not Find any history for:

Virginia Authorities or Gilbert Hyatt

10/21

FRANCHISE TAX BOARD

By: S. Cox

Authorized Representative

Dated: January 24, 1995

Telephone: (818) 556-2942

* Legislation effective January 1, 1994 (S.B. 3, Stats. 1993, Ch. No. 31) consolidated certain provisions of the California Revenue & Taxation Code which caused some sections to be revised and renumbered.

0000305

FTB 4973-39 (REV 3-94)

CONFIDENTIAL

H 01490

ARA00305
AA001366

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

1111 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-1170
TELEPHONE: (818) 556-2942



1/24/95

Nevada Development Authority
3900 Paradise Suite 155
Las Vegas, Nevada 89109

Gentlemen:

For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the documents specified in our form FTB 4973-39 here enclosed.

For your convenience we have enclosed self addressed, postage paid envelopes.

Thank you very much for your cooperation.

Sheila Cox
Tax Auditor

0000306

CONFIDENTIAL

H 01491

ARA00306
AA001367

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
333 N. GLENOAKS BLVD., STE. 200
BURBANK, CA 91502-1170

BUR MAY 22 1995 REC'D

(818) 556-2942

April 12, 1995

Nevada Governor Robert Miller
555 E. Washington Avenue
Las Vegas, Nevada 89101

95-2922
GOVERNOR'S OFFICE
LAS VEGAS, NV
APR 20 1995
RECEIVED

Dear Sir:

For the purposes of administering the California Personal Income Tax Law, and for that purpose only, the following information is requested under authorization of California Personal Income Law Section 19254.

Please indicate which dates Gilbert P. Hyatt visited your office and/or attended meetings or events to discuss international trade activity.

For your own convenience, you may make marginal notations on the extra copy of this letter and return it in the enclosed postage paid envelope.

Thank you for your valuable cooperation.

Sheila Cox
Sheila Cox
Tax Auditor
Telephone (818) 556-2942

*Per your request, please note
this office have no had any contact with
Mr. Hyatt by phone or in person.*

Mary Ann Gross
Mary Ann Gross

0000307

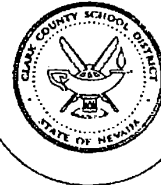
CONFIDENTIAL
H 01820

ARA00307
AA001368

AN AFFIRMATIVE ACTION
EQUAL OPPORTUNITY EMPLOYER

CLARK COUNTY SCHOOL DISTRICT

2832 EAST FLAMINGO ROAD LAS VEGAS, NEVADA 89121 TELEPHONE (702) 799-5011
FAX 799-5063



BUR JUN 09 1995 REC'D

June 6, 1995

State of California
Franchise Tax Board
Attention: Sheila Cox
333 N. Glenoaks Blvd., Suite 200
Burbank, CA 91502-1170

BOARD OF SCHOOL TRUSTEES

Mr. Jeffrey L. Burr, President
Dr. James B. McMillan, Vice President
Ms. Susan C. Brager, Clerk
Mr. Howard Hollingsworth, Member
Dr. Lois Tarkanian, Member
Mrs. Judy Witt, Member
Mr. Larry P. Mason, Member
Dr. Brian Cram, Superintendent
FAX (702) 799-5505

Dear Ms. Cox:

The intent of this correspondence is to respond to your request for information regarding Gilbert Hyatt.

In your request regarding employment/service information for Mr. Hyatt, you indicated that he provided volunteer services to the Clark County School District in the area of computer training. Please be advised that the Human Resources Division is unable to verify such volunteer services on behalf of Mr. Hyatt in that payroll and service records are not maintained for anyone providing such volunteer services. In that Mr. Hyatt was not employed with the Clark County School District in a position for which he was receiving monetary compensation, there are no records to document any service that he may have provided to the district.

Should you have any questions regarding this information, please contact me at (702) 799-5484.

Sincerely,

A handwritten signature in cursive script that reads "Hilary Porter".

Hilary Porter, Personnel Analyst
Human Resources Division

/hp

0000308

CONFIDENTIAL

H 01836

ARA00308

PROGRESS REPORT

SC 5/12/95

TAXPAYER Gilbert P. Hyatt				AUDITOR S1			
REPRESENTATIVE Mike Kern / Eugene Cowan				TELEPHONE NO.			
DATE	INITIALS	ACTION TAKEN				TIME	
		DATE ASSIGNED	TAX YEAR(S)	MODEL NUMBER	ESTIMATED DATE OF COMPLETION: →	CURRENT HOURS	TOTAL TO DATE
		DATE SCOPE	EARLIEST STATUTE DATE	ESTIMATED HOURS TO COMPLETE AUDIT: →			
5/12/95	SC	Completed Lexis Search and organization of newstyle —				7	436
5/13/95	SC	Worked on analysis of correspondence file				5	441
5/16/95	SC	Received a call from the governor's office — Rashanda called — → 702-486-2500 She said that Gilbert Hyatt has not been to the Governor's office. Called back and spoke to Secretary Mary Ann — She said that they have never heard of Gilbert Hyatt. Neither have the Governor's security people. She said that she will send me a statement in writing —					
5/17/95	SC	Spoke to Hilary Porter of Las Vegas School District — She has not been able to find out any information about Gilbert Hyatt's volunteer activities. She has inquired of several computer specialists within the school district — She will send a statement in writing —				3	
5/22/95	SC	Received letter from the governor's office — Received 3rd notice contact letter to Grace Teng back from the Post Office — The letter was unclaimed —					
5/23/95	SC	Began organization of Narrative				7	448
5/24/95	SC	Continued organization of Narrative Request 12/92 & 12/93 return from Digital Nutronics				6	454

FTB 6432 (REV. 4-88)

50 5698

1/31

0000309

31 of 36



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
333 N. GLENDALE BLVD., STE. 200
BURBANK, CA 91502-1170



(818) 556-2909

August 10, 1994

In reply refer to:
367:BUR:fps

Orange County Recorder
P. O. Box 238
Sta. Ana, CA 92702

Gentlemen:

For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the information specified below from records in your possession or under your control.

1. Copy of the Grant Deed or similar document to record the transfer of a real estate property located at 7841 Jennifer Circle, La Palma, CA 90623 (AP # 263-324-46) from GILBERT P. HYATT TO GRACE JENG.

The recording might have occurred in mid-June 1993.

A check for \$10.00 is enclosed to cover related charges.

For your convenience we have enclosed a self-addressed, postage paid envelop.

Thank you very much for your cooperation.

F. P. Soriano
F. P. Soriano
Tax Auditor

*OK GR1 Recorder
P.O. 238
STA Ana*

*92702 #211
12 CIVIL & Prob. Rec.
STA. ANA*

CONFIDENTIAL
H 01454

0000310

RECORDING REQUESTED BY

GRANTEE

AND WHEN RECORDED MAIL TO

GRACE JENG

12419 Dawn Lane

Orange, CA 92663

7841 Jennifer Circle

La Palma, CA 90623

GRACE JENG

12419 Dawn Lane

Orange, CA 92663

7841 Jennifer Circle

La Palma, CA 90623

DOC # 93-0404104

16-JUN-1993 03:34 PM

Recorded in Official Records
of Orange County, California
Lee A. Branch, County Recorder

Page 1 of 1 Fees: \$ 5.00
Tax: \$ 172.50

93

4
0
4
1
0
4

Grant Deed

CD 884 B

THIS FORM FURNISHED BY TRUSTORS SECURITY SERVICE

161810

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is \$192.50

(X) computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

(-) Unincorporated area: (X) City of La Palma and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

GILBERT P. HYATT

hereby GRANT(S) to

GRACE JENG a single woman

the following described real property in the City of La Palma

County of Orange, State of California:

LOT 131, TRACT 6055, AS PER MAP RECORDED IN BOOK 222 PAGES
15 THROUGH 17 INCLUSIVE

Commonly known as 7841 Jennifer Circle, La Palma, California

Dated October 1, 1991

GILBERT P. HYATT

State of California

County of Orange

On October 1, 1991

before me, Darlene Beer

personally appeared GILBERT P. HYATT

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 Darlene Beer



Title Order No. Escrow, Loan or Attorney File No.

MAIL TAX STATEMENTS AS DIRECTED ABOVE

0000311

CONFIDENTIAL

H 01457

ARA00311
AA001372

BUR JUL 12 1994 REC'D

RIORDAN & MCKINZIE

A PROFESSIONAL LAW CORPORATION

ORANGE COUNTY OFFICE
511 ANTON BOULEVARD
SUITE 116
COSTA MESA, CALIFORNIA 92626
(714) 433-2900
FAX (714) 545-3244

CALIFORNIA PLAZA
300 SOUTH GRAND AVENUE
TWENTY-NINTH FLOOR
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 620-4824
FAX (213) 229-8550

WESTLAKE OFFICE
5743 CORSA AVENUE, SUITE 116
WESTLAKE VILLAGE, CA 91362
(818) 706-1800 (805) 496-4683
FAX (818) 706-2956

RICHARD J. RIORDAN
(RETIRED)

EUGENE G. COWAN
DIRECT DIAL
(213) 220-5515

July 11, 1994

08-160-002

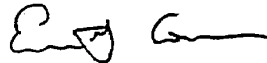
Mr. Felix P. Soriano
Franchise Tax Board
333 North Glenoaks Boulevard
Suite 200
Burbank, California 91502-1170

Re: 1991 Tax Audit of Gilbert P. Hyatt

Dear Mr. Soriano:

Pursuant to our meeting today, you have retained certain portions of the Fujitsu Agreement and Matsushita Agreement entered into with Mr. Hyatt (specifically pages 1, 3, 4, 5, 6, 11 and 12 of the Fujitsu Agreement and pages 1, 4, 5, 6, 7, 8, 13 and 14 of the Matsushita Agreement). As we discussed, please keep the agreements that you have retained confidential.

Sincerely,



Eugene G. Cowan
of RIORDAN & MCKINZIE

EGC:pmc

cc: Gilbert P. Hyatt
Michael Kerns, C.P.A.

16032.1

0000312

CONFIDENTIAL
H 01328

6/34

ARA00312
AA001373

Matsushita Electric Industrial Co., Ltd.

KADOMA, OSAKA 571 JAPAN
TEL OSAKA(06)908-1121

Mr. Gilbert P. Hyatt
7841 Jennifer Circle
La Palma, California 90623


November 15, 1991

Dear Mr. Hyatt,

We are happy to reach an agreement with you on this matter. As Dr. Mizuno, Executive Vice-President of our company has signed the Patent Agreement, we would like to send it to you, please find.

With best regards,

Yours sincerely,


Akira Kokaji
Assistant Director
Intellectual Property Center

AK/ms

Encl.

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PATENT AGREEMENT

THIS PATENT AGREEMENT ("Agreement") is effective as of the 14th day of November, 1991 by and between Gilbert P. Hyatt, an individual having a mailing address at P.O. Box 3357, Cerritos, California 90703, (hereinafter referred to as "HYATT") and Matsushita Electric Industrial Co., Ltd., a corporation organized according to the laws of Japan and having its registered office at 1006, Kadoma, Kadoma-shi, Osaka, 571 Japan, (hereinafter referred to as "COMPANY").

WHEREAS, HYATT is the owner of certain patent rights as described herein;

WHEREAS, COMPANY wishes to license certain patent rights from HYATT;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, it is agreed as follows:

SECTION 1 - DEFINITIONS

1.1 "EFFECTIVE DATE" shall mean the last to occur of the following events, which date shall be entered hereinabove on the first page of this Agreement:

- (a) Execution of this Agreement by the parties; or
- (b) Approval of this Agreement by the Japanese Government if such approval is required as a matter of Japanese law or regulations.

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SECTION 2 - SETTLEMENT AND RELEASES

Subject to the payment of the amount provided for in Section 4.1, HYATT hereby irrevocably releases and covenants not to sue COMPANY, its SUBSIDIARIES which are SUBSIDIARIES as of the EFFECTIVE DATE and its and their respective customers, mediate and immediate, from any and all claims or liability for infringement or alleged infringement of any LICENSED PATENT, which claims have been made or which might be made at any time with respect to any product sold or otherwise transferred by or for COMPANY or its SUBSIDIARIES before the EFFECTIVE DATE and with respect to any process or method practiced in the manufacture or use of such product before the EFFECTIVE DATE.

SECTION 3 - TRANSFER AND GRANT

3.1 Subject to the payment of the amount provided for in Section 4.1, HYATT hereby transfers and grants during the term of this Agreement a nonexclusive, irrevocable license to COMPANY under the LICENSED PATENTS to make, have made, use, import, export, lease, and sell or otherwise transfer LICENSED PRODUCTS and to practice any process or method involved in the manufacture or use thereof; provided that the have made right under the License shall extend to only those LICENSED PRODUCTS which are in substantial part designed by COMPANY or its SUBSIDIARIES and made for the COMPANY or its SUBSIDIARIES in accordance with specifications and working drawings which are the property of and are furnished by COMPANY or its SUBSIDIARIES. Upon written request from HYATT, COMPANY shall

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inform HYATT whether, and if so to what extent, any manufacturer is operating under the rights granted pursuant to this Section 3.1.

3.2 The rights granted hereunder shall include the right of COMPANY to transfer and grant identical rights hereunder to its SUBSIDIARIES. Any such SUBSIDIARY shall be bound by the terms of and conditions of this Agreement (other than the payment provisions of Section 4) as if it were named herein in the place of COMPANY. Any such rights transferred and granted to a SUBSIDIARY shall terminate on the date such SUBSIDIARY ceases to be a SUBSIDIARY.

3.3 Subject to the payment of the amount provided for in Section 4.1, HYATT irrevocably agrees not to assert against any customer, direct or indirect, of COMPANY or any of its SUBSIDIARIES any claim of infringement of LICENSED PATENTS with respect to LICENSED PRODUCTS so licensed under Section 3.1 above; provided, however, that when a LICENSED PRODUCT is incorporated into a larger product by other than COMPANY, SUBSIDIARY, or in the manner provided for in Section 3.1, the license rights and non-assertion rights granted in Section 3 do not extend to the larger product.

3.4 Subject to the payment of the amount provided for in Section 4.1, in addition to the licenses and rights granted herein, HYATT hereby agrees not to assert against COMPANY, any of its SUBSIDIARIES, their respective customers or the have made manufacturer referred to in Section 3.1 with respect to

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any products made by or for, used, sold, leased or otherwise disposed of by COMPANY or any of its SUBSIDIARIES on or before September 30, 1996, any of the U.S. patents listed in Exhibit A, nor any claim of a patent issuing on any U.S. divisional, continuation, reissue, or continuation-in-part of any patent listed in Exhibit A or any ancestor application thereof, provided that such patent claim is supported by and is entitled to the benefit of the filing date of any such patent listed in Exhibit A or any ancestor application thereof (hereinafter collectively called "NON-ASSERTION PATENTS") and provided that such products are marked in compliance with Section 7.2; provided, however, that when a product covered by a claim of a NON-ASSERTION PATENT is incorporated into a larger product by other than COMPANY or COMPANY's SUBSIDIARIES, the non-assertion rights granted hereby do not extend to the larger product.

SECTION 4 - PAYMENT

4.1 In consideration for the release granted by HYATT under Section 2 and for the transfer and grant of the U.S. LICENSED PATENT rights under Section 3, COMPANY shall pay to HYATT on or before November 15, 1991 the sum of Twenty-Five Million U.S. Dollars (U.S. \$25,000,000.00). The foregoing payment shall be made by wire transfer of immediately available funds to:

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BANK: Union Bank
900 South Main Street
Los Angeles, California 90015

ACCOUNT NAME: Pretty, Schroeder, Brueggemann &
Clark Client Trust Account

ACCOUNT NUMBER: 10051-9615

ROUTING NUMBER: 122000496

4.2 COMPANY shall not be entitled to deduct and withhold any tax in respect to the payment made under Section 4.

SECTION 5 - TERM AND ASSIGNABILITY

5.1 The term of this Agreement shall be from the EFFECTIVE DATE until the expiration of the last to expire of the LICENSED PATENTS.

5.2 This Agreement is personal to COMPANY and may not be assigned or transferred in whole or in part by COMPANY except with the prior written consent of HYATT and with the approval of any governmental authority as then may be required.

5.3 This Agreement shall be assignable by HYATT and shall inure to the benefit of HYATT and his successors and assigns who shall be bound by the terms hereto.

SECTION 6 - REPRESENTATIONS and WARRANTIES

6.1 HYATT represents and warrants to COMPANY that:

(a) HYATT owns or has the right to grant to or for the benefit of COMPANY the rights and privileges granted under this Agreement;

(b) HYATT shall not enter into any arrangement or agreement which limits in any way, any of the rights and

privileges granted under this Agreement with respect to
LICENSED PATENTS and NON-ASSERTION PATENTS.

6.2 Nothing contained in this Agreement shall be
construed as:

(a) An admission or a warranty or representation by HYATT
or COMPANY as to the validity, scope or infringement of the
LICENSED PATENTS or NON-ASSERTION PATENTS, notwithstanding
COMPANY's marking of LICENSED PATENTS or NON-ASSERTION PATENTS;

(b) Conferring any license or other right, by
implication, estoppel or otherwise, under any patent
application, patent or patent right, except as herein expressly
granted under LICENSED PATENTS and NON-ASSERTION PATENTS;

(c) Imposing upon HYATT any obligation to institute any
suit or action for infringement of any LICENSED PATENT, or to
defend any suit or action brought by a third party;

(d) A warranty or representation by HYATT that any
manufacture, use, importing, exporting, sale, lease or other
transfer of LICENSED PRODUCTS or practicing any process or
method of LICENSED PATENTS will be free from infringement of
any patent or other intellectual property rights other than
LICENSED PATENTS;

(e) Imposing on HYATT any obligation to file any patent
application or to secure any patent or maintain any patent in
force;

(f) An obligation on HYATT to furnish any manufacturing,
technical, or other information under this Agreement; or

7.5 The captions used in this Agreement are for convenience only and are not to be used in interpreting the obligations of the parties under this Agreement.

7.6 This Agreement and the performance of the parties hereunder shall be construed in accordance with and governed by the laws of the State of California, USA, without regard to conflict of laws principles.

7.7 Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holding, unless such unenforceability substantially impairs the benefit of the remaining portion of the Agreement.

7.8 This Agreement embodies the entire understanding of the parties as it relates to the subject matter contained herein and as such, supersedes any prior agreement or understandings between the parties relating thereto. No amendment or modification of this Agreement shall be valid or binding upon the parties except by an instrument in writing expressly referring to this Agreement and duly executed by authorized representatives of both parties.

7.9 Any communication under this Agreement shall be in writing and shall be effective upon sending the communication via facsimile or via first class mail, postage prepaid to:

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CONFIDENTIAL

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Matsushita Electric Industrial Co., Ltd.
1006, Kadoma, Kadoma-shi, Osaka, 571 Japan
Telephone No.: 011-81-6-908-1121
Facsimile No.: 011-81-6-909-0053
Attention : General Manager
Legal Affairs Department 2

(b) If to HYATT:

Gilbert P. Hyatt
c/o Gregory L. Roth, Esq.
PRETTY, SCHROEDER, BRUEGGEMANN & CLARK
444 South Flower Street, Suite 2000
Los Angeles, California 90071-2921
United States of America
Telephone No : (213) 489-4442
Facsimile No : (213) 489-4210

Each party may change its address given above by written notice to the other party. The new address will become effective upon receipt of such notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate counterparts.

MATSUSHITA ELECTRIC
INDUSTRIAL CO., LTD.

GILBERT P. HYATT

By: 

H. Mizuno

By: 

Gilbert P. Hyatt

Title: Executive Vice President

Date: November 14, 1991

Date: November 4, 1991

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GEORGE J. MAHR
1418 UPFIELD DRIVE, SUITE 123
CARROLLTON, TEXAS 75006
TELEPHONE: 214-245-1346
FACSIMILE: 214-245-0787

MAHR LEONARD MANAGEMENT COMPANY

DAVID N. LEONARD
5430 LBJ FREEWAY, SUITE 875
DALLAS, TEXAS 75240
TELEPHONE: 214-960-7477
FACSIMILE: 214-960-7482

December 19, 1991

BY FEDERAL EXPRESS

Mr. Gilbert P. Hyatt
3225 South Pecos Road, Apt. 237
Las Vegas, Nevada 89121

Dear Gil:

Enclosed for your files is the original of the Confidentiality Agreement executed by Fujitsu on July 11, 1991. A copy of the McKenny Declaration was given to Fujitsu pursuant to the Confidentiality Agreement.

My best regards.

Very truly yours,



David N. Leonard

DNL/vw
encl.

cc: Gregory L. Roth, Esquire

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AA001383

**CONFIDENTIALITY AGREEMENT
RECEIPT OF CONFIDENTIAL INFORMATION**

THIS AGREEMENT is made effective this 11 day of July, 1991 (the "Effective Date"), by and between Mahr Leonard Management Company as representative for Gilbert P. Hyatt, having a place of business at Dallas, Texas, USA, hereinafter referred to as the "DISCLOSING PARTY," and Fujitsu, having a place of business at Tokyo, Japan, hereinafter referred to as "RECEIVING PARTY."

✓ WHEREAS, Gilbert P. Hyatt and Fujitsu may decide to enter into a mutually beneficial business arrangement or patent license agreement and for that purpose the DISCLOSING PARTY wishes to disclose to RECEIVING PARTY for study, analysis and/or evaluation, certain information defined and described below which it regards as confidential and proprietary (hereinafter called "Confidential Information" or "Information").

NOW, THEREFORE, the parties mutually agree as follows:

- ✓ I. "Confidential Information" or "Information" shall include only the following:

Information concerning Patent Interference No. 102,598
(HYATT V. BOONE)

Information shall not be Confidential Information unless clearly identified as such on written matter by clearly marking the information "confidential" at the time of transmittal and, in the case of information transmitted orally, shall be orally identified as such at the time of transmittal and within ten (10) days shall be identified as such in a writing mailed or hand delivered to RECEIVING PARTY.

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- II. RECEIVING PARTY will, exercising at least the same degree of care as it exercises with respect to its own confidential information of similar importance which it does not want disclosed, hold in confidence, and not disclose to any third party, Confidential Information disclosed by the DISCLOSING PARTY to RECEIVING PARTY, except that RECEIVING PARTY may disclose Confidential Information to its or his attorneys or to a subcontractor which is bound by an appropriate confidentiality agreement. *
- III. Information received from the DISCLOSING PARTY shall not be deemed to be Confidential Information if:
- A. The Information is in writing and is not prominently marked as Confidential, or if oral, the Information is not described as Confidential at the time of disclosure and confirmed in writing within ten (10) days and prominently marked as Confidential;
 - B. The Information was available to the public at the time of disclosure to RECEIVING PARTY;
 - C. The Information hereafter becomes available to the public, except as the result of unauthorized disclosure by RECEIVING PARTY;
 - D. The Information is independently developed by RECEIVING PARTY;
 - E. The DISCLOSING PARTY gives RECEIVING PARTY permission to disclose the Information to a third party without restriction;
 - F. The Information is already known to RECEIVING PARTY and/or later is disclosed to RECEIVING PARTY by a third party; or
 - G. The Information is or becomes available on an unrestricted basis to a third party from the DISCLOSING PARTY or from someone acting under its control.

In the event that RECEIVING PARTY is obligated to produce such Information as a result of a court order or pursuant to governmental action and the DISCLOSING PARTY shall have been given notice and an opportunity to appear and object to such disclosure but is unsuccessful, then RECEIVING PARTY may produce such Information as is required by the court order or governmental action.

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-2- * Disclosure shall be made only to persons having a legitimate need to know Confidential Information, and no further copies of Confidential Information shall be made beyond what is reasonably necessary for evaluation.

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- IV. Nothing in this Agreement shall be construed to require the exclusion from judicial or administrative proceedings of any evidence otherwise discoverable merely because it is presented in the course of negotiations between RECEIVING PARTY and the DISCLOSING PARTY.
- V. Nothing in this Agreement shall be construed to grant to RECEIVING PARTY any right or license under any patent, trademark or copyright of the DISCLOSING PARTY.
- VI. The obligations of RECEIVING PARTY contained herein shall continue for a period of two (2) years from receipt of the particular Confidential Information, regardless of termination of this Agreement.
- VII. This Agreement and all questions concerning the validity, interpretation or performance of any of its terms or provisions, or of any rights or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of California, U.S.A.
- VIII. This Agreement may be terminated by either party upon not less than thirty (30) days' prior written notice to the other party. Termination of this Agreement will not affect the obligations of the parties with respect to Information which was disclosed hereunder prior to termination.
- IX. All written notices to, and other written communications between, the parties to this Agreement shall be deemed received (a) when personally delivered by messenger or by courier (such as Federal Express, Emery, United Parcel Service or DHL Express) or by telecopy (facsimile or "fax" transmission), or (b) five (5) days after being sent by registered or certified airmail, return receipt requested, postage prepaid, or (c) when actually received, if given in any other manner. All such notices and other communications shall be sent to the addresses of the parties set forth below their signatures, or to such other (different and additional) places as they may designate by like notice from time to time.

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CONFIDENTIAL

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IN WITNESS WHEREOF, RECEIVING PARTY and the DISCLOSING PARTY
hereby execute this Agreement as of the Effective Date.

RECEIVING PARTY:

FUJITSU LIMITED

By: Spencer
Date: July 11, 1991
Typed Name: GEN ISERZ
Title: General Manager
Legal Division

DISCLOSING PARTY:

Mahr Leonard Management Company

By: George J. Mahr
Date: July 11, 1991
Typed Name: George J. Mahr
Title: Managing Partner

ADDRESS FOR NOTICE:

FUJITSU LIMITED
Legal Division
6-1 Marunouchi 1-chome
Chiyoda-ku TOKYO 100 JAPAN
Phone: (63) 3216-9970
Fax: (63) 3216-9763

Mahr Leonard Management Company
5430 LBJ Freeway
Suite 875
Dallas, Texas 75240
Phone: 214-960-7477
Fax: 214-960-7482

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CONFIDENTIAL

H 01342

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AA001387

PATENT AGREEMENT

THIS PATENT AGREEMENT ("Agreement") is effective as of the 24th day of October, 1991 by and between Gilbert P. Hyatt, an individual having a mailing address at P.O. Box 3357, Cerritos, California 90703, (hereinafter referred to as "HYATT") and Fujitsu Limited, a corporation organized according to the laws of Japan and having its registered office at 1015, Kamikodanaka, Nakahara-ku, Kawasaki-shi, Kanagawa, 211 Japan, (hereinafter referred to as "COMPANY").

WHEREAS, HYATT is the owner of certain patent rights as described herein;

WHEREAS, COMPANY wishes to be licensed certain patent rights from HYATT;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, it is agreed as follows:

SECTION 1 - DEFINITIONS

1.1 "EFFECTIVE DATE" shall mean the last to occur of the following events, which date shall be entered hereinabove on the first page of this Agreement:

- (a) Execution of this Agreement by the parties; or
- (b) Approval of this Agreement by the Japanese Government if such approval is required as a matter of Japanese law or regulations.

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and any claim of a patent issuing on any divisional, continuation, reissue, continuation-in-part, or foreign counterpart of any patent listed in this Section 1.4, provided that such patent claim is supported by and is entitled to the benefit of the filing date of any of the 24 patents listed in this Section 1.4.

SECTION 2 - SETTLEMENT AND RELEASES

Subject to the payment of the amount provided for in Section 4.1, HYATT hereby irrevocably releases and covenants not to sue COMPANY, its SUBSIDIARIES which are SUBSIDIARIES as of the EFFECTIVE DATE and its and their respective customers, mediate and immediate, from any and all claims or liability for infringement or alleged infringement of any LICENSED PATENT, which claims have been made or which might be made at any time with respect to any LICENSED PRODUCT manufactured, used, leased, sold or otherwise disposed of by or for COMPANY or its SUBSIDIARIES before the EFFECTIVE DATE and with respect to any process or method practiced in the manufacture or use of such LICENSED PRODUCT before the EFFECTIVE DATE.

SECTION 3 - TRANSFER AND GRANT

3.1 Subject to the payment of the amount provided for in Section 4.1, HYATT hereby transfers and grants during the term of this Agreement a nonexclusive, worldwide, irrevocable license to COMPANY under the LICENSED PATENTS to make, have made, use, import, lease, and sell or otherwise dispose of LICENSED PRODUCTS and to practice any process or method

involved in the manufacture or use thereof; provided that the License shall extend to have made LICENSED PRODUCTS only to the extent that such LICENSED PRODUCTS bear the COMPANY'S brand, trademark, tradename or other commercial indicia in a permanently affixed manner. Upon written request from HYATT, COMPANY shall inform HYATT whether, and if so for what product, any manufacturer is operating under the rights granted pursuant to this Section 3.1.

3.2 The rights granted hereunder shall include the right of COMPANY to transfer and grant identical rights hereunder to its SUBSIDIARIES. Any such SUBSIDIARY shall be bound by the terms of and conditions of this Agreement (other than the payment provisions of Section 4) as if it were named herein in the place of COMPANY. Any such rights transferred and granted to a SUBSIDIARY shall terminate on the date such SUBSIDIARY ceases to be a SUBSIDIARY.

3.3 HYATT irrevocably agrees not to assert against any customer, direct or indirect, of COMPANY or any of its SUBSIDIARIES any claim of infringement of LICENSED PATENTS with respect to LICENSED PRODUCTS so licensed under Section 3.1 above; provided, however, that when a LICENSED PRODUCT is incorporated into a larger product by other than COMPANY, SUBSIDIARY, or in the manner provided for in Section 3.1, the license rights and non-assertion rights granted in Section 3 do not extend to the larger product.

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CONFIDENTIAL

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3.4 In addition to the licenses and rights granted herein, HYATT hereby agrees not to assert against COMPANY, any of its SUBSIDIARIES, their respective customers or the have made manufacturer referred to in Section 3.1 with respect to any products made by or for, used, sold, leased or otherwise disposed of by COMPANY or any of its SUBSIDIARIES on or before September 30, 1996, any of the U.S. patents listed in Exhibit A, nor any claim of a patent issuing on any divisional, continuation, reissue, continuation-in-part, or foreign counterpart of any patent listed in Exhibit A or any ancestor application thereof or of LICENSED PATENTS, provided that such patent claim is supported by and is entitled to the benefit of the filing date of any such patent listed in Exhibit A or any ancestor application thereof or of LICENSED PATENTS (hereinafter collectively called "NON-ASSERTION PATENTS"); provided, however, that when a product covered by a claim of a NON-ASSERTION PATENT is incorporated into a larger product by other than COMPANY, COMPANY's SUBSIDIARIES, or the have made manufacturer referred to in Section 3.1, the non-assertion rights granted hereby do not extend to the larger product.

SECTION 4 - PAYMENT

4.1 In consideration for the release granted by HYATT under Section 2 and for the transfer and grant of the LICENSED PATENT rights under Section 3, COMPANY shall pay to HYATT on or before October 31, 1991 the sum of Fifteen Million U.S. Dollars (U.S. \$15,000,000.00).

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CONFIDENTIAL

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The foregoing payment shall be made by wire transfer of immediately available funds to:

BANK: Union Bank
900 South Main Street
Los Angeles, California 90015

ACCOUNT NAME: Pretty, Schroeder, Brueggemann &
Clark Client Trust Account

ACCOUNT NUMBER: 10051-9635

ROUTING NUMBER: 122000496

4.2 COMPANY shall not be entitled to deduct and withhold any tax in respect to the payment made under Section 4.

SECTION 5 - TERM AND ASSIGNABILITY

5.1 The term of this Agreement shall be from the EFFECTIVE DATE until the expiration of the last to expire of the LICENSED PATENTS.

5.2 This Agreement is personal to COMPANY and may not be assigned or transferred in whole or in part by COMPANY except with the prior written consent of HYATT and with the approval of any governmental authority as then may be required.

5.3 This Agreement shall be assignable by HYATT and shall inure to the benefit of HYATT and his successors and assigns who shall be bound by the terms hereto.

SECTION 6 - REPRESENTATIONS and WARRANTIES

6.1 HYATT represents and warrants to COMPANY that:

(a) HYATT owns or has the right to grant to or for the benefit of COMPANY the rights and privileges granted under this Agreement;

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(g) to any person having a legitimate business interest in having a private knowledge of the Agreement; or

(h) to the extent that this Agreement or information concerning same is or becomes generally known by others by means other than a breach of this Agreement.

7.5 The captions used in this Agreement are for convenience only and are not to be used in interpreting the obligations of the parties under this Agreement.

7.6 This Agreement and the performance of the parties hereunder shall be construed in accordance with and governed by the laws of the State of California, USA, without regard to conflict of laws principles.

7.7 Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holding, unless such unenforceability substantially impairs the benefit of the remaining portion of the Agreement.

7.8 This Agreement embodies the entire understanding of the parties as it relates to the subject matter contained herein and as such, supersedes any prior agreement or understandings between the parties relating thereto. No amendment or modification of this Agreement shall be valid or binding upon the parties except by an instrument in writing expressly referring to this Agreement and duly executed by authorized representatives of both parties.

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CONFIDENTIAL
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7.9 Any communication under this Agreement shall be in writing and shall be effective upon sending the communication via facsimile or via first class mail, postage prepaid to:

(a) If to COMPANY

FUJITSU LIMITED
6-1, Marunouchi 1-chome
Chiyoda-ku, Tokyo 100, Japan
Telephone No.: 011-81-3-3216-9723
Facsimile No.: 011-81-3-3216-9763
Attention : General Manager
Legal Division

(b) If to HYATT:

Gilbert P. Hyatt
c/o Gregory L. Roth, Esq.
PRETTY, SCHROEDER, BRUEGGEMANN & CLARK
444 South Flower Street, Suite 2000
Los Angeles, California 90071-2921
United States of America
Telephone No : (213) 489-4442
Facsimile No : (213) 489-4210

Each party may change its address given above by written notice to the other party. The new address will become effective upon receipt of such notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate counterparts.

FUJITSU LIMITED

GILBERT P. HYATT

By: Tadashi Sekizawa
Tadashi Sekizawa
President and

By: Gilbert P. Hyatt
Gilbert P. Hyatt

Title: Representative Director

Date: October 23, 1991

Date: October 14, 1991

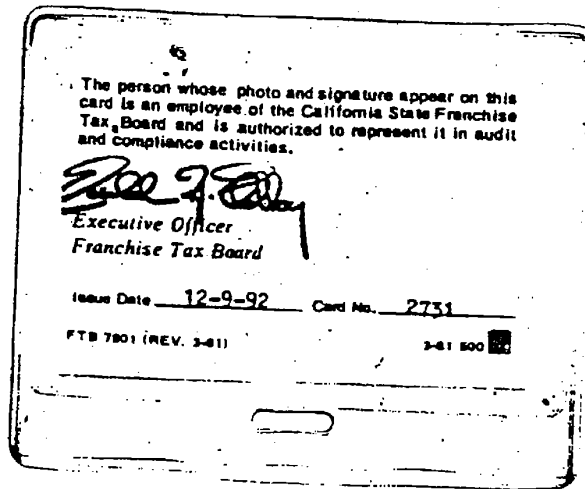
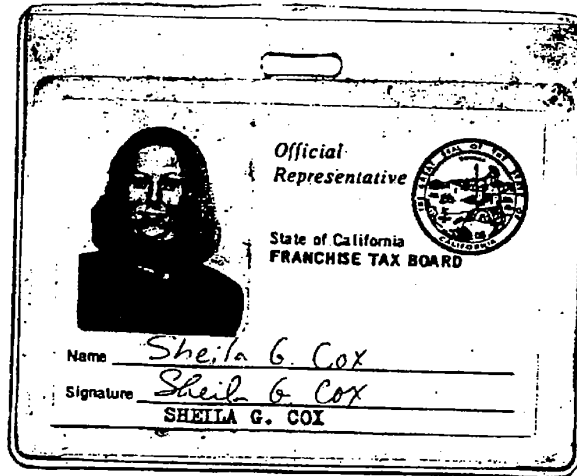
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AA001394



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☒ PLF ☐ DEFT
Exhibit 104
Date 1-11-99
Witness S. Cox, Vol. 1
Jean F. Holliday

FTB AUDIT
NEVADA PHONE CONTACTS
THIRD PARTIES

DATE	CONTACT	PHONE #	INFORMATION
07/15/1993	Clark County Business License Dept.	702-455-4252	Called Clark county Business License Department (702-455-4252) to find out if T/P had a business license - I was told that under T/P name there was no business license - but computer records only go back one year - they would need to research it - need request in writing no charge -
06/17/1994	Clark County Treasurer & Tax Collector spoke to Dorothy	702-455-4323	Called the office of the Clark County Treasurer and Tax Receiver (702) 455-4323 to verify ownership of the property specified in the tax bills - spoke with a woman named Dorothy and stated that the property is registered in the name of M.W. Kern Trust 6100 Elton Ave. Suite 1000 Las Vegas, NV 89107 and not in the name of Gilbert P. Hyatt; asked to check any R/E in Hyatt's name but can not find any.
07/05/1994	Clark County Treasurer	702-455-4323	Called Clark County Treasurer (702-455-4323) to clarify info contained in documents that office furnished to me.
07/05/1994	Clark County Assessor		Called Clark County Assessor as well to clarify info furnished - that T/P Gilbert P. Hyatt has no R/E listed in his name in Clark County, Nevada
07/13/1994	Clark County Dept. of Election Records Dept. spoke to Shawna		Called Clark County Dept. of Election - Records Dept - (Shawna) - check whether T/P actually voted. T/P voted once - in the 11/92 election. Employee there told me that the T/P's registration affidavit showed the S. Pecos Rd. address. On 7/5/94, just recently, T/P re-registered claiming to be residing in 5441 Sand Piper Ln. Las Vegas Nevada 89102 and assigned a different precinct. According to the Dept. of Elections employee, one must prove where he or she resides when registering or re-registering. Proof usually showing a bill addressed to the place or D/L with the same address claimed in the affidavit.

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FTB AUDIT
NEVADA PHONE CONTACTS
THIRD PARTIES

DATE	CONTACT	PHONE #	INFORMATION
07/13/1994	Clark County Assessor's Office	702-455-3882	Called the Clark County Assessor's office (702) 455-3882 to verify ownership of 5441 Sand Piper Lane, Las Vegas, Nevada Evelyn of that office said the property is in the name of Michael W. and La Don Kern since 12/14/82. Michael W. Kern is the T/P's representative in this audit.
01/26/1995	Nevada Development Authority Carol Cooper		Carol Cooper of Nevada Development Authority called - She checked memberships back each year to 1991 for Gilbert Hyatt and Digital Nutronics and she found no listing - she will send a statement in writing.
03/14/1995	Wagon Trails		Wagon Trails Apartment supervisor called yesterday and left message. I called back and spoke to Sherri - She said that she would not be able to send copies of the file without Mr. Hyatt's consent.
03/14/1995	spoke to Sherri Wagon Trails spoke to Sherri		Called Sherri of Wagon Trails Apt. - she will send a written statement.
03/23/1995	Nevada Power	702-367-5555	Called utility companies in Las Vegas - Kathy of Nevada Power (702-367-5555) She said that they will not release any customer information w/o order from law enforcement agency.
03/23/1995	spoke to Kathy Nevada Power spoke to Patsy		Spoke to Patsy at Nevada Power - She said that they have not compiled any studies about average household power usage for Las Vegas, as each household varies so much.
03/23/1995	Las Vegas Sun		Called Las Vegas Sun - The price of a newspaper subscription is \$1.75/wk. Got address to send them a letter.

0000326

**FTB AUDIT
NEVADA PHONE CONTACTS
THIRD PARTIES**

DATE	CONTACT	PHONE #	INFORMATION
03/23/1995	Las Vegas Water Valley District		Called Las Vegas Valley Water District - They said that bills are based on water usage - They said that they would call back regarding studies about average household usage in Las Vegas - I also got their address.
03/23/1995	Silver State Disposal		Called Silver State Disposal - They said that they charge a flat rate for residential pickup \$29.98/quarter - I also got their address
03/24/1995	Las Vegas Water District Spoke to Pat Greene of water conservation dept.	702-258-3984	Spoke to Pat Greene at the Las Vegas Water District water conservation department - (702) 258-3984 He said that for a household in Las Vegas with indoor usage only, the usage is approximately 4,000 gallons per person at .98 is equal to about \$11.00 per month (assuming 2 people) - He looked up the account for 7335 Tara - He said that the account is in the name of G. Julia Jeng (since 4/92). He said that we can get copies of bills if we write to customer relations. He said that the water usage at this residence does fluctuate quite a bit.
03/24/1995	Southwest Gas Consumer Hotline		Called Southwest Gas Consumer Hotline- They do not have studies on average gas usage, as it varies from household to household.
03/30/1995	Clark County Recorder's Office		Called Clark County Recorder's Office They show a deed recorded, but they do not show the trust recorded -
03/30/1995	Clark County Assessor's Office		Called county assessor's office for Clark County - Trusts do not have to be recorded -
04/04/1995	Clark County School District Hilary Porter	702-799-5484	Received a message from Hilary Porter of the Clark County School District - I will call her back today (702) 799-5484 Spoke to Hilary Porter of Clark County School District - she will check on this and get back to me.

0000337

FTB AUDIT
NEVADA PHONE CONTACTS
THIRD PARTIES

DATE	CONTACT	PHONE #	INFORMATION
04/07/1995	Clark County School District Hilary Porter	702-799-5484	Called Hilary Porter of Clark County School District - she is still checking on this for me - she will call me back.
04/07/1995	Southwest Gas Corp. Georgia Heki		Called Georgia Heki of Southwest Gas Corp. - She said that the 7335 Tara account is in the name of Julia Jeng.
05/16/1995	Nevada Governor's office Rashanda	702-486-2500	Received a call from the governor of Nevada's office Rashanda called - 702-486-2500 She said that Gilbert Hyatt has not been to the Governor's office. Called back and spoke to secretary Mary Ann - She said that they have never heard of Gilbert Hyatt. Neither have the Governor's security people. She said that she will send me a statement in writing.
05/17/1995	Clark County School District Hilary Porter		Spoke to Hilary Porter of Las Vegas School District - She has not been able to find out any information about Gilbert Hyatt volunteer activities. She has inquired of several computer specialists within the school district. - She will send a statement in writing.
09/27/1995	Las Vegas Business Activity Office spoke to Carol		Called Las Vegas Business Activity office and spoke to Carol- they have no record of Gilbert Hyatt business license.
09/27/1995	Nevada Department of Taxation spoke to Arlys		I called Nevada Dept. of Taxation and spoke to Arlys - she said that Gilbert Hyatt filed for a business license in 12/92 (these licenses are for payroll tax purposes.)

0000328

STATE OF CALIFORNIA



FRANCHISE TAX BOARD

6150 VAN NUYS BOULEVARD, ROOM 100
VAN NUYS, CA 91401

Tel. (818) 901-5227

July 15, 1993

In reply refer to:
367:VN:MS

Department of Motor Vehicles
Record Section
555 Wright Way
Carson City, NV 89711-0250

For the purposes of administering the Personal Income Tax Law of the state of California and for that purpose only, we would appreciate your cooperation in providing a photocopy of the driver's license application, automobile registration certificates, and driving record of the following individual:

Name : Gilbert P. Hyatt
Social Security Number : 069-30-9999
Date of Birth : 03/26/38
Address : P.O. Box 60028
Las Vegas, NV 89160

For your convenience we have enclosed a self-addressed, postage paid envelop.

Thank you very much for your cooperation.

Marc Shayer
Marc Shayer
Tax Auditor

Enclosure

0000329

CONFIDENTIAL

H 01223

ARA00339

AA001400

Franchise Tax Board
333 North Glenoaks Blvd., 2nd Floor
Burbank, CA 91502

April 19, 1994

In reply refer to:
VN:fps

Gentlemen:

Clark County Department Of Election
1860 E. Sahara Ave.
Las Vegas, NV 89104

For the purpose of administering the personal income tax law of the state of California and for that purpose only, we would appreciate your cooperation in providing a photocopy of the voter registration certificate executed by the person indicated below:

Name : GILBERT P. HYATT
SSN : 069-30-9999
ADDRESS : P. O. Box 60028
Las Vegas, Nevada 89160

P. O. Box 81230
Las Vegas, Nevada 89180

We would be very thankful if you could advise us also of the years he actually voted in the great state of Nevada.

Sincerely,

Felix P. Soriano
Tax Auditor
(818) 556-2909

CONFIDENTIAL
H 01269

0000340

ARA00340
AA001401

STATE OF CALIFORNIA
FRANCHISE TAX BOARD



Date May 18, 1994

Requester Code _____

Account Number _____

POSTMASTER

Las Vegas Nevada 89160
(CITY) (STATE) (ZIP)

ADDRESS INFORMATION REQUEST

Please furnish the new address, if available, for the following taxpayer or verify whether or not the address given below is one at which mail for this taxpayer is currently being delivered. If the following address is a post office box, furnish the street address as recorded on the boxholder's application form.

Name: GILBERT P. HYATT

Last Known Address: P. O. Box 60028, Las Vegas, Nevada

I certify that the address information requested is required for the performance of this agency's official duties, and that all other known sources for obtaining the change of address have been exhausted.

GERALD H. GOLDBERG
EXECUTIVE OFFICER

FOR POST OFFICE USE ONLY

- ☐ MAIL IS DELIVERED TO ADDRESS GIVEN
☐ NOT KNOWN AT ADDRESS GIVEN
☐ MOVED, LEFT NO FORWARDING ADDRESS
☐ NO SUCH ADDRESS
☐ TELEPHONE NO. _____
☐ DRIVER LICENSE NO. _____
☐ OTHER (SPECIFY) _____

NEW ADDRESS

BOXHOLDER'S NAME AND STREET ADDRESS

Address Date _____

RETURN ADDRESS

FRANCHISE TAX BOARD
333 GLENOAKS BLVD. ROOM 200
BURBANK, CA 91502
Attn: F. P. SORIANO

FTB 4793-39 (REV 7-87)

CONFIDENTIAL
H 01276

Postmark/Date Stamp

0000341

file copy
11/18/94
18

ARA00341
AA001402

EXHIBIT 13

BUR JUN 29 1994 REC'D

6/24/94



STATE OF CALIFORNIA

FRANCHISE TAX BOARD

213 N. GLENOAKS BLVD., SUITE 200
BANK, CA 91502-1170
PHONE: (818) 556-2909

June 17, 1994

In reply refer to:
367:VN:fps

Clark County Treasurer
& Tax Receiver
P. O. Box 551220
Las Vegas, Nevada 89155-1220

Gentlemen:

For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the information specified below from records in your possession or under your control.

1. Copy of the 1992-93 and 1993-94 property tax bills;
2. Copies of the checks used to pay the taxes for the subject tax years;

on a real property located at 7335 Tara Ave., Spring Valley, Nevada, Parcel Number 163-10-208-003-94.

For your convenience we have enclosed a self-addressed, postage paid envelop.

Thank you very much for your cooperation.

F. P. Soriano

F. P. Soriano
Tax Auditor

old# 310.740.039

*1/5 spoke w/ Janet - office of the
CLARK CTY TREASURER. PROPERTY IS IN
THE NAME OF KERN TRUST. KERN
MICHAEL W TRUSTEE.*

0000342

CONFIDENTIAL
H 01308

3/28

ARA00342
AA001404

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

33 N. GLENOAKS BLVD., SUITE 200
JURBANK, CA 91502-1170
TELEPHONE: (818) 556-2909



June 17, 1994

In reply refer to:
367:VN:fps

Clark County Assessor
309 South Third Street, 4th Floor
Las Vegas, Nevada 89155

Gentlemen:

For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the information specified below from records in your possession or under your control.

On a real property located at 7335 Tara Ave., Spring Valley, Nevada, Parcel Number 163-10-208-003-94:

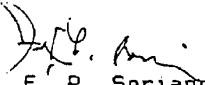
1. The names of current registered owner, previous owner and date of transfer.

Also, please furnish information on real estate, if any, registered under the name of the person indicated below.

Name : GILBERT P. HYATT
Social Security Number : 069-30-9999

For your convenience we have enclosed a self-addressed, postage paid envelop.

Thank you very much for your cooperation.


F. P. Soriano
Tax Auditor

0000343

CONFIDENTIAL

H 01313

3/25

ARA00343
AA001405

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

333 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-1170
TELEPHONE: (818) 556-2909



October 25, 1994

In reply refer to:
367: BUR :fps

Clark County Recorder
309 South Third Street
P. O. Box 55150
Las Vegas, Nevada 89155-1510

Gentlemen:

Per your instructions, here is a check for seventeen dollars (\$17.00) for the processing of documents requested in our letter of October, 20, 1994, copy enclosed. I apologize for not having correctly guessed the fee required.

Thank you very much for your cooperation.

F. P. Soriano
F. P. Soriano
Tax Auditor

920403
239
1pg

No Trust
Declaration
Only Deed.

0000344

CONFIDENTIAL
H 01461

ARA00344
AA001406

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

333 N. GLENOAKS BLVD., SUITE 200

BURBANK, CA 91502-1170

TELEPHONE: (818)

556-2909



October 20, 1994

In reply refer to:
367: BUR :fps

Clark County Recorder
309 South Third Street
P. O. Box 55150
Las Vegas, Nevada 89155-1510

Gentlemen:

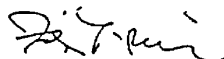
For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the information specified below from records in your possession or under your control.

1. Copy of Grant Deed or similar document executed by Jerry Stratton to Kern Trust related to 7335 Tara Avenue real property.
2. Copy of the Trust Provisions or Declarations, if any, of Kern Trust, Kern, Michael W. - Trustee.

A check for ten dollars (\$10.00) is enclosed to pay for the required fees.

For your convenience we have enclosed a self-addressed, postage paid envelop.

Thank you very much for your cooperation.


F. P. Soriano
Tax Auditor

0000345

CONFIDENTIAL

H 01462

441

ARA00345
AA001407

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

333 N. GLENOAKS BLVD., SUITE 200

IRBANK, CA 91502-1170

TELEPHONE: (818)



(818) 556-2942

February 27, 1995

Dr. Steven Hall
2815 S. Rainbow
Las Vegas, Nevada 89102

For the purposes of administering the California Personal Income Tax Law, and for that purpose only, the following information is requested under authorization of California Personal Income Law Section 19254.

Between 1991 and 1993, was the following individual listed below treated at your facility?

Gilbert P. Hyatt

If so, please indicate which dates the individual visited your office/facility.

For your own convenience, you may make marginal notations on the extra copy of this letter and return it in the enclosed postage paid envelope.

Thank you for your valuable cooperation.

Sheila Cox
Tax Auditor
Telephone (818) 556-2942

0000346

CONFIDENTIAL

H 01524

ARA00346
AA001408

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

33 N. GLENOAKS BLVD., SUITE 200

IRVINE, CA 92614-1170

TELEPHONE: (818)

(818) 556-2942

February 27, 1995

University Medical Center
1800 W. Charleston
Las Vegas, Nevada 89102

For the purposes of administering the California Personal Income Tax Law, and for that purpose only, the following information is requested under authorization of California Personal Income Law Section 19254.

Between 1991 and 1993, was the following individual listed below treated at your facility?

Gilbert P. Hyatt

If so, please indicate which dates the individual visited your office/facility.

For your own convenience, you may make marginal notations on the extra copy of this letter and return it in the enclosed postage paid envelope.

Thank you for your valuable cooperation.

Sheila Cox
Tax Auditor
Telephone (818) 556-2942

0000347

CONFIDENTIAL

H 01526

ARA00347
AA001409

SC 3/10/95



STATE OF CALIFORNIA
REVENUE TAX BOARD
1 GLENOAKS BLVD., STE. 200
BURBANK, CA 91502-1170

556-2942

3/10/95

Mr. Harold Pryor
7383 Tara Ave.
Las Vegas, Nevada 89117

Dear Mr. Pryor:

Based upon our conversation at your home March 7, 1995 at approximately 2:00 PM, I have also enclosed a summary of our conversation. You may make any revisions you wish to the document and sign it and send it back to my office. This information is requested for the purpose of administering the Revenue and Taxation Code of the State of California and for that purpose only.

Thank you for your cooperation in this matter. If you have any questions, please feel free to call.

Sheila Cox
Tax Auditor

0000348

CONFIDENTIAL

H 01549

ARA00348
AA001410

Sc 3/10/95

STATE OF CALIFORNIA
FRANCHISE TAX BOARD

AFFIDAVIT

State of Nevada, Las Vegas
County of Clark

I, Harold Pryor state that:

I reside at 7383 Tara Avenue Las Vegas, Nevada.

I certify that on March 7th, 1995 I was interviewed by Sheila Cox and Sheila Semana, representatives of the State of California, Franchise Tax Board.

During the interview I indicated the following:

I was asked if I knew who owned the house at 7335 Tara. I indicated that I do not see anyone at the house at 7335 Tara. Some people built the house and they sold it. We wonder why they people don't landscape the house. I have only seen a woman at the house. I have lived in the neighborhood for ten years.

I have read the foregoing consisting of 1 page(s). I fully understand this statement and it is true, accurate and complete to the best of my knowledge and belief. I made the corrections shown and placed my initials opposite each.

I made this statement freely and voluntarily, without any threats or rewards, or promises of reward having been made to me in return for it.

(Signature of Affiant)

(Date)

(Telephone number of Affiant)

Subscribed and sworn to
before me this ____ day
of March, 1995 at
Las Vegas, Nevada.

(Signature)

(Signature of Witness)

(Title)

(Date)

0000349
CONFIDENTIAL
H 01550

STATE OF CALIFORNIA

NCHISE TAX BOARD
N. GLENOAKS BLVD., STE. 200
BURBANK, CA 91502-1170



556-2942

3/10/95

Mr. G.C. Eggers
7315 Tara Ave.
Las Vegas, Nevada 89117

Dear Mr. Eggers:

Based upon our conversation at your home March 7, 1995 at approximately 5:00 PM, I have also enclosed a summary of our conversation. You may make any revisions you wish to the document and sign it and send it back to my office. This information is requested for the purpose of administering the Revenue and Taxation Code of the State of California and for that purpose only.

Thank you for your cooperation in this matter. If you have any questions, please feel free to call.

Sheila Cox
Tax Auditor

0000350

CONFIDENTIAL

H 01551

ARA00350
AA001412

Sc 3/13/95

STATE OF CALIFORNIA
FRANCHISE TAX BOARD

AFFIDAVIT

State of Nevada, Las Vegas
County of Clark

I, G.C. Eggers state that:

I reside at 7315 Tara Avenue Las Vegas, Nevada.

I certify that on March 7th, 1995 I was interviewed by Sheila Cox and Sheila Semana, representatives of the State of California, Franchise Tax Board.

During the interview I indicated the following:

I was asked if I knew who owned the house at 7335 Tara. I indicated that I did not, and that I had seen people come and go at the house at times, but I did not know who they were. I have seen them pick up trash a few times. I have lived in the neighborhood quite a while.

I have read the foregoing consisting of 1 page(s). I fully understand this statement and it is true, accurate and complete to the best of my knowledge and belief. I made the corrections shown and placed my initials opposite each.

I made this statement freely and voluntarily, without any threats or rewards, or promises of reward having been made to me in return for it.

(Signature of Affiant)

(Date)

(Telephone number of Affiant)

Subscribed and sworn to
before me this ____ day
of March, 1995 at
Las Vegas, Nevada.

0000351

(Signature)

(Signature of Witness)

(Title)

(Date)



STATE OF CALIFORNIA
REVENUE AND TAXATION BOARD
333 N. GLENOAKS BLVD., STE. 200
BURBANK, CA 91502-1170

556-2942

3/10/95

KB Plumbing
1831 Tarra Vista
Las Vegas, Nevada 89117

Dear Kyle:

I spoke with your wife yesterday morning on the telephone. I got your telephone number from the woman with the house under construction at the corner of Tara and Tenaya. I did not get her name. She had informed me that you had done the plumbing at the house across the street at 7335 Tara.

Please indicate the dates that you did plumbing at the residence at 7335 Tara and for whom the plumbing was done. For your own convenience, you may make marginal notations on this letter and return it in the enclosed postage paid envelope.

This information is requested for the purpose of administering the Revenue and Taxation Code of the State of California and for that purpose only.

Thank you for your valuable cooperation in this matter. If you have any questions, please feel free to call.

Sheila Cox
Tax Auditor

0000352

CONFIDENTIAL
H 01553

ARA00352
AA001414

Sc 3/23/95



STATE OF CALIFORNIA
FRANCHISE TAX BOARD

Date 3/23/95

Requester Code _____

Account Number _____

POSTMASTER

Las Vegas, Nevada 89180
(CITY) (STATE) (ZIP)

ADDRESS INFORMATION REQUEST

Please furnish the new address, if available, for the following taxpayer or verify whether or not the address given below is one at which mail for this taxpayer is currently being delivered. If the following address is a post office box, furnish the street address as recorded on the boxholder's application form.

Name: Gilbert P. Hyatt

Last Known Address: P. O. Box 81230 Las Vegas, Nevada 89180

I certify that the address information requested is required for the performance of this agency's official duties, and that all other known sources for obtaining the change of address have been exhausted.

GERALD H. GOLDBERG
EXECUTIVE OFFICER

FOR POST OFFICE USE ONLY

- ☐ MAIL IS DELIVERED TO ADDRESS GIVEN
☐ NOT KNOWN AT ADDRESS GIVEN
☐ MOVED, LEFT NO FORWARDING ADDRESS
☐ NO SUCH ADDRESS
☐ TELEPHONE NO. _____
☐ DRIVER LICENSE NO. _____
☐ OTHER (SPECIFY) _____

NEW ADDRESS

BOXHOLDER'S NAME AND STREET ADDRESS

Address Date _____

RETURN ADDRESS

FRANCHISE TAX BOARD
333 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-1170
Att: S. Cox

FTB 4703-30 (REV 7-93)

Postmark/Date Stamp

0000353

CONFIDENTIAL

H 01580

file copy
mailed 3/23/95

ARA00353
AA001415

Sc 3/23/95



STATE OF CALIFORNIA
FRANCHISE TAX BOARD

Date 3/23/95

Requester Code 367SMC

Account Number _____

POSTMASTER

Las Vegas Nevada 89103
(CITY) (STATE) (ZIP)

ADDRESS INFORMATION REQUEST

Please furnish the new address, if available, for the following taxpayer or verify whether or not the address given below is one at which mail for this taxpayer is currently being delivered. If the following address is a post office box, furnish the street address as recorded on the boxholder's application form.

Name: Gilbert P. Hyatt

Last Known Address: 4012 S. Rainbow Blvd. Suite 469 Las Vegas, Nevada

I certify that the address information requested is required for the performance of this agency's official duties, and that all other known sources for obtaining the change of address have been exhausted.

GERALD H. GOLDBERG
EXECUTIVE OFFICER

FOR POST OFFICE USE ONLY

- ☐ MAIL IS DELIVERED TO ADDRESS GIVEN
☐ NOT KNOWN AT ADDRESS GIVEN
☐ MOVED, LEFT NO FORWARDING ADDRESS
☐ NO SUCH ADDRESS
☐ TELEPHONE NO. _____
☐ DRIVER LICENSE NO. _____
☐ OTHER (SPECIFY) _____

NEW ADDRESS

BOXHOLDER'S NAME AND STREET ADDRESS

Address Date _____

RETURN ADDRESS

FRANCHISE TAX BOARD
333 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-1170
Att: S. Cox

FTB 4750-39 (REV 7-93)

Postmark/Date Stamp

0000354

CONFIDENTIAL

H 01581

file copy
mailed 3/23/95

3/23/95

ARA00354
AA001416



STATE OF CALIFORNIA

CHIEF TAX BOARD
GLENDALE BLVD., STE. 200
BURBANK, CA 91502-1170

556-2942

3/23/95

Department of Motor Vehicles
Record Section
555 Wright Way
Carson City, Nevada 89711-0250

For the purpose of administering the Personal Income Tax Law of the State of California and for that purpose only, we would appreciate your cooperation in providing a photocopy of the automobile registration certificates for the following vehicles:

Nevada License 333 DMP

Nevada License 557 EMR

For your convenience we have enclosed self addressed, postage paid envelopes.

Thank you very much for your cooperation.

Sheila Cox
Tax Auditor

0000355

3/106
CONFIDENTIAL
H 01624

ARA00355
AA001417

STATE OF CALIFORNIA

FRANCHISE TAX BOARD
GLENDALES BLVD., STE. 200
GLENDALES, CA 91502-1170



556-2942

3/28/95

Clark County School District
2832 E. Flamingo Road
Las Vegas, Nevada 89121

For the purpose of administering the personal income tax law of the state of California and for that purpose only, we would appreciate your cooperation in providing the following information listed below:

1. Information about volunteer activities performed by Gilbert Hyatt for the Clark County School District regarding computer training for quality of education and motivation of entrepreneurs.
2. Please list any dates which Gilbert Hyatt performed volunteer activities for the Clark County School District.

For your own convenience, you may make marginal notations on this letter and send it back in the stamped self-addressed envelope.

Thank you for your valuable cooperation in this matter. If you have any questions, please feel free to call.

Sheila Cox

Sheila Cox
Tax Auditor

0000356

CONFIDENTIAL

H 01649

ARA00356
AA001418

STATE OF CALIFORNIA

FRANCHISE TAX BOARD
GLENDALE BLVD., STE. 200
GLENDALE, CA 91202-1170



556-2942

3/28/95

Clark County Department of Election
1860 E. Sahara Ave.
Las Vegas, Nevada 89104

For the purpose of administering the personal income tax law of the state of California and for that purpose only, we would appreciate your cooperation in providing photocopies of the following information about the person indicated below:

Name: GILBERT P. HYATT
SSN: 069-30-9999
ADDRESS: 3225 S. Pecos Rd.
Las Vegas, Nevada 89121

Please send copies of any address changes submitted by the person listed above, including the dates of the changes.

2. Please list the dates of the elections in which the above individual voted, and whether an absentee ballot was used.

For your own convenience, you may make marginal notations on this letter and send it back in the stamped self-addressed envelope.

Thank you for your valuable cooperation in this matter. If you have any questions, please feel free to call.

Sheila Cox
Tax Auditor

0000357

3/117

CONFIDENTIAL
H 01650

ARA00357
AA001419

STATE OF CALIFORNIA

FRANCHISE TAX BOARD
1. GLENOAKS BLVD., STE. 200
BANK, CA 91502-1170



556-2942

4/11/95

Allstate Sand and Gravel
3820 Leisure Lane
Las Vegas, Nevada 89103

Dear Sir:

Based upon our telephone conversation this morning, I have enclosed several questions regarding a job that you did during 1992.

For your own convenience, you may make marginal notations on this letter and return it in the enclosed postage paid envelope.

1. Please indicate the dates that you did any jobs for Gilbert P. Hyatt.
2. Please indicate the dates that you did any jobs at the residence at 7335 Tara Las Vegas and for whom the work was done.
3. Please provide copies of any invoices for the above items, if you still have them.

This information is requested for the purpose of administering the Revenue and Taxation Code of the State of California and for that purpose only.

Thank you for your valuable cooperation in this matter. If you have any questions, please feel free to call.

Sheila Cox
Tax Auditor

3/130

0000358

CONFIDENTIAL

H 01699

ARA00358
AA001420

STATE OF CALIFORNIA
REVENUE TAX BOARD
100 N. GLENDALE BLVD., STE. 200
BURBANK, CA 91502-1170



(818) 556-2942

April 12, 1995

Nevada Governor Robert Miller
555 E. Washington Avenue
Las Vegas, Nevada 89101

Dear Sir:

For the purposes of administering the California Personal Income Tax Law, and for that purpose only, the following information is requested under authorization of California Personal Income Law Section 19254.

Please indicate which dates Gilbert P. Hyatt visited your office and/or attended meetings or events to discuss international trade activity.

For your own convenience, you may make marginal notations on the extra copy of this letter and return it in the enclosed postage paid envelope.

Thank you for your valuable cooperation.

Sheila Cox
Tax Auditor
Telephone (818) 556-2942

0000359

CONFIDENTIAL
H 01715

ARA00359
AA001421

SC 4/12/95



STATE OF CALIFORNIA
ANCHISE TAX BOARD
33 N. GLENOAKS BLVD., STE. 200
BURBANK, CA 91502-1170

(818) 556-2942

April 12, 1995

Nevada Senator Richard Bryan
300 S. Las Vegas Blvd.
Las Vegas, Nevada 89101

Dear Sir:

For the purposes of administering the California Personal Income Tax Law, and for that purpose only, the following information is requested under authorization of California Personal Income Law Section 19254.

Please indicate which dates Gilbert P. Hyatt visited your office and/or attended meetings or events to discuss international trade activity.

For your own convenience, you may make marginal notations on the extra copy of this letter and return it in the enclosed postage paid envelope.

Thank you for your valuable cooperation.

Sheila Cox
Tax Auditor
Telephone (818) 556-2942

0000360

CONFIDENTIAL
H 01716

3/44

ARA00360
AA001422

Sc 1/24/95



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
333 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-1170
TELEPHONE: (818) 556-2942

1/26/95

Temple Beth Am
4180 Pecos Road
Las Vegas, Nevada

Gentlemen:

For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the documents specified in our form FTB 4973-39 here enclosed.

For your convenience we have enclosed self addressed, postage paid envelopes.

Thank you very much for your cooperation.

Sheila Cox
Tax Auditor

0000361

CONFIDENTIAL

H 01472

ARA00361
AA001423

STATE OF CALIFORNIA

FRANCHISE TAX BOARD
333 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-1170



DEMAND TO FURNISH INFORMATION

Authorized by
California Revenue & Taxation Code
Section 19504 (formerly 19254 (a) and 26423 (a)*)

The People of the State of California to:

Temple Beth AM
4180 Pecos Road
Las Vegas, Nevada

In the Matter of:

Gilbert P. Hyatt

Social Security No. : 069-30-9999
or Corporation No. :
For the years :

This Demand requires you to furnish the Franchise Tax Board with information specified below from records in your possession, under your control, or from your personal knowledge. The information will be used by this department for investigation, audit or collection purposes pertaining to the above-named taxpayer for the years indicated.

1. Copy of application for membership and type of membership.
2. Copy of any address changes submitted and date submitted.
3. Records of attendance at any services, meetings, or functions.

FRANCHISE TAX BOARD

By: S. Cox

Authorized Representative

Dated: JANUARY 26, 1995

Telephone: (818) 556-2942

Legislation effective January 1, 1994 (S.B. 3, Stats. 1993, Ch. No. 31) consolidated certain provisions of the California Revenue & Taxation Code which caused some sections to be revised and renumbered.

FTB 4973-39 (REV 3-94)

0000362

CONFIDENTIAL

H 01473

ARA00362
AA001424

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

333 N. GLENOAKS BLVD., SUITE 200

BURBANK, CA 91502-1170

TELEPHONE: (818) 556-2942



1/24/95

The Sports Authority
2620 Decatur Boulevard,
Las Vegas, Nevada 89102

Gentlemen:

For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the documents specified in our form FTB 4973-39 here enclosed.

For your convenience we have enclosed self addressed, postage paid envelopes.

Thank you very much for your cooperation.

Sheila Cox
Tax Auditor

0000363

CONFIDENTIAL

H 01480

ARA00363
AA001425

STATE OF CALIFORNIA

FRANCHISE TAX BOARD
333 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-1170



DEMAND TO FURNISH INFORMATION

Authorized by
California Revenue & Taxation Code
Section 19504 (formerly 19254 (a) and 26423 (a)*)

The People of the State of California to:

The Sports Authority
2620 Decatur Boulevard
Las Vegas, Nevada 89102

In the Matter of:

Gilbert P. Hyatt

Social Security No.: 069-30-9999
or Corporation No.:
For the years:

This Demand requires you to furnish the Franchise Tax Board with information specified below from records in your possession, under your control, or from your personal knowledge. The information will be used by this department for investigation, audit or collection purposes pertaining to the above-named taxpayer for the years indicated.

1. Copy of original application for membership.
2. Copy of any address changes submitted and date submitted.
3. Records of attendance.

FRANCHISE TAX BOARD

By: S. Cox

Authorized Representative

Dated: January 24, 1995

Telephone: (818) 556-2942

Legislation effective January 1, 1994 (S.B. 3, Stats. 1993, Ch. No. 31) consolidated certain provisions of the California Revenue & Taxation Code which caused some sections to be revised and renumbered.

FTB 4973-39 (REV 3-94)

0000364

CONFIDENTIAL

H 01481

ARA00364
AA001426

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

333 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-1170
TELEPHONE: (818) 556-2942



1/24/95

Nevada Development Authority
3900 Paradise Suite 155
Las Vegas, Nevada 89109

Gentlemen:

For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the documents specified in our form FTB 4973-39 here enclosed.

For your convenience we have enclosed self addressed, postage paid envelopes.

Thank you very much for your cooperation.

Sheila Cox
Tax Auditor

0000365

CONFIDENTIAL

H 01486

ARA00365

AA001427

STATE OF CALIFORNIA

FRANCHISE TAX BOARD
133 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-1170



**DEMAND TO FURNISH
INFORMATION**

Authorized by
California Revenue & Taxation Code
Section 19504 (formerly 19254 (a) and 26423 (a)*)

The People of the State of California to:

Nevada Development Authority
3900 Paradise Suite 155
Las Vegas, Nevada 89109

In the Matter of:

Gilbert P. Hyatt

Social Security No.: 069-30-9999
or Corporation No.:
For the years :

This Demand requires you to furnish the Franchise Tax Board with information specified below from records in your possession, under your control, or from your personal knowledge. The information will be used by this department for investigation, audit or collection purposes pertaining to the above-named taxpayer for the years indicated.

1. Copy of application for membership in NDA.
2. Copy of any address changes submitted and date submitted.
3. Records of attendance at any meetings or functions.

FRANCHISE TAX BOARD

By: S. Cox
Authorized Representative

Dated: January 24, 1995

Telephone: (818) 556-2942

* Legislation effective January 1, 1994 (S.B. 3, Stats. 1993, Ch. No. 31) consolidated certain provisions of the California Revenue & Taxation Code which caused some sections to be revised and renumbered.

0000366

FTB 4973-39 (REV 3-94)

CONFIDENTIAL
H 01487

ARA00366
AA001428

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

333 N. GLENOAKS BLVD., SUITE 200

BURBANK, CA 91502-1170

TELEPHONE: (818) 556-2942

SC 10-10



1/26/95

Personal Computer Users Group
316 Bridger Avenue
Las Vegas, Nevada 89101

Gentlemen:

For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the documents specified in our form FTB 4973-39 here enclosed.

For your convenience we have enclosed self addressed, postage paid envelopes.

Thank you very much for your cooperation.

Sheila Cox
Tax Auditor

0000367

CONFIDENTIAL

H 01488

ARA00367
AA001429

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

333 N. GLENDALE BLVD., SUITE 200
BURBANK, CA 91502-1170



**DEMAND TO FURNISH
INFORMATION**

Authorized by
California Revenue & Taxation Code
Section 19504 (formerly 19254 (a) and 26423 (a)*)

The People of the State of California to:

Personal Computer Users Group
316 Bridger Avenue
Las Vegas, Nevada 89101

In the Matter of:

Gilbert P. Hyatt

Social Security No. : 069-30-9999
or Corporation No. :
For the years :

This Demand requires you to furnish the Franchise Tax Board with information specified below from records in your possession, under your control, or from your personal knowledge. The information will be used by this department for investigation, audit or collection purposes pertaining to the above-named taxpayer for the years indicated.

1. Copy of application for membership and type of membership.
2. Copy of any address changes submitted and date submitted.
3. Records of attendance at any meetings or functions.

FRANCHISE TAX BOARD

By: S. Cox

Authorized Representative

Dated: January 20, 1995

Telephone: (818) 556-2942

* Legislation effective January 1, 1994 (S.B. 3, Stats. 1993, Ch. No. 31) consolidated certain provisions of the California Revenue & Taxation Code which caused some sections to be revised and renumbered.

FTB 4973-39 (REV 3-94)

0000368

CONFIDENTIAL

H 01489

ARA00368
AA001430

5: 2/17/95



STATE OF CALIFORNIA

ANCHISE TAX BOARD
3 N. GLENOAKS BLVD., SUITE 200
JRBANK, CA 91502-1170
TELEPHONE: (818) 556-2942

2/17/95

The Sports Authority
2620 Decatur Blvd.
Las Vegas, Nevada 89102

Gentlemen:

For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the documents specified in our form FTB 4973-39 here enclosed.

For your convenience we have enclosed self addressed, postage paid envelopes.

Thank you very much for your cooperation.

Sheila Cox
Tax Auditor

0000369

CONFIDENTIAL

H 01498

ARA00369
AA001431

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

3 N. GLENOAKS BLVD., SUITE 200
IRBANK, CA 91502-1170



DEMAND TO FURNISH
INFORMATION

Authorized by
California Revenue & Taxation Code
Section 19504 (formerly 19254 (a) and 26423 (a)*)

The People of the State of California to:

The Sports Authority
2620 Decatur Blvd.
Las Vegas, Nevada 89102

In the Matter of:

Gilbert P. Hyatt

Social Security No.: 069-30-9999
or Corporation No. :
For the years :

This Demand requires you to furnish the Franchise Tax Board with information specified below from records in your possession, under your control, or from your personal knowledge. The information will be used by this department for investigation, audit or collection purposes pertaining to the above-named taxpayer for the years indicated.

1. Copy of application for membership and type of membership.
2. Copy of any address changes submitted and date submitted.
3. Records of dates which the membership was used.

FRANCHISE TAX BOARD

By: S. Cox
Authorized Representative

Dated: 2/17/95

Telephone: (818) 556-2942

legislation effective January 1, 1994 (S.B. 3, Stats. 1993, Ch. No. 31) consolidated certain provisions of the California Revenue & Taxation Code which caused some sections to be revised and renumbered.

FTB 4973-39 (REV 3-94)

0000370

CONFIDENTIAL

H 01499

ARA00370
AA001432

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

13 N. GLENOAKS BLVD., SUITE 200

PO BOX 1170

TELEPHONE: (818) 556-2942



2/17/95

Bizmart
2640 Decatur Blvd.
Las Vegas, Nevada 89102

Gentlemen:

For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the documents specified in our form FTB 4973-39 here enclosed.

For your convenience we have enclosed self addressed, postage paid envelopes.

Thank you very much for your cooperation.

Sheila Cox
Tax Auditor

0000371

CONFIDENTIAL

H 01500

ARA00371
AA001433

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

33 N. GLENOAKS BLVD., SUITE 200
IRBANK, CA 91502-1170



DEMAND TO FURNISH
INFORMATION

Authorized by
California Revenue & Taxation Code
Section 19504 (formerly 19254 (a) and 26423 (a)*)

The People of the State of California to:

Bizmart
2640 Beatur Blvd.
Las Vegas, Nevada 89102

In the Matter of:

Gilbert P. Hyatt

Social Security No. :069-30-9999
or Corporation No. :
For the years :

This Demand requires you to furnish the Franchise Tax Board with information specified below from records in your possession, under your control, or from your personal knowledge. The information will be used by this department for investigation, audit or collection purposes pertaining to the above-named taxpayer for the years indicated.

1. Copy of application for membership and type of membership.
2. Copy of any address changes submitted and date submitted.
3. Records of dates which the membership was used.

FRANCHISE TAX BOARD

By: S. Cox
Authorized Representative

Dated: 2/17/95

Telephone: (818) 556-2942

Legislation effective January 1, 1994 (S.B. 3, Stats. 1993, Ch. No. 31) consolidated certain provisions of the California Revenue & Taxation Code which caused some sections to be revised and renumbered.

FTB 4973-39 (REV 3-94)

0000372

CONFIDENTIAL

H 01501

ARA00372
AA001434

sc 2/17/95



STATE OF CALIFORNIA

FRANCHISE TAX BOARD

130 N. GLENOAKS BLVD., SUITE 200

IRBANK, CA 91502-1170

TELEPHONE: (818)

556-2942

2/17/95

Sam's Club
5101 S. Pecos
Las Vegas, Nevada 89120

Gentlemen:

For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the documents specified in our form FTB 4973-39 here enclosed.

For your convenience we have enclosed self addressed, postage paid envelopes.

Thank you very much for your cooperation.

Sheila Cox
Tax Auditor

0000373

CONFIDENTIAL

H 01502

ARA00373
AA001435

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

3 N. GLENOAKS BLVD., SUITE 200
IRBANK, CA 91502-1170



DEMAND TO FURNISH
INFORMATION

Authorized by
California Revenue & Taxation Code
Section 19504 (formerly 19254 (a) and 26423 (a)*)

The People of the State of California to:

Sam's Club
5101 S. Pecos
Las Vegas, Nevada 89120

In the Matter of:

Gilbert P. Hyatt

Social Security No. :069-30-9999
or Corporation No. :
For the years :

This Demand requires you to furnish the Franchise Tax Board with information specified below from records in your possession, under your control, or from your personal knowledge. The information will be used by this department for investigation, audit or collection purposes pertaining to the above-named taxpayer for the years indicated.

1. Copy of application for membership and type of membership.
2. Copy of any address changes submitted and date submitted.
3. Records of dates which the membership was used.

FRANCHISE TAX BOARD

By: S. Cox
Authorized Representative

Dated: 2/17/93

Telephone: (818) 556-2942

Legislation effective January 1, 1994 (S.B. 3, Stats. 1993, Ch. No. 31) consolidated certain provisions of the California Revenue & Taxation Code which caused some sections to be revised and renumbered.

0000374

FTB 4973-39 (REV 3-94)

CONFIDENTIAL
H 01503

ARA00374
AA001436

SC 2/17/95



STATE OF CALIFORNIA

FRANCHISE TAX BOARD

13 N. GLENDALE BLVD., SUITE 200

IRVINE, CA 92614-1170

TELEPHONE: (818)

556-2942

2/17/95

Temple Beth Am
9001 Hill Point
Las Vegas, Nevada 89134

Gentlemen:

For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the documents specified in our form FTB 4973-39 here enclosed.

For your convenience we have enclosed self addressed, postage paid envelopes.

Thank you very much for your cooperation.

Sheila Cox
Tax Auditor

0000375

CONFIDENTIAL

H 01504

ARA00375
AA001437

STATE OF CALIFORNIA

FRANCHISE TAX BOARD
3 N. GLENOAKS BLVD., SUITE 200
IRBANK, CA 91502-1170



DEMAND TO FURNISH INFORMATION

Authorized by
California Revenue & Taxation Code
Section 19504 (formerly 19254 (a) and 26423 (a)*)

The People of the State of California to:

Temple Beth Am
9001 Hill Point
Las Vegas, Nevada 89134

In the Matter of:

Gilbert P. Hyatt

Social Security No. : 069-30-9999
or Corporation No. :
For the years :

This Demand requires you to furnish the Franchise Tax Board with information specified below from records in your possession, under your control, or from your personal knowledge. The information will be used by this department for investigation, audit or collection purposes pertaining to the above-named taxpayer for the years indicated.

1. Copy of application for membership and type of membership.
2. Copy of any address changes submitted and date submitted.
3. Records of attendance at any services, meetings, or functions.

FRANCHISE TAX BOARD

By: S. Cox
Authorized Representative

Dated: 2/17/95

Telephone: (818) 556-2942

Legislation effective January 1, 1994 (S.B. 3, Stats. 1993, Ch. No. 31) consolidated certain provisions of the California Revenue & Taxation Code which caused some sections to be revised and renumbered.

0000376

CONFIDENTIAL

H 01505

FTB 4973-39 (REV 3-94)

ARA00376
AA001438

STATE OF CALIFORNIA
REVENUE TAX BOARD
1111 GLENOAKS BLVD., STE. 200
BURBANK, CA 91502-1170



556-2942

3/10/95

Ms. Sherri Lewis and Ms. Clara Kopp
c/o Wagon Trails Apartments
3225 South Pecos Road
Las Vegas, Nevada 89121

Re: Apartment 237
Gilbert Hyatt

Dear Ms. Lewis and Ms. Kopp:

Based upon our conversation at your office on March 6, 1995, I have enclosed a request for copies of documentation in your file for Gilbert Hyatt. I have also enclosed a summary of our conversation. You may make any revisions you wish to the document and sign it and send it back to my office along with the copies requested. This information is requested for the purpose of administering the Revenue and Taxation Code of the State of California and for that purpose only.

Thank you for your cooperation in this matter. If you have any questions, please feel free to call.

Sheila Cox
Tax Auditor

0000377

CONFIDENTIAL
H 01544

ARA00377
AA001439

STATE OF CALIFORNIA
FRANCHISE TAX BOARD

AFFIDAVIT

State of Nevada, Las Vegas

County of Clark

I, Sherri Lewis and Clara Kopp state that:

We are employees of the Wagon Trails Apartments at 3225 South Pecos Road, Las Vegas, Nevada 89121.

We certify that on March 6, 1995 we were interviewed by Sheila Cox and Sheila Semana, representatives of the State of California, Franchise Tax Board.

During the interview we had indicated the following:

Sherri had only worked there for a few years, but Clara had worked there for a long time. Many of the apartment tenants here are subsidized by HUD. We were asked if Clara remembered who had rented apartment 237 during the period from October of 1991 to April of 1992. She went to get the file for the apartment. She said that Gilbert Hyatt had rented the apartment.

Grace Jeng had come in and made the rental arrangements for him. She signed the lease for him and did the initial walkthrough of the apartment. Mr. Hyatt later came back and signed for himself. Clara stated that she didn't see him too often. He had faxed the initial application to her. Mr. Hyatt had stated on the application that his employer was D&C Corporation of P.O. Box 846 Cypress, California (213) 809-1087.

He had listed that his closest relative or contact was his associated Grace Jeng at 13337 E. South Street Cerritos, California 90071. His automobile was a Toyota Celica with a California license 886 SLP. His previous address was listed as P.O. Box 3357 Cerritos, California.

Clara was asked if the apartment 237 appeared to be regularly occupied, and she stated no, that he he had told her that he travelled a lot. There had been no complaints about him from the other tenants. She checked the maintenance report from when the apartment was vacated in April of 1992. She said that the apartment was very clean when he moved out and that there were no damages to the apartment. They only had had to do minimal maintenance before renting it out again.

Mr. Hyatt had stated in his letter of 30 day notice that he had bought a house and that he was moving back to California. Grace Jeng had signed the move-out notice. He had listed as a forwarding address P.O. Box 60028 Las Vegas, Nevada.

Clara had stated that she did not observe Mr. Hyatt moving into the apartment, so she did not know how much or what type of furniture he had moved into the apartment.

When asked whether we had any record of how the rent had been paid, through the mail, in person, etc. We indicated that we have no record of it. Mr. Hyatt paid the rent by check each month. The file had an envelope which Mr. Hyatt had used to pay the rent. The envelope had a return address of P.O. Box 60028 Las Vegas. The envelope was postmarked from Long Beach, California and was dated 12/8/91. Clara stated that he would pay the rent ahead of time with a post dated check.

Clara did not remember seeing any vehicles at the apartment and does not remember seeing any other individuals at the apartment. She does not remember seeing any visitors to the apartment. She said that the mail for the apartments is delivered to their individual mailboxes. She said that she had not observed Mr. Hyatt ever using the swimming pool, jacuzzi, etc.

0000379

When asked if any of the tenants currently in the building where apartment 237 is lived there during the period from 10/91 through 4/92, Clara stated that apartments 133 and 135 had lived there for at least 5 years.

We have read the foregoing consisting of 3 page(s). We fully understand this statement and it is true, accurate and complete to the best of our knowledge and belief. We have made the corrections shown and placed our initials opposite each.

We made this statement freely and voluntarily, without any threats or rewards, or promises of reward having been made to us in return for it.

(Signature of Affiant)

(Signature of Affiant)

(Date)

(Date)

(Telephone Number of Affiant)

(Telephone number of Affiant)

Subscribed and sworn to
before me this 6th day
of March, 1995 at
Las Vegas, Nevada

(Signature)

(Signature of Witness)

(Title)

(Date)

0000380

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

13 N. GLENOAKS BLVD., SUITE 200
JRBANK, CA 91502-1170



**DEMAND TO FURNISH
INFORMATION**

Authorized by
California Revenue & Taxation Code
Section 19504 (formerly 19254 (a) and 26423 (a)*)

The People of the State of California to:

Ms. Sherri Lewis & Ms. Clara Kopp
c/o Wagon Trails Apartments
3225 South Pecos Road
Las Vegas, Nevada 89121

In the Matter of:

Gilbert Hyatt

Social Security No. : 069-30-9999
or Corporation No. :
For the years :

This Demand requires you to furnish the Franchise Tax Board with information specified below from records in your possession, under your control, or from your personal knowledge. The information will be used by this department for investigation, audit or collection purposes pertaining to the above-named taxpayer for the years indicated.

Please provide copies of the following documents from the file of Gilbert Hyatt:

1. copy of rental application.
2. Copy of applicant's employer, previous address, closest relative, etc.
3. Copy of 30 day notice letter from Mr. Hyatt.
4. Copy of envelope in file postmarked December 8, 1991.
5. Copy of a report from maintenance after Mr. Hyatt vacated the apartment.
6. Copy of forwarding address given by Mr. Hyatt

FRANCHISE TAX BOARD

By: Sheila Cox

Authorized Representative

Dated: 3/10/95

Telephone: (818) 556-2942

* Legislation effective January 1, 1994 (S.B. 3, Stats. 1993, Ch. No. 31) consolidated certain provisions of the California Revenue & Taxation Code which caused some sections to be revised and renumbered.

0000381

FTB 4973-39 (REV 3-94)

CONFIDENTIAL

H 01548

ARA00381

AA001443

SC 3/23/75



STATE OF CALIFORNIA

CHIEF TAX BOARD

330 N. GLENDALE BLVD., STE. 200
BURBANK, CA 91502-1170

556-2942

3/23/95

Congregation Ner Tamid
2761 Emerson Avenue
Las Vegas, Nevada 89121

Gentlemen:

For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the documents specified in our form FTB 4973-39 here enclosed.

For your convenience we have enclosed self addressed, postage paid envelopes.

Thank you very much for your cooperation.

Sheila Cox
Sheila Cox
Tax Auditor

0000382

2/107
CONFIDENTIAL

H 01625

ARA00382

AA001444

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

N. GLENOAKS BLVD., SUITE 200
IRVINE, CA 92612-1170



**DEMAND TO FURNISH
INFORMATION**

Authorized by
California Revenue & Taxation Code
Section 19504 (formerly 19254 (a) and 26423 (a)*)

The People of the State of California to:

Congregation Ner Tamid
2761 Emerson Avenue
Las Vegas, Nevada 89121

In the Matter of:

Gilbert P. Hyatt

Social Security No.: 069-30-9999
or Corporation No. :
For the years :

This Demand requires you to furnish the Franchise Tax Board with information specified below from records in your possession, under your control, or from your personal knowledge. The information will be used by this department for investigation, audit or collection purposes pertaining to the above-named taxpayer for the years indicated.

1. Please verify dates of any contributions made since 1991.
2. Copy of application for membership.
3. Copy of any address changes submitted and date submitted.
4. Records of attendance at any services, meetings, or functions.

FRANCHISE TAX BOARD

By: S. Cox

Authorized Representative

Dated: 3/23/95

Telephone: (818) 556-2942

Legislation effective January 1, 1994 (S.B. 3, Stats. 1993, Ch. No. 31) consolidated certain provisions of the California Revenue & Taxation Code which caused some sections to be revised and renumbered.

FTB 4873-38 (REV 3-94)

0000383

CONFIDENTIAL

H 01626

ARA00383
AA001445

SC 3/24/95



STATE OF CALIFORNIA
CHISE TAX BOARD
300 GLENOAKS BLVD., STE. 200
BURBANK, CA 91502-1170

556-2942

3/24/95

Las Vegas Sun
800 S. Valley View Blvd.
Las Vegas, Nevada 89153

For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the documents specified in our form FTB 4973-39 here enclosed.

For your convenience we have enclosed self addressed, postage paid envelopes.

Thank you very much for your cooperation.

Sheila Cox
Tax Auditor

0000384

CONFIDENTIAL

H 01636

3/109

ARA00384
AA001446

SC 3/24/95



STATE OF CALIFORNIA

FRANCHISE TAX BOARD
N. GLENOAKS BLVD., SUITE 200
BANK, CA 91502-1170

DEMAND TO FURNISH INFORMATION

Authorized by
California Revenue & Taxation Code
Section 19504 (formerly 19254 (a) and 26423 (a)*)

The People of the State of California to:

Las Vegas Sun
800 S. Valley View Blvd.
Las Vegas, Nevada 89153

In the Matter of:

Gilbert P. Hyatt

Social Security No. : 069-30-9999
or Corporation No. :
For the years :

This Demand requires you to furnish the Franchise Tax Board with information specified below from records in your possession, under your control, or from your personal knowledge. The information will be used by this department for investigation, audit or collection purposes pertaining to the above-named taxpayer for the years indicated.

1. Indicate if the above individual has subscribed to the Las Vegas Sun during the period from 10/91 to the present. If yes, indicate the address that the subscription was sent to.
2. Was there a subscription to the Las Vegas Sun at 3225 S. Pecos apt. 237 during the period 11/91 - 4/92? If so, indicate the name of the person on whose account it was billed.

FRANCHISE TAX BOARD

By: S. Cox

Authorized Representative

Dated: 3/24/95

Telephone: (818) 556-2942

Legislation effective January 1, 1994 (S.B. 3, Stats. 1993, Ch. No. 31) consolidated certain provisions of the California Revenue & Taxation Code which caused some sections to be revised and renumbered.

FTB 4873-39 (REV 3-94)

3/109.7

0000385

CONFIDENTIAL

H 01637

ARA00385
AA001447



STATE OF CALIFORNIA
CHISE TAX BOARD
1 GLENOAKS BLVD., STE. 200
BURBANK, CA 91502-1170

556-2942

3/24/95

Las Vegas Valley Water District
1001 S. Valley View Blvd.
Las Vegas, Nevada 89153

For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the documents specified in our form FTB 4973-39 here enclosed.

For your convenience we have enclosed self addressed, postage paid envelopes.

Thank you very much for your cooperation.

Sheila Cox
Tax Auditor

0000386

3/110

CONFIDENTIAL
H 01638

ARA00386
AA001448

SC 3/24/95



STATE OF CALIFORNIA

FRANCHISE TAX BOARD

N. GLENOAKS BLVD., SUITE 200
BANK, CA 91502-1170

DEMAND TO FURNISH
INFORMATION

Authorized by
California Revenue & Taxation Code
Section 19504 (formerly 19254 (a) and 26423 (a)*)

The People of the State of California to:

Las Vegas Valley Water District
1001 S. Valley View Blvd.
Las Vegas, Nevada 89153

In the Matter of:

Gilbert P. Hyatt

Social Security No. : 069-30-9999
or Corporation No. :
For the years :

This Demand requires you to furnish the Franchise Tax Board with information specified below from records in your possession, under your control, or from your personal knowledge. The information will be used by this department for investigation, audit or collection purposes pertaining to the above-named taxpayer for the years indicated.

1. Copies of water bills (with the name of the person on whose account it was billed) at 7335 Tara, Las Vegas, Nevada for the following period:

April 1992 to December 1992
January 1993 to December 1993
January 1994 to December 1994
January 1995 to present

FRANCHISE TAX BOARD

By: Sheila Cox
Authorized Representative

Dated: 3/24/95

Telephone: (818) 55662942

Legislation effective January 1, 1994 (S.B. 3, Stats. 1993, Ch. No. 31) consolidated certain provisions of the California Revenue & Taxation Code which caused some sections to be revised and renumbered.

FTB 4973-39 (REV 3-94)

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STATE OF CALIFORNIA

CHISE TAX BOARD
GLENDAKS BLVD., STE. 200
BURBANK, CA 91502-1170



556-2942

3/24/95

Silver State Disposal Service
770 E. Sahara Blvd.
Las Vegas, Nevada 89104

For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the documents specified in our form FTB 4973-39 here enclosed.

For your convenience we have enclosed self addressed, postage paid envelopes.

Thank you very much for your cooperation.

Sheila Cox
Tax Auditor

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CONFIDENTIAL

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ARA00388
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STATE OF CALIFORNIA

FRANCHISE TAX BOARD
N. GLENOAKS BLVD., SUITE 200
RANK, CA 91502-1170

**DEMAND TO FURNISH
INFORMATION**

Authorized by
California Revenue & Taxation Code
Section 19504 (formerly 19254 (a) and 26423 (a)*)

The People of the State of California to:

Silver State Disposal Service
770 E. Sahara Blvd.
Las Vegas, Nevada 89104

In the Matter of:

Gilbert P. Hyatt

Social Security No. : 069-30-9999
or Corporation No. :
For the years :

This Demand requires you to furnish the Franchise Tax Board with information specified below from records in your possession, under your control, or from your personal knowledge. The information will be used by this department for investigation, audit or collection purposes pertaining to the above-named taxpayer for the years indicated.

1. Copies of trash disposal bills (with the name of the person on whose account it was billed) at 7335 Tara Las Vegas, Nevada, for the following period:

April 1992 to December 1992
January 1993 to December 1993
January 1994 to December 1994
January 1995 to present

FRANCHISE TAX BOARD

By: Sheila Fox
Authorized Representative

Dated: 3/24/95

Telephone: (818) 556-2942

legislation effective January 1, 1994 (S.B. 3, Stats. 1993, Ch. No. 31) consolidated certain provisions of the California Revenue & Taxation Code which caused some sections to be revised and renumbered.

FTB 4973-39 (REV 3-94)

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AA001451

cc 3/24/95



STATE OF CALIFORNIA
CHISE TAX BOARD
GLENDALE BLVD., STE. 200
BURBANK, CA 91502-1170

556-2942

3/24/95

Southwest Gas Corp.
P.O. Box 98512.
Las Vegas, Nevada 89193-8512

For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the documents specified in our form FTB 4973-39 here enclosed.

For your convenience we have enclosed self addressed, postage paid envelopes.

Thank you very much for your cooperation.

Sheila Cox
Tax Auditor

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CONFIDENTIAL
H 01642

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

73 N. GLENOAKS BLVD., SUITE 200
RIBANK, CA 91502-1170



**DEMAND TO FURNISH
INFORMATION**

Authorized by
California Revenue & Taxation Code
Section 19504 (formerly 19254 (a) and 26423 (a)*)

The People of the State of California to:

Southwest Gas Corp.
P.O. Box 98512
Las Vegas, Nevada 89193-8512

In the Matter of:

Gilbert P. Hyatt

Social Security No. : 069-30-9999
or Corporation No. :
For the years :

This Demand requires you to furnish the Franchise Tax Board with information specified below from records in your possession, under your control, or from your personal knowledge. The information will be used by this department for investigation, audit or collection purposes pertaining to the above-named taxpayer for the years indicated.

1. Copies of gas bills (with the name of the person on whose account it was billed) at 7335 Tara, Las Vegas for the following period:

April 1992 to December 1992
January 1993 to December 1993
January 1994 to December 1994
January 1995 to present

FRANCHISE TAX BOARD

By: Sheila Cox

Authorized Representative

Dated: 3/24/95

Telephone: (818) 556-2942

* Legislation effective January 1, 1994 (S.B. 3, Stats. 1993, Ch. No. 31) consolidated certain provisions of the California Revenue & Taxation Code which caused some sections to be revised and renumbered.

FTB 4873-39 (REV 3-94)

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STATE OF CALIFORNIA

RANCHISE TAX BOARD
333 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-1170
TELEPHONE: (818)

556-2942

8/4/95

Las Vegas Sun
800 S. Valley View Blvd.
Las Vegas, Nevada 89153

Gentlemen:

For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the documents specified in our form FTB 4973-39 here enclosed.

For your convenience we have enclosed self addressed, postage paid envelopes.

Thank you very much for your cooperation.

Sheila Cox
Tax Auditor

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CONFIDENTIAL

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ARA00392

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STATE OF CALIFORNIA
FRANCHISE TAX BOARD
333 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-1170

**DEMAND TO FURNISH
INFORMATION**

Authorized by
California Revenue & Taxation Code
Section 19504 (formerly 19254 (a) and 26423 (a)*)

The People of the State of California to:

Las Vegas Sun
800 S. Valley View Blvd.
Las Vegas, Nevada 89153

In the Matter of:

Gilbert P. Hyatt

Social Security No.: 069-30-9999
or Corporation No.:
For the years :

This Demand requires you to furnish the Franchise Tax Board with information specified below from records in your possession, under your control, or from your personal knowledge. The information will be used by this department for investigation, audit or collection purposes pertaining to the above-named taxpayer for the years indicated.

1. Indicate if the above individual has subscribed to the Las Vegas Sun during the period from 1991 to the present. If yes, please indicate the start and stop dates of service and the address that the subscription was sent to.
2. Indicate if there were any subscriptions to the Las Vegas Sun at 3225 S. Pecos Apt 237 during 1991-1992 and at 7335 Tara from 1992 to the present. If so, indicate the start and stop dates of service and the name(s) of the person(s) on whose account it was billed.

FRANCHISE TAX BOARD

By: S. Cox
Authorized Representative

Dated: 8/4/95

Telephone: (818) 556-2942

* Legislation effective January 1, 1994 (S.B. 3, Stats. 1993, Ch. No. 31) consolidated certain provisions of the California Revenue & Taxation Code which caused some sections to be revised and renumbered.

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FRANCHISE TAX BOARD

6150 VAN NUYS BOULEVARD, ROOM 100
VAN NUYS, CA 91401
Tel: (818) 901-5225
Fax: (818) 901-5615

August 17, 1993

In reply refer
to VN:MS

Attn: Michael W. Kern, CPA
Piercy, Bowler, Taylor & Kern
6600 W. Charleston Blvd., Suite #118
Las Vegas, NV 89102

Re : Gilbert P. Hyatt
CA Personal Resident/Non Resident Income Tax
Audit For Years 1989 & 1990 & 1991
Taxpayer ID # 069-30-9999

Dear Mr. Kern:

I have reviewed the information provided with your August 4, 1993 correspondence, and require the following additional data:

- 1) Copies of all contracts/agreements regarding the microprocessor chip between:
 - A) Hyatt and Fujitsu
 - B) Hyatt and Matsushita
 - C) Hyatt and Phillips
 - D) Hyatt and Pioneer
- 2) The 1991 Schedule C for LCD/Computers business deducted \$24,267,350 in commissions and fees. Please provide a schedule or list showing to whom these commissions and fees were paid to. Also provide either 1099's or cancelled checks for the commissions and fees paid during 1991.
- 3) Research & Development Expenses of \$233,886 were deducted on the 1991 Schedule C. Please provide a schedule showing the breakdown of these expenses.
- 4) Please furnish a copy of the closing escrow statement for the sale of the La Palma home at 7841 Jennifer Circle.
- 5) Please provide a copy of the leasing/rental agreement for the apartment on 3225 S. Pecos Road in Las Vegas, Nevada.

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Gilbert P. Hyatt
August 17, 1993
Page 2 Of 2

- 6) Please provide a copy of the closing escrow statement for the purchase of the home in Las Vegas, Nevada.

Please submit the requested information to the above address by September 14, 1993.

To ensure proper handling, attach a copy of this letter to your reply.

Thank you for your cooperation.

Marc Shayer
Marc Shayer
Tax Auditor

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AA001457

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

133 N. GLENOAKS BLVD., SUITE 200

BURBANK, CA 91502-1170

TELEPHONE: (818) 556-2111



May 29, 1991

10:00 AM
10:00 AM

Attn: Michael W. Kern, CPA
Greedy, Bowler, Taylor & Kern
3000 W. Charleston Blvd., Suite 2110
Las Vegas, NV 89102

Re : Gilbert P. Hyatt
CA Personal Resident/Non Resident Income Tax
Audit For Years 1988 & 1990 & 1991
Taxpayer ID # 469-20-9999

Dear Mr. Kern:

The above audit case was transferred to me following the departure of Marc Shaver from the Board. I have reviewed the files and found that the following were requested (among others) on August 17, 1991.

1) Copies of all contracts/agreements between:

- A) Hyatt and Fujitsu
- B) Hyatt and Matsushita
- C) Hyatt and Philips
- D) Hyatt and Pioneer

2) Copy of the escrow closing statement for the purchase of the home in Las Vegas, Nevada.

Only the agreement between Hyatt and U.S. Philips Corporation have been received. I would appreciate it if you provide copies of like agreement with Fujitsu, Matsushita and Pioneer as well. Please include correspondences between the above corporations and Hyatt subsequent to the signing of the agreements one of which is a letter from Pioneer to Hyatt regarding its decision not to exercise its option (referred to as "lapse of option" in Statement 7 of the 1991 Tax Return.)

I would like a copy of the escrow statement itself and not the escrow instructions. In addition, please provide copies of the following:

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for copy
11/11/91
3/20

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AA001458

Robert M. Hyatt

May 24, 1994

Page 2 of 2

1. Cancelled checks in payment of property taxes for the Las Vegas house along with the paid property tax bills in 1992 and 1993.

2. Cancelled checks for the Security Deposit on 10/08/91 and monthly lease/rental payments on 1000 S. Pecos Rd., Las Vegas, Nevada, beginning 11/01/91.

Please submit the requested information to the above address by June 15, 1994.

To ensure proper handling, attach a copy of this letter to your reply.

Thank you for your cooperation.

C
Cecil H. Soriano
Tax Auditor

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file copy
3/20.1

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AA001459

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

333 N. GLENOAKS BLVD., SUITE 200

BURBANK, CA 91502-1170

TELEPHONE: (818) 556-2942



6/22/95

Mr. Michael W. Kern CPA
c/o Piercy, Bowler, Taylor, & Kern
6100 Elton Ave. #1000
Las Vegas, Nevada 89107

Re: Request for Information
Gilbert P. Hyatt
1991

Dear Mr. Kern:

I have received your letter with the documentation earlier this week. In addition to the items still outstanding, one additional item will be needed. The taxpayer should send a list of other individuals who are authorized to use his credit cards and bank accounts. For each account, list the authorized individual(s). If the taxpayer is the only person authorized to use the account, please state that Mr. Hyatt is the only authorized user of the account. If it is not possible to obtain this information from the banks and credit card companies, a signed statement from the taxpayer will be accepted.

Please send this information to my office by July 7, 1995.

Sheila Cox
Tax Auditor

cc: Eugene Cowan

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TELEPHONE CORRESPONDENCE
WITH TAXPAYER'S NEVADA REPRESENTATIVE
MICHAEL KERN

Date	Person Contacted	Purpose
07/02/1993	Kern calls Shayer	Mike Kern called (702) 384-1120 - said he is representing Gilbert Hyatt left msg.
07/08/1993	Shayer calls Kern	Rtn. Call - rep. Not in left msg.
07/12/1993	Kern calls Shayer	Rep. Call and left msg.
07/12/1993	Shayer calls Kern	Called back and left msg.
07/13/1993	Kern calls Shayer	Rep called said he would be fwd POA Power of Attorney
08/19/1993	Kern calls Shayer	rep called left msg.
08/19/1993	Shayer calls Kern back	Called him back - t/p wants me to review contracts for patents at his lawyers office in Van Nuys- will call when they are available.
06/09/1994	Soriano returns Kern's call	Returned call to tax rep in Las Vegas re: my letter of 5/24; said he can not furnish requested documents now but will consult first with t/p's L.A. attorneys. Rep to call me.
12/01/1994	Cox calls Kern	Called rep and left a message for him to call me -
12/01/1994	Kern calls Cox	Spoke to Mr. Kern - told him that the case was transferred to me and that I will be sending a document request to him -
01/05/1995	Kern calls Cox	<p>Mike Kern (rep from Las Vegas) called - he has not met deadline - He wants to know why we want checks - He said that it would be too expensive - He said that he will provide a letter from the governor- He wants to know if we will pay for copying checks - I told him that I will check on this and get back to him.</p> <p>The taxpayer's representative Mike Kern called from Las Vegas to tell me that he wouldn't be meeting the deadline of 1/5/95 which had been set for the document request sent to his office. He said that he had been skiing with the taxpayer at Mount Charleston over the weekend and had discussed the issue with him. He explained to me that he is good friends with the taxpayer and that they often spend time together, and include their children sometimes.</p> <p>Mike felt that the document request is unreasonable, as it would cost the taxpayer too much in professional fees to copy all of the checks. He wanted to know if we would be willing to bear the cost, or if I would be willing to come to Las Vegas to do the photocopying myself. I told him that I would check on the policy of the department and get back to him about this.</p> <p>continues on next page</p>

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TELEPHONE CORRESPONDENCE
WITH TAXPAYER'S NEVADA REPRESENTATIVE
MICHAEL KERN

Date	Person Contacted	Purpose
01/05/1995 (cont)		<p>Mike said that he felt that he had provided enough documentation to prove that Mr. Hyatt was a Nevada resident. Mike said that Mr. Hyatt is in Nevada now; he owns a house in Nevada and no longer owns any property in California. According to Mike, Mr. Hyatt's cars are registered in Nevada. Mike said that Mr. Hyatt moved himself to Nevada in a trailer that Mr. Hyatt owns. After moving to Nevada, he changed the registration on this trailer to Nevada. Mike doesn't understand why we don't accept this.</p> <p>Mike explained that he and Mr. Hyatt had been involved in the political campaign for the Nevada Governor Miller. They also were supporting the Nevada senator and other judges. He said that Mr. Hyatt had been involved in GATT legislation. He said that he would provide a letter from the governor of Nevada stating that Mr. Hyatt was a Nevada resident, and that this should be sufficient documentation.</p> <p>I explained to Mike that I was not questioning whether or not Mr. Hyatt was in Nevada, that I was just trying to determine the date that he left California. I explained that the copies of the checks were required by our legal department. This documentation is analyzed to determine a pattern of the taxpayer's spending habits and to determine when the taxpayer severed ties with California and established ties in the state of Nevada.</p> <p>Mike said that he would have to talk to the attorney about this, as Mike was in Nevada, and was not well versed in California tax laws. He said that the taxpayer's legal firm was Mayor Riordan's firm. He said that he would get a letter from the governor of California, if necessary. I told him that I would accept this if he wanted to give it to me, but that I would not necessarily accept it as conclusive evidence.</p>
01/05/1995	Cox calls Kern	<p>Called rep Mike Kern and informed him that we will need the names of bank accounts, locations, and account numbers. I told him that we would request information from the bank directly. He said that he would discuss this with the attorney.</p>

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TELEPHONE CORRESPONDENCE
WITH TAXPAYER'S NEVADA REPRESENTATIVE
MICHAEL KERN

Date	Person Contacted	Purpose
02/17/1995	Kern calls Cox	Received a call from Mike Kern - He said that they have most of the documentation together - He has sent it to Eugene Cowan's office, as he is worried about the taxpayer's privacy. He said that I should contact Mr. Cowan to examine the records. He said that they have the cancelled checks for the phone bills, but that they were not able to get the phone records. He stated that the phone company only keeps the records for 60 days. - He said that many of his records such as calendar, etc. show calls to the taxpayer on a frequent basis, as they are good friends. He said that he would be willing to provide these records if necessary.
03/09/1995	Kern calls Cox	<p>The taxpayer's representative Mike Kern called from Las Vegas after I went to his office yesterday. I told him that I had been in town and that I had stopped by to introduce myself. I told him that we were in town on several cases to obtain information. He said that he would have cancelled his appointment if he had known. He asked if there was any specific questions about Gil and I said that there were not at the present.</p> <p>He said that Gil had called him because he had gotten a letter from the bank about our request for information about the safe deposit boxes. I explained to him that I had gotten the information about the safe deposit boxes from the cancelled checks and that I just wanted to verify the safe deposit boxes. I told him that we were not allowed to request financial information directly from the bank, and that we had to get authorization from the taxpayer.</p> <p>He said that they are trying to get all of the other financial information together for us as soon as possible. He asked whether they were in trouble as far as getting the documentation, and I explained that they were still within the deadline. I explained to him that I understand that it takes a long time to get this type of documentation together.</p>
04/11/1995	Kern calls Cox	<p>Rep called late in the afternoon - they are working on getting the information - They need about 10 more days - continued</p> <p>Mike Kern said that they are unable to get info from attorney Petty Brugman re: wire transfers. He said that attorney had been appointed - He said that they can get information regarding when the funds were transferred to Gil - I agreed to allow 10 more days.</p>

0000401

NARRATIVE REPORT
GILBERT P. HYATT
SS #069-30-9999
TYE 1991

3. Post Office Boxes

The taxpayer rented at least two P.O. boxes in Las Vegas. One of the boxes was forwarded to Mail Room Plus at 4012 S. Rainbow Blvd. in Las Vegas. (See w/p 3/18.1.) When we were in Las Vegas on 3/6/95, we went to the Mail Room Plus. The manager stated that the box 469 was closed and that someone else was using it. We sent a subsequent request to the U.S. Postmaster on 3/23/95, who confirmed that mail is delivered to Gilbert Hyatt at Mail Room Plus Suite (Box) 469. (See w/p 3/119.)

4. Voter Registration

Gilbert Hyatt registered to vote in Nevada on 11/27/91 and listed his address as 3225 S. Pecos Road Las Vegas, according to a letter received on 4/28/94 from the Clark County Department of Election (W/P 3/16).

On 7/13/94 auditor Felix Soriano called the Clark County Department of Election Records Department. He spoke with a woman named Shawna. He inquired whether Gilbert Hyatt actually voted in Nevada. According to their records, Gilbert Hyatt voted once in the 11/92 election. She told Felix that Gilbert Hyatt's registration affidavit showed the South Pecos Road address. On 7/5/94, Gilbert Hyatt re-registered claiming to be residing at 5441 Sandpiper Lane in Las Vegas and he was assigned to a different precinct. According to the Department of Elections employee, one must prove where he or she resides when registering or re-registering. Proof usually showing a bill address to the place or a driver's license with the same address claimed on the affidavit.

Felix called the Clark County assessor's office (702) 455-3882 to verify ownership of 5441 Sandpiper Lane Las Vegas. Evelyn of that office said that the property is in the name of Michael W. and La Don Kern since 12/14/82. Michael Kern is Gilbert Hyatt's accountant. The ownership of 5441 Sandpiper Lane in Las Vegas was verified using Lexis. Mike Kern sold this house on 10/27/94. They bought a new home at 3646 Ferndale Cove Drive in Las Vegas on 6/3/94.

PROGRESS REPORT

TAXPAYER GILBERT P. HYATT				AUDITOR F. P. FORLOND			
REPRESENTATIVE Michael Kern / Eugene Cowan				TELEPHONE NO.			
DATE	INITIALS	ACTION TAKEN				TIME	
		DATE ASSIGNED	TAX YEAR(S)	MODEL NUMBER	ESTIMATED DATE OF COMPLETION:	CURRENT HOURS	TOTAL TO DATE
		DATE SCOPE	EARLIEST STATUTE DATE	ESTIMATED HOURS TO COMPLETE AUDIT:	O	F	
7/11		<p>Field conference with EUGENE COWAN & RICHARD E. MCKENZIE. Examined contracts / licensing agreements between T/P and FORTRESS & MANUSHEIM.</p> <p>Trip to La Palra City Dept of Water Services re previous year bills to 7841. T/P OR. They will evaluate request & let me know.</p>				10	156
7/13		<p>Called Clark County Dept of Election - Records Dept - (OTKUNKA) - Check whether T/P actually voted. T/P voted once - in the 11/92 Elections. Employee there told me that the T/P's registration affidavit showed the S. Pecos Rd. address. On 7-5-94 just recently, T/P re-registered claiming to be residing in 5441 SAND PAPER LN Las Vegas, NEVADA 89102 and assigned a different precinct. According to the Dept of Election employee, one must prove where he or she resides when registering or re-registering. Proof usually showing a bill addressed to the place OR D/L with same address claimed in the affidavit. FTB 100132 The Clark</p>					

FTB 6432 (REV. 4-86)

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PROGRESS REPORT

TAXPAYER GILBERT P. HYATT	AUDITOR F. P. SORIANO
REPRESENTATIVE Michael Kern / Eugene Cowan	TELEPHONE NO.
	TELEPHONE NO.

DATE	INITIALS	ACTION TAKEN				TIME		TOTAL TO DATE
		DATE ASSIGNED	TAX YEAR(S)	MODEL NUMBER	ESTIMATED DATE OF COMPLETION:	CURRENT HOURS		
		DATE SCOPE	EARLIEST STATUTE DATE	ESTIMATED HOURS TO COMPLETE AUDIT:	O			
7/13		County Assessor's Office, (707) 455-3882, to verify ownership of 5441 Sand Paper Lane, Las Vegas, Nevada - Evelyn of this office said the property is in the name of MICHAEL W. & LA DON KERN since 12-14-82. Michael W. Kern is the T/P's Representative in this audit. QUESTION: WHAT IS T/P's HOME?				6		162
7/14		Called La Palma City Water Service - follow up prior request. Spoke w/ Employee Susan who says the request is being reviewed by the City Manager & City Attorney.				6		168
7/21		REVIEW FILE. WHERE ARE THE WORKPAPERS THAT COVERED THE AUDIT PORTIONS THAT YOU HAVE TAKEN SO FAR? I WANT YOU TO START PREPARING WORKPAPERS TO PUT YOUR FINDINGS IN WRITING. IN ADDITION TO VERIFY THE TAXPAYER'S RESIDENCY STATUS, DID YOU CONSIDER THE STATE INCOME ISSUE?						
		APPROVED HOURS TO 220.						
7/28		Rec'd letter from City of La Palma Water Service. Examined Billing Summary from 1/91 - 6/94 on T/P's La Palma home. Noted that the T/P does own the property as shown on the Summary. It appears that T/P requested that as of 11/26/91				3		171
7/29		Billing be sent to Grace Teng & mailed to T/P's P.O. Box # in Carlsbad, CA				4		175

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FTB 6432 (REV. 4-86)

FTB-100133

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17 of 36

END RECORD of Level 1 printed in FULL format.

*** THIS DATA IS FOR INFORMATION PURPOSES ONLY ***

PROPERTY TRANSFER RECORD FOR CLARK COUNTY, NV

Gr: MAYERS, JOHN E; MAYERS, LINDA L (Husband and Wife), Joint Tenancy

Gr Mailing Address: 5441 SANDPIPER LANE, LAS VEGAS, NV 89102

Gr: KERN, MICHAEL W; KERN, LA DAWN (Husband and Wife)

Grty Address: 5441 SANDPIPER LANE, LAS VEGAS, NV 89102

***** SALES INFORMATION *****

Gr Date: 10/27/1994

Graded Date: 11/2/1994

Gr Price: \$ 118,000 (Full Amount Computed From Transfer Tax)

Grty Transfer Tax: \$ 153.40

Gr Page: 541102/197

Gr Use: GRANT DEED

Grator's Parcel Number: 100-12-510-004

Gr Description: LOT: 160; BLOCK: 5; SUBDIVISION: LEWIS HOMES DESERT INN UNIT
RECORDER'S MAP REFERENCE: M21 P259

***** MORTGAGE INFORMATION *****

Gr: AMERICAN RESIDENTIAL MTG

Gr Amount: \$ 112,100

Gr: 11/1/2024

Gr Company: NEVADA TITLE COMPANY

***** PROPERTY DESCRIPTION *****

Gr Use: SINGLE FAMILY RESIDENTIAL

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1st RECORD of Level 1 printed in FULL format.

*** THIS DATA IS FOR INFORMATION PURPOSES ONLY ***

PROPERTY TRANSFER RECORD FOR CLARK COUNTY, NV

Grantee: KERN, MICHAEL W; KERN, LA DAWN (Husband and Wife), Community (Property

or Mailing Address: 3646 FERNDALE GULVE DRIVE, LAS VEGAS, NV 89129

Grantor: AMERICAN WEST HOMES INC (Company/Corporation)

Property Address: 3646 FERNDALE GULVE DRIVE, LAS VEGAS, NV 89129

***** SALES INFORMATION *****

Date: 6/3/1994

Record Date: 9/13/1994

Price: \$ 207,000 (Full Amount Computed From Transfer Tax)

Net Transfer Tax: \$ 269.10

Page: 940913/111

Deed: GRANT DEED

Parcel Number: 138-08-103-018

Description: LOT: 29; BLOCK: 19; SUBDIVISION: GOWAN FORT APACHE PHASE "D"; RECORDER'S MAP REFERENCE: M858 PG23

***** MORTGAGE INFORMATION *****

Lender: AMERICAN RESIDENTIAL MFG

Amount: \$ 185,950

Date: 10/1/2000

Company: FIRST AMERICAN TITLE COMPANY

***** PROPERTY DESCRIPTION *****

Use: SINGLE FAMILY RESIDENTIAL

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K/5

STATE OF CALIFORNIA

FRANCHISE TAX BOARD

13 N. GLENOAKS BLVD., SUITE 200

IRBANK, CA 91502-1170

EPHONE: (818) 556-2942



1/19/96

Mr. Eugene G. Cowan
c/o Riordan & McKinzie
300 S. Grand Avenue 29th Floor
Los Angeles, CA 90071

Re: FTB audit of Gilbert P. Hyatt for 1992

Dear Mr. Cowan:

Based upon the findings of the audit of Mr. Hyatt for 1991, we have decided to formally open an audit for tax year 1992. A part year return (540NR) may be required for 1992.

Based upon information obtained from the 1992 1040, Mr. Hyatt received the following Schedule C gross receipts:

Phillips	\$48,880,582
Oki	2,975,000
Hitachi	32,914,542

TOTAL	\$84,770,124
	=====

DOCUMENT REQUEST:

1. Provide documentation supporting the above Schedule C receipts, such as contracts, royalty reports, bank statements, and documentation of wire transfers, to verify when the payments were received by Mr. Hyatt.

Please send this documentation to my office by February 9, 1996.

Call me if you have any questions or if you need any additional information.

Sheila Cox
Tax Auditor

Page 1

0000407

CONFIDENTIAL

H 02333

ARA00407

AA001469

AFF

THOMAS R. C. WILSON, ESQ.
Nevada State Bar # 1568
MATTHEW C. ADDISON, ESQ.
Nevada State Bar # 4201
BRYAN R. CLARK, ESQ.
Nevada State Bar #4442
McDONALD CARANO WILSON McCUNE
BERGIN FRANKOVICH & HICKS LLP
2300 West Sahara Avenue, Suite 1000
Las Vegas, Nevada 89102
(702) 873-4100
Attorneys for Defendant

DISTRICT COURT
CLARK COUNTY, NEVADA

GILBERT P. HYATT,
Plaintiff,

Case No. : A382999
Dept. No. : XVIII
Docket No. : R

vs.

FRANCHISE TAX BOARD OF THE
STATE OF CALIFORNIA, and DOES 1-100,
inclusive

Defendants.

AFFIDAVIT OF STEVEN J. ILLIA

STATE OF CALIFORNIA }
COUNTY OF SACRAMENTO } ss.

STEVEN J. ILLIA being first duly sworn upon oath deposes and says as follows:

1. I am currently employed as an Administrator II, Program Manager by the California Franchise Tax Board (the "FTB"). I have been employed by the FTB for 17 years and in my current position for 4 years. I have served as an auditor, audit supervisor and district manager prior to my present position as the Residency Audit Program Manager. I am responsible for the Residency Audit Program and as such I am familiar with the conduct, duties and requirements of tax auditors performing residency audits as required by California Revenue and Taxation Code

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Sections 17014, 19501, and 19504. I make this affidavit in my official capacity.

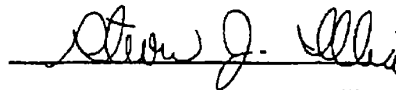
2. When a taxpayer claims a change from California residency to residency in another state the primary function of a tax auditor is to determine whether the taxpayer established significant permanent ties with the state of claimed residency, and whether significant permanent ties with California were severed on or near the asserted change of residency date. In making this analysis, it is the tax auditor's duty and responsibility to evaluate and verify the contentions of the taxpayer. 3. I have reviewed the signed affidavit of Sheila Cox concerning the Nevada activities involved in the residency audit of Gilbert P. Hyatt. The activities described by tax auditor Cox in her signed affidavit are completely consistent with a tax auditor's function during a residency audit.

4. The activities described in the Sheila Cox affidavit are fully within the course and scope of her employment as a tax auditor in the California Franchise Tax Board's Residency Audit Program.

5. I find nothing improper with the activities described in the Sheila Cox affidavit.

I hereby affirm under penalty of perjury that the assertions of this Affidavit are true.

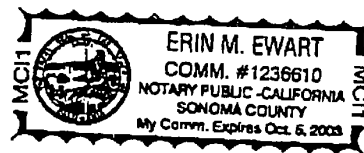
DATED this 21st day of January, 2000.


Steven J. Illia

SUBSCRIBED and SWORN to before me

this 21 day of January, 2000.


Notary Public



0000409

TOTAL P.03

ARA00409
AA001471

1 AFF
2 THOMAS R. C. WILSON, ESQ.
3 Nevada State Bar # 1568
4 MATTHEW C. ADDISON, ESQ.
5 Nevada State Bar # 4201
6 BRYAN R. CLARK, ESQ.
7 Nevada State Bar #4442
8 McDONALD CARANO WILSON McCUNE
9 BERGIN FRANKOVICH & HICKS LLP
10 2300 West Sahara Avenue, Suite 1000
11 Las Vegas, Nevada 89102
12 (702) 873-4100
13 Attorneys for Defendant

14
15 DISTRICT COURT

16 CLARK COUNTY, NEVADA

17 *****

18 GILBERT P. HYATT,
19 Plaintiff,

Case No. : A382999
Dept. No. : XVIII
Docket No. : R

20 Vs.

AFFIDAVIT OF PENELOPE BAUCHE

21 FRANCHISE TAX BOARD OF THE
22 STATE OF CALIFORNIA, and DOES 1-
23 100, inclusive

24 Defendants.

25 STATE OF CALIFORNIA)
26) ss.
27 COUNTY OF LOS ANGELES)

28 PENELOPE BAUCHE being first duly sworn upon oath deposes and says as follows:

1. I am currently employed as an Administrator I audit supervisor by the California Franchise Tax Board (the "FTB"). I have been employed by the FTB for twelve years and in my current position for four and one-half years. As part of my duties, I am regularly required to read and examine information reported on taxpayer accounts in the ordinary course of operations. I am experienced in reviewing the Notice Display File ("NDF") and the interpretation of information that the NDF system provides. I have reviewed the NDF with respect with Gilbert P. Hyatt and make this affidavit in my

0000410

1 official capacity. The following statements are based upon my personal knowledge and if called as a
2 witness, I would testify competently thereto.

3 2. The NDF is an automated database that displays information regarding Notices of Proposed
4 Assessments ("NPA") issued to taxpayers.

5 3. The NPA is a proposed assessment and not a final assessment.

6 4. For taxable year 1991, Gilbert P. Hyatt's NDF indicated that a NPA was issued on April 23,
7 1996 for additional tax in the amount of \$1,876,471 and Fraud Penalty in the amount of \$1,407,353.25
8 and mailed to Gilbert P. Hyatt and Mike Kern. (A true and correct copy of the 1991 NDF printout for
9 Gilbert P. Hyatt is attached hereto as Exhibit A.)

10 5. The 1991 NPA for Gilbert P. Hyatt was protested. (A true and correct copy of the NDF
11 NPA Selection printout for 1991 and 1992 is attached hereto as Exhibit B.)

12 6. For taxable year 1992, Gilbert P. Hyatt's NDF indicated that a NPA was issued on August 14,
13 1997 for additional tax in the amount of \$5,669,021 and Fraud Penalty in the amount of \$4,251,765.75
14 and mailed to Gilbert P. Hyatt and Mike Kern. ((A true and correct copy of the 1992 NDF printout for
15 Gilbert P. Hyatt is attached hereto as Exhibit C.)

16 7. The 1992 NPA for Gilbert P. Hyatt was protested. (A true and correct copy of the NDF
17 NPA Selection printout for 1991 and 1992 is attached hereto as Exhibit B.)

18 I hereby affirm under penalty of perjury that the assertions of this Affidavit are true.

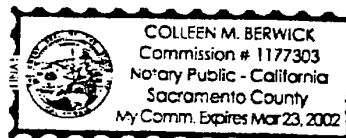
19 DATED this 6 day of January __, 2000.

20
21
22 Penelope Bauche
23 Penelope Bauche

24 SUBSCRIBED and SWORN to before me

25 this 6th day of January, 2000.

26 Colleen M Berwick
27 Notary Public
28



0000411

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
P.O. BOX 942867
SACRAMENTO, CA 94267-0041
(800) 852-2753

NOTICE OF
PROPOSED ASSESSMENT

GILBERT P HYATT
PO BX 60028
LAS VEGAS NV 89160

04/23/96
9261139901
1991
04728236
069309999HYAT
3671399CSF041901

MIKE KERN, CPA
6100 ELTON
LAS VEGAS NV 89107

INCOME AS REPORTED OR REVISED	\$ 17,727,743.00
FILING STATUS - SINGLE	
TAX - TABLE	1,945,940.00
TOTAL EXEMPTION CREDITS (AS ADJUSTED)	0.00
TOTAL TAX LIABILITY	1,945,940.00
LESS PREVIOUSLY ASSESSED	69,469.00
ADDITIONAL TAX	1,876,471.00
PENALTY: ACCURACY RELATED (FRAUD)	1,407,353.25
INTEREST TO 04/23/96	1,256,580.52
TOTAL ADDITIONAL TAX, PENALTY AND INTEREST	\$ 4,540,404.77

Section 17014 of the California Revenue and Taxation Code defines a resident as:

1. Every individual who is in this state for other than a temporary or transitory purpose; and
2. Every individual domiciled in this state who is outside the state for a temporary or transitory purpose.

Any individual who is a resident of this state continues to be a resident even though temporarily absent from the state.

CONTINUED ON PAGE 2

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Whether a taxpayer's purpose in entering or leaving California is temporary or transitory in character is essentially a question of fact to be determined by examining all the circumstances of each particular case. (Appeal of Anthony V. and Beverly Zupanovich, Cal. St. Bd. of Equal., Jan. 6, 1976.) The connections which a taxpayer maintains with this and other states are an important indication of whether his/her presence in or absence from California is temporary or transitory in character. (Appeal of Richard L. and Kathleen K. Hardman, Cal. St. Bd. of Equal., Aug. 19, 1975.) Some of the many contacts considered relevant are the maintenance of a family home, bank accounts, business relationships, voting registration, possession of a local driver's license, and ownership of real property. (Appeal of Bernard and Helen Fernandez, Cal. St. Bd. of Equal., June 2, 1971.)

We assessed the fraud penalty as provided by California Revenue and Taxation Code Section 19164(b), formerly section 18685(b). This penalty conforms to Internal Revenue Code Section 6663, which states that if any part of any underpayment of tax required to be shown on a return is due to fraud, there shall be added to the tax an amount equal to 75 percent of the portion of the underpayment which is attributable to fraud. We determined that the entire underpayment is due to fraud.

0000413

NDF - NPA SELECTION

---(TPID: 069309999)-----

NO.	TY	NPA NO.	ACT/ STAT	REVENUE TYPE	CODE	UNIT	USER	NPA AMOUNT	NPA/STAT DATE	MICROFCH DATE
001	91	9604728236	NPA PRO	RES	3671399	396	CSF	4540404.77	04/23/96	04/22/96
002	92	9704340945	NPA PRO	N/R	3671397	343	CLM	14115941.51	05/29/96 08/14/97	08/13/97 10/22/97

0000414

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
P.O. BOX 942867
SACRAMENTO, CA 94267-0041
(800) 852-2753

NOTICE OF
PROPOSED ASSESSMENT

GILBERT P HYATT
PO BX 81230
LAS VEGAS NV 89180-1230

08/14/97
0000000000
1992
04340945
069309999HYAT
3671397CLM080601

MR. EUGENE G. COWAN
RIORDAN & MCKINZIE
300 S GRAND AV 29TH
LOS ANGELES CA 90071

INCOME AS REPORTED OR REVISED		
FEDERAL ADJUSTED GROSS INCOME	84,973,440.00	\$ 0.00
ITEMIZED DEDUCTIONS ALLOWED	-58,968.00	84,914,472.00
REVISED TAXABLE INCOME		84,914,472.00
FILING STATUS - SINGLE		
TAX - TABLE		9,336,332.00
TOTAL EXEMPTION CREDITS (AS ADJUSTED)		0.00
TAX TO BE APPORTIONED		9,336,332.00
APPORTIONMENT FACTOR		0.6072
APPORTIONED TAX		5,669,021.00
TOTAL TAX LIABILITY		5,669,021.00
LESS PREVIOUSLY ASSESSED		0.00
ADDITIONAL TAX		5,669,021.00
PENALTY: FRAUDULENT FAILURE TO FILE		4,251,765.75
INTEREST TO 08/14/97		4,195,154.76
TOTAL ADDITIONAL TAX, PENALTY AND INTEREST	\$	14,115,941.51

Section 17014 of the California Revenue and Taxation Code defines a resident as:

1. Every individual who is in this state for other than a temporary or transitory purpose; and
2. Every individual domiciled in this state who is outside the state for a temporary or transitory purpose.

Any individual who is a resident of this state continues to be a resident even though temporarily absent from the state.

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0000415

GILBERT P HYATT

069309999

The term "domicile" has been defined as the one location with which for legal purposes a person is considered to have the most settled and permanent connection, the place where he/she intends to remain and to which, whenever he/she is absent, he/she has the intention of returning. (Whittell v. Franchise Tax Board, 231 Cal. App. 2d 278, 284 {41 Cal. Rptr. 673} (1964).) A person may have only one domicile at a time, (Whittell v. Franchise Tax Board, supra), and he/she retains that domicile until he/she acquires another elsewhere (In re: Marriage of Leff, 25 Cal. App. 3d 630, 642 {102 Cal. Rptr. 195} (1972). The establishment of a new domicile requires actual residence in a new place and the intention to remain there permanently or indefinitely. (Estate of Phillips, 269 Cal. App. 2d 656, 659 {75 Cal. Rptr. 301} (1969).) One's acts must give clear proof of a concurrent intention to abandon the old domicile and establish a new one. (Chapman v. Superior Court, 162 Cal. App. 2d 421, 426-427 (328 P.2d) (1958).)

Whether a taxpayer's purpose in entering or leaving California is temporary or transitory in character is essentially a question of fact to be determined by examining all the circumstances of each particular case. (Appeal of Anthony V. and Beverly Zupanovich, Cal. St. Bd. of Equal., Jan. 6, 1976.) The connections which a taxpayer maintains with this and other states are an important indication of whether his/her presence in or absence from California is temporary or transitory in character. (Appeal of Richard L. and Kathleen K. Hardman, Cal. St. Bd. of Equal., Aug. 19, 1975.) Some of the many contacts considered relevant are the maintenance of a family home, bank accounts, business relationships, voting registration, possession of a local driver's license, and ownership of real property. (Appeal of Bernard and Helen Fernandez, Cal. St. Bd. of Equal., June 2, 1971.)

We consider you to be a resident of this state through April 2, 1992 and, as such, you are taxable on income from all sources through that date.

We have no record of receiving your personal income tax return for the year listed above. We have computed your liability based on information available from employers, federal returns under authorization of Section 6103(d) of the Internal Revenue Code, or other available sources.

The fraudulent failure to file a return penalty is assessed in accordance with California Revenue and Taxation Code section 18681(d), renumbered as section 19131(d). This penalty is calculated as 75% of the underpaid tax.

See the enclosed N/R Exhibit.

ENCLOSURE(S)

0000416

McDONALD CARANO WILSON McCUNE BERGIN FRANKOVICH & HICKS LLP

ATTORNEYS AT LAW
241 RIDGE STREET • P.O. BOX 2670
RENO, NEVADA 89505-2670
(775) 788-2000 • FAX (775) 788-2020

1 **AFF**

2 **BILL LOCKYER**

3 **Attorney General**

4 **DAVID S. CHANEY**

5 **Supervising Deputy Attorney General**

6 **FELIX E. LEATHERWOOD, State Bar No. 103929**

7 **GEORGE M. TAKENOUCHI, State Bar No. 157963**

8 **Deputy Attorneys General**

9 **300 South Spring Street, Room 5212**

10 **Los Angeles, California 90013**

11 **Telephone: (213) 897-2478**

12 **Fax: (213) 897-5775**

13 **THOMAS R. C. WILSON, ESQ.**

14 **Nevada State Bar # 1568**

15 **MATTHEW C. ADDISON, ESQ.**

16 **Nevada State Bar # 4201**

17 **BRYAN R. CLARK, ESQ.**

18 **Nevada State Bar # 4442**

19 **McDONALD CARANO WILSON McCUNE**

20 **BERGIN FRANKOVICH & HICKS LLP**

21 **2300 West Sahara Avenue, Ste. 1000**

22 **Las Vegas, Nevada 89102**

23 **(702) 873-4100**

24 **Attorneys for Defendant FTB**

25 **UNITED STATES DISTRICT COURT**

26 **FOR THE DISTRICT OF NEVADA**

27 **GILBERT P. HYATT,**

28 **Plaintiff,**

29 **vs.**

30 **FRANCHISE TAX BOARD OF THE**

31 **STATE OF CALIFORNIA, and DOES**

32 **1-100, inclusive,**

33 **Defendants.**

Case No. CV-S-98-00284-HDM (LRL)

AFFIDAVIT OF

JOHN E. MAYER *JM*

34 **///**

0000417

ARA00417

AA001479

241 RIDGE STREET • P.O. BOX 2670
RENO, NEVADA 89505-2670
17751 788-2000 • FAX 17751 788-2020

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STATE OF NEVADA)
COUNTY OF CLARK) ss.

JOHN E. MAYER, being first duly sworn upon oath deposes and says as follows:

1. I reside at 5441 Sandpiper Lane, Las Vegas, Nevada.
2. My wife, Linda Mayer and I purchased the residence at 5441 Sandpiper Lane from Michael Kern and his wife in November, 1994 and have lived at that address since that time.
3. I am aware that Michael Kern is a CPA, but I am not personally acquainted with Mr. Kern.
4. I have never met Gilbert P. Hyatt and have never heard his name prior to September, 1999 when I was interviewed.
5. Neither my wife nor I have ever given permission for any other person to use our residential address at 5441 Sandpiper Lane for voter registration purposes. I am not aware that Gilbert P. Hyatt uses our address as his residential address for voter registration purposes and have never given him permission to do so.
6. Gilbert P. Hyatt does not reside at our home at 5441 Sandpiper Lane. We have never received mail for Mr. Hyatt at this address.
7. This Affidavit is made of my own personal knowledge except where stated on information and belief, and as to those matters, I believe them to be true, and, if called as a witness, I would competently testify thereto.

///
///
///
///
///
///
///

McDONALD CARANO WILSON McCUNE BERGIN FRANKOVICH & HICKS LLP

ATTORNEYS AT LAW
241 RIDGE STREET • P.O. BOX 2670
RENO, NEVADA 89505-2670
1775/ 788-2000 • FAX (775) 788-2020

1 8. I hereby affirm under penalty of perjury that the assertions of this Affidavit are
2 true.

3 DATED this 27 day of SEPT, 1999.

4
5
6 John E. Mayer
John E. Mayer

7 SUBSCRIBED and SWORN to before me

8 this 27th day of September, 1999.

9
10 Heather McCoy Snyder
11 Notary Public

12 39594



1 **DISC**
2 **BILL LOCKYER**
3 Attorney General
4 **DAVID S. CHANEY**
5 Supervising Deputy Attorney General
6 **FELIX E. LEATHERWOOD**, State Bar No. 103929
7 **GEORGE M. TAKENOUCHI**, State Bar No. 157963
8 **THOMAS G. HELLER**, State Bar No. 162561
9 Deputy Attorneys General
10 300 South Spring Street, Room 5212
11 Los Angeles, California 90013
12 Telephone: (213) 897-2478
13 Fax: (213) 897-5775

14 **THOMAS R. C. WILSON, ESQ.**
15 Nevada State Bar # 1568
16 **MATTHEW C. ADDISON, ESQ.**
17 Nevada State Bar # 4201
18 **BRYAN R. CLARK, ESQ.**
19 Nevada State Bar # 4442
20 **MCDONALD CARANO WILSON McCUNE**
21 **BERGIN FRANKOVICH & HICKS LLP**
22 2300 West Sahara Avenue, Suite 1000
23 Las Vegas, Nevada 89102
24 (702) 873-4100
25 Attorneys for Defendants

DISTRICT COURT
CLARK COUNTY, NEVADA

17 **GILBERT P. HYATT,**
18 Plaintiff,

Case No. : A382999
Dept. No. : XVIII
Docket No. : F

19 vs.

20 **FRANCHISE TAX BOARD OF THE**
21 **STATE OF CALIFORNIA, and DOES 1-**
22 **100, inclusive**

22 Defendants.

AFFIDAVIT OF
FELIX E. LEATHERWOOD

23
24 **STATE OF CALIFORNIA**)
25 **COUNTY OF LOS ANGELES**)ss.

26 **FELIX E. LEATHERWOOD** being first duly sworn upon oath deposes and says as follows:

27 1. I am employed as a Deputy Attorney General with the California Attorney General's Office,
28 and one of the attorneys for the Franchise Tax Board in this matter. I have personal knowledge of the

1 facts in this affidavit, and could testify competently to these facts if called as a witness.

2 2. Since the beginning of this case, my role in this litigation has included representation of the
3 Franchise Tax Board in connection with plaintiff Gilbert Hyatt's discovery efforts. From my work in
4 this regard, I am personally familiar with the extent and nature of the discovery efforts of Hyatt's
5 lawyers.

6 3. To date, Mr. Hyatt's lawyers have deposed a total of 24 witnesses in this case, most of whom
7 are or were Franchise Tax Board employees. These depositions have involved over 315 hours of
8 deposition time.

9 4. The transcripts of the depositions that Mr. Hyatt's lawyers have taken in this case to date total
10 more than 11,000 pages, including one transcript that is approximately 2,400 pages.

11 5. Mr. Hyatt's lawyers have propounded 5 sets of requests for production of documents to the
12 Franchise Tax Board to date, which included a total of 329 individual requests for production of
13 documents, based on a review of Hyatt's discovery pleadings that I directed.

14 6. Mr. Hyatt's lawyers have made over 340 individual written requests for production of
15 documents to deposed witnesses to date, over and above the document requests directed to the Franchise
16 Tax Board, based on a review of Hyatt's discovery responses that I directed. Mr. Hyatt's lawyers have
17 also made dozens of additional document requests on the record at depositions.

18 7. The Franchise Tax Board has produced approximately 17,514 pages of documents to date
19 in response to the many document demands of Mr. Hyatt's lawyers, based on a review of the FTB's
20 produced documents that I directed.

21 8. Attached as Exhibit 1 is a true and correct copy of an excerpt from Hyatt's deposition of
22 Mark Shayer, a former Franchise Tax Board auditor, concerning the manner in which the Mr. Hyatt's
23 1991 California tax return became the subject of Franchise Tax Board scrutiny.

24 9. Mr. Hyatt's lawyers have not limited their discovery to the Franchise Tax Board's Nevada
25 acts. In fact, very little of the discovery of Mr. Hyatt's lawyers concerns the Franchise Tax Board's
26 Nevada acts, and Mr. Hyatt's lawyers have expressly stated their belief that the bases of the FTB's
27 alleged liability are "not limited to what happened in the State of Nevada." Attached as Exhibit 2 is a
28 true and correct excerpt of a Discovery Commissioner hearing transcript containing this statement.

1 10. My role in this litigation has also included representation of the Franchise Tax Board in
2 connection with its efforts to gather information to help defend against Mr. Hyatt's claims.

3 11. In connection with the Franchise Tax Board's efforts to defend this litigation, the Franchise
4 Tax Board has interviewed and obtained documents from Darlene Beer, a former California notary that
5 Mr. Hyatt has used. Attached as Exhibit 3 is a true and correct excerpt from what Ms. Beer identified
6 as her notary log.

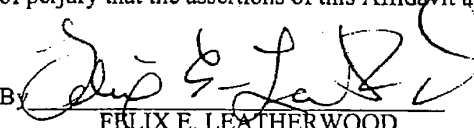
7 12. Attached as Exhibit 4 are true and correct copies of the voter registration application form
8 for Mr. Hyatt and the Precinct Register for November 3, 1998 and November 8, 1998 that were recently
9 provided by the Clark County Election Department to the Franchise Tax Board's representative.

10 13. Attached as Exhibit 5 are true and correct copies of pleadings and papers that are publicly
11 available in the California divorce case Hyatt v. Hyatt, Case No. NWD 55911, which involved Mr.
12 Hyatt.

13 14. Attached as Exhibit 6 is a true and correct copy of a picture of Mr. Hyatt's claimed Nevada
14 home that appears on a video that the Franchise Tax Board obtained of a nationally televised segment
15 of Hard Copy that aired on June 14, 1993.

16 15. Attached as Exhibit 7 are true and correct copies of pleadings and papers that are publically
17 available in the California probate case of Anna Haber Hyatt, Case No. A-145624, which reflects that
18 Gilbert Hyatt publicly disclosed his social security number.

19 I hereby affirm under penalty of perjury that the assertions of this Affidavit are true.

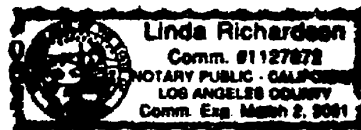
20
21 By 
22 FELIX E. LEATHERWOOD

23 SUBSCRIBED and SWORN to before me

24 this 26th day of January, 2000.

25 , Notary Public.

26 43684



27
28 0000422

10:42 1 if in fact they really have moved.

10:42 2 Q. One thing I'd like to remind you on
10:42 3 the record has to do with audible responses. I think
10:42 4 I mentioned to you off the record that your prior
10:43 5 transcript shows a few answers "uh-huh."

10:43 6 A. Uh-huh.

10:43 7 Q. Which is --

10:43 8 A. Yes, I just noticed I did it now.

10:43 9 Q. Thank you very much, and if I put my
10:43 10 hand to my ear that will be saying that I either
10:43 11 can't hear you or I'd like you to give an audible
10:43 12 response.

10:43 13 A. Okay.

10:43 14 Q. What I'd like you to do before we go
10:43 15 much further is talk about something that came up
10:43 16 last time. You recalled triggering the auditor --
10:43 17 the thing that triggered the audit being a Daily News
10:43 18 article about Gil Hyatt?

10:43 19 MR. WILSON: Same objection.

10:43 20 THE WITNESS: Yes.

10:43 21 BY MR. BOURKE:

10:43 22 Q. And we looked all through all those
10:43 23 articles that are in the 1991 audit file for Gil
10:44 24 Hyatt and we couldn't find the Daily News article.
10:44 25 Do you remember spending quite a bit of time doing

331

G & G COURT REPORTERS

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ARA00423
AA001485

10:44 1 that?

10:44 2 A. Yes.

10:44 3 Q. I have been able to locate what I

10:44 4 think is that article. Let me not put any words in

10:44 5 your mouth. I'd like to show you what our court

10:44 6 reporter has marked as Exhibit 251. Could you look

10:44 7 at that, please?

10:44 8 MR. BOURKE: Do you have a copy of that,

10:44 9 Counsel?

10:44 10 MR. WILSON: Yes, I do.

10:44 11 THE WITNESS: I have the original.

10:44 12 BY MR. BOURKE:

10:44 13 Q. Is this Daily News article dated June

10:44 14 2nd, 1993 the article that triggered the Gil Hyatt

10:44 15 audit?

10:44 16 MR. WILSON: Same objection.

10:44 17 THE WITNESS: It appears to be.

10:44 18 BY MR. BOURKE:

10:44 19 Q. Now, would you just read the very

10:44 20 first two lines, it says, "A judge rejected on

10:45 21 Tuesday claims by the ex-wife of microprocessor

10:45 22 inventor Gilbert Hyatt." Do you see that?

10:45 23 A. Yes.

10:45 24 Q. Having read that does that make you

10:45 25 believe that it's more probable than not that this is

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G & G COURT REPORTERS

0000424

Serving the San Fernando
and Neighboring Valleys

Daily News

RIGHT 1993, DAILY NEWS

WEDNESDAY, JUNE 2, 1993

0000425

PLF ☒ DEFT
Exhibit 251
Date 10-1-99
Witness Shasta Vol. 2
Jean F. Holiday

DAILY NEWS / WEDNESDAY, JUNE 2, 1993 / NEWS — 3

SAN FERNANDO VALLEY

Millionaire inventor's ex-wife loses suit

Judge says woman signed away rights to windfall from microprocessor in 1976 divorce

By Anne Burke
Daily News Staff Writer

VAN NUYS — A judge rejected on Tuesday claims by the ex-wife of microprocessor inventor Gilbert Hyatt that she deserves part of her ex-husband's multimillion-dollar earnings on computer patents.

Van Nuys Superior Court Judge Robert Lettress said Priscilla "Ruth" Hyatt Maystead signed away her rights to her ex-husband's windfall when she put her name on a divorce decree 17 years ago.

"This just isn't going to work," Lettress told Maystead's attorney, Neal Raymond Hersh of Los Angeles. "I see a litigant who decides she wants a piece of the action. It's the common driving the train."

Hersh said he is considering whether to appeal the ruling.

Maystead, 53, filed a lawsuit in November 1992, seeking to set aside the couple's divorce settlement, a year after learning that her former husband stood to make a great deal of money from computer-related patents.

Hyatt won the patent for the single-chip microprocessor — described as the "brain" behind the personal computer and millions of other products — in July 1991.

Hersh argued in court that Maystead had been cheated out of her share of the microprocessor fortune by her husband and his attorneys and that they fraudulently claimed during divorce proceedings that the patents were worth about as much

as the equity on the couple's home — \$15,000 to \$30,000.

"This lady was deceived her day in court," said Hersh, tilting his head in the direction of Maystead, who sat in the rear of the courtroom.

Hyatt, who lives in Las Vegas, has denied in court documents that he defrauded his ex-wife and claimed she merely has been trying to capitalize on his good fortune.

But Maystead, fighting back tears outside court, said she was under severe emotional trauma when she signed the settlement because she had been physically abused by her husband and romantically involved with her attorney at the time, Robert Gibbs.

"I'm very disappointed," Maystead said after the judge's ruling.

The judge "doesn't understand abuse. If you're abused, you're abused. You can't fight back effectively."

Hyatt has denied that he abused his ex-wife.

Maystead said she signed the 1976 agreement, which gave her the couple's Northridge house and other assets, because she was worried about supporting herself and the couple's children.

Maystead also contended she was tricked into signing the divorce agreement because her husband's attorneys told her it would free her from a debt she later found never existed.

Lettress dismissed Hersh's contention that Maystead wasn't sci-

tifically savvy enough to know if the patents one day could produce a windfall.

"I think she knowingly entered into this agreement," Lettress said.

Hyatt has been tight-lipped about the amount of royalties he earns on the microprocessor and other computer-related inventions. But industry analysts have estimated that they could be worth hundreds of millions of dollars.

Hyatt has claimed that he spent the better part of 17 years trying to get his patent applications granted. He said his ex-wife made clear during divorce negotiations that she didn't want to be involved in that pursuit.

AA001487

ARA00425

1 CASE NO. 98-A382999

2 DEPARTMENT XVIII

3

4 DISTRICT COURT

5 CLARK COUNTY, NEVADA

6

7 GILBERT P. HYATT,)

8 Plaintiff,)

9 vs.)

10 FRANCHISE TAX BOARD OF)
THE STATE OF CALIFORNIA,)

11 Defendants.)
12)

13

14

15 BEFORE THOMAS A. BIGGAR, DISCOVERY COMMISSIONER

16 WEDNESDAY, AUGUST 11, 1999
10:30 a.m.

17

18

APPEARANCES:

19

For the Plaintiff: MARK A. HUTCHINSON, ESQ.

20

21 For the Defendant: JAMES W. BRADSHAW, ESQ.
FELIX LEATHERWOOD, ESQ.

22

23

24

25 Reported by: Christa Broka, CCR #574

ALL-AMERICAN COURT REPORTERS
(702) 240-4393

0000426

1 this action is not about any events that occurred
2 in California. This action is about events that
3 occurred in Nevada. That's precisely one of the
4 big issues that we're trying to test here is, in
5 fact, does this lawsuit extend into actions that
6 only occurred in the State of California. Because
7 a big part of our defense here is very frankly
8 Mr. Hyatt has more than adequate remedies within
9 the State of California to contest any decision.

10 If we committed any tortes there in
11 enforcing our tax laws in the State of California,
12 Mr. Hyatt has remedies in the State of California.

13 COMMISSIONER BIGGAR: All right,
14 Mr. Leatherwood.

15 Mr. Hutchinson, now can you point to
16 something -- does your complaint limit itself to
17 tortes in Nevada?

18 MR. HUTCHINSON: Your Honor, I can't
19 point to anything in my complaint that just limits
20 us to the State of Nevada. We have alleged torts
21 in general for fraud, invasion of privacy, abuse of
22 process, those types of things. And we're not
23 limited to what happened in the State of Nevada.
24 Let me give you the best analogy I can, Your Honor,
25 that it happens all the time with a bad faith

ALL-AMERICAN COURT REPORTERS
(702) 240-4393

0000427

1 insurance tort claim. Now, oftentimes is that
2 something is alleged in a Nevada court and it's
3 alleged to be a Nevada tort and it's tried in
4 Nevada, but that doesn't preclude a plaintiff from
5 obtaining policies, procedures, manuals,
6 interviewing or deposing a high level insurance
7 executive that may reside in Delaware. In fact,
8 most of those procedures and policies conducted may
9 actually have occurred in Delaware that resulted in
10 an insurance bad faith claim and that's my analogy.
11 That's what we've alleged here.

12 COMMISSIONER BIGGAR: Let's go over the
13 individual requests here and let's try and dispose
14 of this thing. I'm looking at the -- I guess, it
15 would be the plaintiff's requests as they are
16 individualized beginning on page --

17 MR. HUTCHINSON: Page 7 on the motion,
18 Your Honor.

19 COMMISSIONER BIGGAR: Yes, beginning on
20 page 7. Now, the requests that are numbered, I
21 will designate them as opposed to the numbering
22 that's done in the motion. I will address them as
23 requests, the numbered requests. All right?

24 MR. HUTCHINSON: All right.

25 COMMISSIONER BIGGAR: Request No. 1 for

ALL-AMERICAN COURT REPORTERS
(702) 240-4393

0000428

37	Act: Mo/Day/Yr/Time	Act: Time in 1/2 hr			
1	9/22/91	Act	9/22/91	Assignment Act & Act	Sept 22/91
2	9/22/91	Act	9/22/91	Assignment Act & Act	Sept 22/91
3	9/24/91	Act	9/24/91	Assignment Act & Act	Sept 24/91
4	9/24/91	Act	9/24/91	Assignment Act & Act	Sept 24/91
5	9/25/91	Act	9/25/91	Assignment Act & Act	Sept 25/91
6	9/27/91	Act	9/27/91	Assignment Act & Act	Sept 27/91
7	10/2/91	Act	10/2/91	Assignment Act & Act	Oct 2/91
8	10/2/91	Act	10/2/91	Assignment Act & Act	Oct 2/91
9	10/2/91	Act	10/2/91	Assignment Act & Act	Oct 2/91
10	10/2/91	Act	10/2/91	Assignment Act & Act	Oct 2/91
11	10/2/91	Act	10/2/91	Assignment Act & Act	Oct 2/91
12	10/2/91	Act	10/2/91	Assignment Act & Act	Oct 2/91
13	10/2/91	Act	10/2/91	Assignment Act & Act	Oct 2/91
14	10/2/91	Act	10/2/91	Assignment Act & Act	Oct 2/91
15	10/2/91	Act	10/2/91	Assignment Act & Act	Oct 2/91
16	10/2/91	Act	10/2/91	Assignment Act & Act	Oct 2/91
17	10/2/91	Act	10/2/91	Assignment Act & Act	Oct 2/91
18	10/2/91	Act	10/2/91	Assignment Act & Act	Oct 2/91

FTB13948

17

Act: Mo/Day/Yr/Time

Act: AMU ut type

1	5/20/93	Acknowledgment	5/20/93	Grant, T. Lawrence	Richard Deering
				Process	
2	5/20/93	Acknowledgment	5/20/93	Application of Kelly	Richard Deering
				acknowledgment, copy	Yvonne C. Spencer
				acknowledgment	
3	6/9/93	Acknowledgment	6/9/93	Just Claim Ack	E. Anne K. Mayo
4	6/10/93	Acknowledgment	6/10/93	Just Claim Ack	George H. Mayo
5	6/10/93	Acknowledgment	6/10/93	Just Claim Ack	William D. Mayo
6	6/11/93	Acknowledgment	6/11/93	Grant, T. Lawrence	William D. Mayo
				Attorney	
7	6/15/93	Acknowledgment	6/15/93	Application of	Deering in Stone
				Deering in Stone	
				Deering in Stone	
8	6/17/93	Acknowledgment	6/17/93	Deering in Stone	Deering in Stone
				Deering in Stone	

FTB13949

AA001492

Mail-In Voter Registration Application

State of Nevada

To register to vote in Nevada, you must:

- be a citizen of the United States
- be at least 18 years old on the date of the next ensuing election
- have continuously resided in the State of Nevada, in your county, at least 30 days and in your precinct at least 10 days before the next ensuing election
- not currently be laboring under any felony conviction or other loss of civil rights

Your application **CANNOT** be processed:

- unless it is complete: you are not registered to vote until all of the information required by the application has been provided to the county clerk
- without a: social security number, Nevada driver's license number, or I.D. card number (#7)

Important!

- you may NOT list business addresses as your residence unless you actually reside there (#3)

★ ★ OFFICE USE ONLY ★ ★

CANCELLED

- ☐ failed to vote
- ☐ change politics
- ☐ other
- ☐ death
- ☐ change address
- ☐ change name

Precinct Code

WIN025

CLERK COUNTY

USE PEN - PLEASE PRINT CLEARLY - BLACK INK PREFERRED

1 Reason(s) for registration: <input type="checkbox"/> new registration <input checked="" type="checkbox"/> address change <input checked="" type="checkbox"/> party change <input type="checkbox"/> name change							
2 Mr. Mrs. Miss Ms. GILBERT		Middle Name PETER		Last Name HYATT		Jr. Sr. II III IV	
3 Nevada Address Where You Live (not a post office box) 5491 SANDPIPER LA				Apt./Space #		City LAS VEGAS, NV Zip Code 89102	
4 Address Where You Get Your Mail (if different from #3) P.O. BOX 81230				City LAS VEGAS, NV		Zip Code 89180	
5 Birth Date (mo/day/yr) 3/26/38		6 Place of Birth (state or country) NY, NY, USA		7 Social Security, Nevada Driver's Lic. or Identification Card No. (required) 069-30-9999		8 Telephone No. (optional) 702-871-9595	
9 Party Registration - check one box (required) <div> <input checked="" type="checkbox"/> Democratic <input type="checkbox"/> Republican <input type="checkbox"/> Independent American <input type="checkbox"/> Libertarian <input type="checkbox"/> Natural Law <input type="checkbox"/> Populist <input type="checkbox"/> Nonpartisan (no party) <input type="checkbox"/> Other (write on line below) </div>				11 Voter Declaration: <p>READ THIS STATEMENT AND WARNING PRIOR TO SIGNING</p> <p>I do solemnly swear or affirm under penalty of perjury that:</p> <ul style="list-style-type: none"> • I am a citizen of the United States and, • on the date of the next ensuing election I will have attained the age of 18 years and, • I will have continuously resided in the State of Nevada, in my county at least 30 days and in my precinct at least 10 days before the next ensuing election. <p>I further swear or affirm under penalty of perjury that:</p> <ul style="list-style-type: none"> • the present address I listed herein is my sole legal place of residence and that I claim no other place as my legal residence. <p>I further swear or affirm that I am not now laboring under any felony conviction or other loss of civil rights which would make it unlawful for me to vote.</p> <p>WARNING</p> <p>Willingly giving a false answer to any question on this application is a felony and a civil penalty of up to a \$20,000 fine!</p> <p>SIGNATURE - Sign beside the "►" below:</p> <p>► <i>C. Gilbert P. Hyatt</i> 7/3/94</p>			
10 Name and Address on Your Last Voter Registration: <div> GILBERT PETER HYATT First Name Last Name PO BOX 60028 Street No. LAS VEGAS NV 89160-0028 City State Zip </div>							
12 Name, Mailing Address & Signature of Person Who Assisted You With the Application:						7/5/94 XV 35450	
Name (print) _____ Signature _____							
Street No. _____ City _____ State _____							

Prescribed by Sec'y of State • NRS 293.524 • EL302 (Rev. 10/93)

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE

JUN 21 1999

0000431

EXHIBIT

Amal L. Lomax

ARA00431
AA001493

PRECINCT REGISTER

FOR THE

GENERAL ELECTION

HELD IN

CLARK COUNTY, NEVADA

ON THE

8TH DAY OF NOVEMBER, 1994

PRECINCT WIN025

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE

JUL 27 1999

Arnold L. Lewis
REGISTERAR

0000432

NAME OF PRECINCT: WINCHESTER	PRECINCT NUMBER: 025	SIGNATURE	COMBINED POLL BOOK, ROSTER AND CHECK LIST	FIGURE 73 BALLOT #
I CERTIFY THE ABOVE FACTS AND TRU Henry Lee Lee		Henry Lee Lee	HUNTER, GARY LEE 5876 DARBY AV Serial: MH01647	541 263
James D. Darby		James D. Darby	HUNTER, GLORIA JEANENE 5876 DARBY AV Serial: AA12365	541 353
Charlotte P. Hyatt		Charlotte P. Hyatt	HYATT, GILBERT PETER 5441 SANDPPER LA Serial: XY35450	541 317
Theresa A. Hyatt		Theresa A. Hyatt	INGLE, H KETH 3145 DUNEVILLE ST Serial: AB46694	541 204
MAIL BALLOT REQUESTED			INGLE, LYNNE C 3145 DUNEVILLE ST Serial: AB46693	
Jacqueline A. Darby		Jacqueline A. Darby	JACOB, LINDA ANN 3139 TONYRAM CI Serial: MT00525	541 516
INACTIVE			JACOBY, RUSSELL ANTHONY JR 4977 VIVALDI DR Serial: XB92672	
Jacqueline M. Darby		Jacqueline M. Darby	JACQUEMOUD, JACQUELYN 4928 VIVALDI DR Serial: NA50829	541 286
JACQUELYN M. DARBY		JACQUELYN M. DARBY	JAFFEY, ROSE MAZZA 4944 VIVALDI DR Serial: MT00816	541 417
JACQUELYN M. DARBY		JACQUELYN M. DARBY	JAVIER, IRENE FALEK 5736 W DESERT INN RD Serial: AB29062	541 423
JAVIER, NAPOLEON		JAVIER, NAPOLEON	JAVIER, NAPOLEON 5736 W DESERT INN RD Serial: AB29061	541 424

TOTAL NUMBER OF SIGNATURES ON THIS PAGE 9 HUNTER, GARY LEE JAVIER, NAPOLEON

PRECINCT REGISTER

FOR THE

GENERAL ELECTION

HELD IN

CLARK COUNTY, NEVADA

ON THE

3RD DAY OF NOVEMBER, 1998

PRECINCT/DISTRICT

6048

0000434

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE

JUL 27 1999

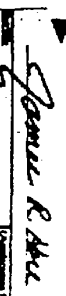


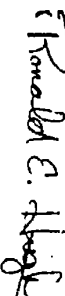
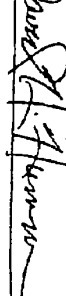


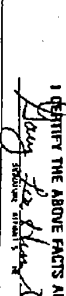

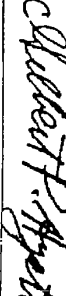
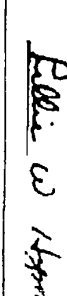
Harold L. Lewis
REGISTRAR

PRECINCT NUMBER: 6048

COMBINED POLL BOOK/ROSTER

NAME AND ADDRESS

Page 25
RECEIPT #

JAMES R. HSIE		JAMES R. HSIE		JAMES R. HSIE		JAMES R. HSIE	
JAMES R. HSIE		JAMES R. HSIE		JAMES R. HSIE		JAMES R. HSIE	
JAMES R. HSIE		JAMES R. HSIE		JAMES R. HSIE		JAMES R. HSIE	
	James R. Hsie	HSIE, JAMES ROBERT 3206 MOUNTAIN SPRING RD Reg #: 0442158	438 496				
	Margaret Potee Hsie	HSIE, MARGARET POTE 3206 MOUNTAIN SPRING RD Reg #: 0447186	438 459				
	Lisa Hughes	HUGHES, LISA MICHELLE 5414 SANDPIPER LA Reg #: 0147748					
	Ronald E. Hughes	HUGHES, RONALD EDWARD 5414 SANDPIPER LA Reg #: 0147846					
	David H. Humm	HUMM, DAVID H 5118 GOLDEN ROD CI Reg #: 0153051					
	J Lynn Humphreys	HUMPHREYS, J LYNN 3226 MOUNTAIN SPRING RD Reg #: 0156013					
	Matt Hunt	HUNT, MATTHEW ROBERT 5203 GOLDEN SPRING AV Reg #: 0144673					
	Gary Lee Hunter	HUNTER, GARY LEE 5876 DARBY AV Reg #: 0157840	438 472				
	Gloria Jeanene Hunter	HUNTER, GLORIA JEANENE 5876 DARBY AV Reg #: 0157844					
	Gilbert P. Hyatt	HYATT, GILBERT PETER 5441 SANDPIPER LA Reg #: 0167326	438 537				
	Lillie W. Hyman	HYMAN, LILLIE W 3175 ANACAPA WY Reg #: 0167477	438 546				

0000435

PART 1. PROPERTY STATEMENT

☐ There is no property subject to disposition by the court in this proceeding.

☐ All property otherwise subject to disposition by the court in this proceeding has been disposed of by written agreement of the parties.

☐ The following described property is subject to disposition by the court in this proceeding:

Asset/Obligation	Value of asset	Amount of obligation
Deeding house - 11101 Amigo Ave., Northridge, CA	48,000.	23,700.
Digital Electronics Corp. (close corp. of husband and wife)		
6 computer systems and parts	unk.	-0-
Patents - per attached list	unk.	2,000
Furniture & appliances	2,000.	-0-
1963 Chevrolet, Lic. # KIE618 - 2 dr.	100.	-0-
1967 Chevrolet, Lic. # UDE767 - 4 dr.	500.	-0-
Uncashed checks held by husband for services rendered - use list attached		
20 shares Teledyn stock	450.	-0-

☐ The following described separate property is subject to confirmation by the court in this proceeding:

Asset/Obligation	Value of asset	Amount of obligation
------------------	----------------	----------------------

0000437

GERARD E. TRAUBER, ESQ.
100 South BURNSIDE, AL
LOS ANGELES, CALIFORNIA

RESPONDENT
Answer(s) to PETITION

FILED

SEP 8 1975

CLARENCE E. CABELL, County Clerk

BY F. BREITNER, DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

In re the marriage of

Petitioner: PRISCILLA L. HYATT

and

Respondent: GILBERT D. HYATT

CASE NUMBER

☐ PETITIONER'S ☒ RESPONDENT'S

FINANCIAL DECLARATION

Husband: GILBERT D. HYATT Dated

Age 37 Social Security No. 069-30-9999

Occupation: CONSULTANT
(ENGINEERING)

Wife: PRISCILLA L. HYATT

Age 35 Social Security No. 548-56-7142

Occupation: FULL TIME COMMERCIAL
ARTIST and PROMOTER

PART A: INCOME AND EXPENSE STATEMENT

(a) Gross monthly income from:

Salary and wages (including commissions, bonuses and overtime) payable

(monthly/weekly/etc.)

Pensions and retirement

Social Security

Disability and unemployment insurance

Public assistance (welfare, AFDC payments, etc.)

Child/spousal support re prior marriage

Dividends and interest

Rents

All other sources (Specify)

Total monthly income

(b) Itemize deductions from gross income

Income taxes (state and federal)

Social security

Unemployment insurance

Medical or other insurance

Union or other dues

Prepayment of pension fund

Other

Husband

Wife

\$

\$

\$

\$

\$

\$

0000428

PART B. PROPERTY STATEMENT

- ☐ There is no property subject to disposition by the court in this proceeding.
- ☐ All property otherwise subject to disposition by the court in this proceeding has been disposed of by written agreement of the parties or oral stipulation made in open court.
- ☒ The following described property is subject to disposition by the court in this proceeding:

Asset/Obligation	Value of asset	Amount of obligation
Dwelling 11501 AMIGO Ave NORTH RIDGE	\$ 60,000 ⁰⁰	\$ 23,000 ⁰⁰
Business (Computer system 57 Patents, applications and patents Liabilities, & Patent Attorneys)	\$ 15,000 ⁰⁰	\$ (30,000 ⁰⁰)
Household effects	unknown	none
20 Common Stock Telecom stock	200 ⁰⁰	none
1963 Chevrolet 4 cyl 4 IE 618	30 ⁰⁰	none
1967 Buick Wildcat 767	100 ⁰⁰	none
World Savings & Loan	19,000 ⁰⁰	none
Cash (held by Reckoner)	5,000 ⁰⁰	none
Gifts (Adair & Murphy & supplies)	17,000 ⁰⁰	

- ☐ The following described separate property is subject to confirmation by the court in this proceeding:

Asset/Obligation	Value of asset	Amount of obligation
	\$	\$

None

0000439

Name, Address and Telephone No. of Attorney(s)
ROBERT S. GIBBS, ESQ.
15760 Ventura Blvd., St. 700
Encino, California 91436
986-1950

Space Reserved for Use of Court Clerk Only
FILED
AUG 25 1975
MICHAEL L. LUCILL, County Clerk
J. Campbell
BY G. CAMPBELL, DEPUTY

Attorney(s) for Petitioner

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

In re the marriage of

CASE NUMBER NWD 55911

Petitioner, PRISCILLA L. HYATT

☒ PETITIONER'S ☐ RESPONDENT'S

and

Respondent, GILBERT P. HYATT

FINANCIAL DECLARATION

Husband, Gilbert P. Hyatt
Age: 37 Social Security No.: 069-30-9999
Occupation: Engineer

Dated:

Wife, Priscilla L. Hyatt
Age: 35 Social Security No.: 548-56-7142
Occupation: Housewife- part time artist

PART A. INCOME AND EXPENSE STATEMENT

(a) Gross monthly income from:

Salary and wages (including commissions, bonuses and overtime) payable

Husband	Wife
\$ 3,000.	\$ 500.

Interest on bonds, notes, etc.

Pensions and retirement

Social security

Disability and unemployment insurance

Public assistance (welfare, AFDC payments, etc.)

Child/spousal support re prior marriage

Dividends and interest

Rents

All other sources (Specify)

Total monthly income

\$ 3,000.	\$ 500.
-----------	---------

(b) Itemize deductions from gross income:

Income taxes (state and federal)

Social security

Unemployment insurance

Medical or other insurance

Union or other dues

Retirement or pension fund

Savings plan

Other (Specify) Business expenses, materials, supplies, commissions paid, exhibit fees, travel expenses

Total deductions

unkn.	300.
-------	------

\$	\$ 300.
----	---------

(c) Net monthly income

\$ 3,000.	\$ 200.
-----------	---------

0000440

1285.50

PART 1. PROPERTY STATEMENT

☐ There is no property to be disposed of by the court in this proceeding.

☐ All property otherwise subject to disposition by the court in this proceeding has been disposed of by written agreement of the parties or disposition made in open court.

☒ The following described property is subject to disposition by the court in this proceeding:

Asset/Obligation	Value of asset	Amount of obligation
Dwelling house - 11101 Amigo Ave., Northridge, CA	48,000.	23,700.
Digital Mutronics Corp. (close corp. of husband and wife)		
6 computer systems and parts	unk.	-0-
Patents - per attached list	unk.	2,000
Furniture & appliances	2,000.	-0-
1963 Chevrolet, Lic. # KIE618 - 2 dr.	100.	-0-
1967 Chevrolet, Lic. # UDE767 - 4 dr.	500.	-0-
Uncashed checks held by husband for services rendered - use list attached		
20 shares Teledyn stock	450.	-0-

☐ The following described separate property is subject to confirmation by the court in this proceeding:

Asset/Obligation	Value of asset	Amount of obligation
	\$	\$

ROBERT W. KING

0000441

GERARD E. TRAQUER, Esq.
1000 South BURNSIDE, Ac
LOS ANGELES, CALIFORNIA
Respondent

FILED

SEP 8 - 1975

CLARENCE E. DUELL, County Clerk

BY F. BREITNER, DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

In re the marriage of

CASE NUMBER

Petitioner: PRISCILLA L. HYATT

☐ PETITIONER'S ☒ RESPONDENT'S

FINANCIAL DECLARATION

Respondent: GILBERT D. HYATT

Husband: GILBERT D. HYATT, Dated: PRISCILLA L. HYATT
Age 35 Social Security No. 548-56-7142
Occupation: CONSULTANT (ENGINEERING) ARTIST and PROMOTER
Wife: PRISCILLA L. HYATT
Age 35 Social Security No. 548-56-7142
Occupation: FULL TIME COMMERCIAL

PART A: INCOME AND EXPENSE STATEMENT

(a) Gross monthly income from:

Salary and wages (including commissions, bonuses and overtime) payable

(month/month/year)

Pensions and retirement

Social Security

Disability and unemployment insurance

Public assistance (welfare, AFDC, etc.)

Child/spousal support re prior marriage

Dividends and interest

Rents

All other sources (Specify)

Total monthly income

(b) Itemize deductions from gross income

Income taxes (state and federal)

Social Security

Unemployment insurance

Medical or other insurance

Union or other dues

Treatment or counseling

Other (Specify)

Husband

Wife

unknown

0000442

PART 2. PROPERTY STATEMENT

- ☐ There is no property subject to disposition by the court in this proceeding.
- ☐ All property otherwise subject to disposition by the court in this proceeding has been disposed of by written agreement of the parties or oral stipulation made in open court.
- ☒ The following described property is subject to disposition by the court in this proceeding:

Asset/Obligation	Value of asset	Amount of obligation
Dwelling 11101 AMICO Ave. NORTHRIDGE	60,000 ⁰⁰	23,000 ⁰⁰
Computer system		
37 Patents, applications and potential liabilities & Patent Attorneys	15,000 ⁰⁰	(30,000 ⁰⁰)
Household effects	unknown	none
20 Canon Stereo Telephoto Slides	200 ⁰⁰	none
1963 Chevrolet Lic. # AIE 618	50 ⁰⁰	none
1967 Buick Wildcat Lic. # UDE 767	100 ⁰⁰	none
Wardrobe & Linen	19,000 ⁰⁰	none
Car (held by Retitioner)	5,000 ⁰⁰	none
Patents (Patent help & supplies)	17,000 ⁰⁰	

- ☐ The following described separate property is subject to confirmation by the court in this proceeding:

Asset/Obligation	Value of asset	Amount of obligation
	\$	\$

None

0000443

10

ATTORNEY FOR PARTY WITHOUT ATTORNEY (Fees and Costs) NEAL RAYMOND HERSH, ESQ. LAW OFFICES OF NEAL RAYMOND HERSH 9100 WILSHIRE BLVD. SUITE 852 WEST TOWER BEVERLY HILLS, CA 90212 TELEPHONE NO.: (310) 550-7396		FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">FILED</div> <div style="font-size: 1.2em; margin: 5px 0;">SEP 25 1992</div> <div style="font-size: 0.8em; margin: 5px 0;">JANILYN M. BAKER CLERK</div> <div style="font-size: 0.8em; margin: 5px 0;">RYL. ROMERO, DEPUTY</div>
PETITIONER SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 6230 SYLMAR AVENUE MAILING ADDRESS: SAME CITY AND ZIP CODE: VAN NUYS, CA 91401 JUDICIAL DISTRICT: NORTHWEST DISTRICT		CASE NUMBER <div style="font-size: 1.2em; margin-top: 10px;">NWD 55911</div>
PLAINTIFF: PRISCILLA MAYSTEAD aka PRISCILLA L. HYATT DEFENDANT: GILBERT P. HYATT		
NOTICE OF MOTION <input type="checkbox"/> MODIFICATION <input type="checkbox"/> Child Custody <input type="checkbox"/> Visitation <input type="checkbox"/> Injunctive Order <input type="checkbox"/> Child Support <input type="checkbox"/> Spousal Support <input checked="" type="checkbox"/> Other (specify): <input type="checkbox"/> Attorney Fees and Costs TO SET VACATE JUDGMENT AND MARITAL SETTLEMENT AGREEMENT		

1. TO (name) RESPONDENT, GILBERT P. HYATT
2. A hearing on this motion for the relief requested in the attached application will be held as follows
 If child custody or visitation is an issue in this proceeding, Civil Code section 4607 requires mediation before or concurrently with the hearing below

a. date 11/16/92 time 11:00 AM in ☐ dept. 5 ☐ rm.

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

3. Supporting attachments

- a. ☒ Completed Application for Order and Supporting Declaration and a blank Responsive Declaration
- b. ☐ Completed Income and Expense Declaration and a blank Income and Expense Declaration
- c. ☐ Completed Property Declaration and a blank Property Declaration

d. ☒ Points and authorities

e. ☒ Other (specify): **DECLARATION OF PRISCILLA MAYSTEAD (aka) HYATT**

(TYPE OR PRINT NAME)

Neal Raymond Hersh
 (SIGNATURE)

ORDER SHORTENING TIME

4. ☐ Time for ☐ service ☐ hearing is shortened. Service shall be on or before (date):

Date

JUDGE OF THE SUPERIOR COURT

Notice: If you have children from this relationship, the court is required to order payment of child support based on the income 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 parents.

You do not have to pay any fee to file responsive declaration in response to this order to show cause (including a completed income and expense declaration that will show your finances). The original of the responsive declarations must be filed with the court and a copy served on the other party at least five court days before the hearing date.

(File to court for Pre-Lit Service by Mail)

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Form Approved by Rule 1205, in
 Superior Court of California
 Jan. 10 (Rev. July 1, 1989)

NOTICE OF MOTION
 (Family Law)

Gov. Code § 26020

MARRIAGE OF (last name, first name of the
NYATT, PRISCILLA & GILBERT

CASE NUMBER

NWD 55911

(THIS IS NOT AN ORDER)

☒ Petitioner ☐ Respondent ☐ Claimant requests the following orders be made:

☐ CHILD CUSTODY

☐ To be ordered pending the hearing

a. Child (name and age):

b. Request custody to (name):

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

d. ☐ Petitioner ☐ Respondent shall have the temporary physical custody of the minor children.

2. ☐ CHILD VISITATION

☐ To be ordered pending the hearing

a. ☐ Reschedule

b. ☐ Other (specify):

c. ☐ Neither party shall remove the minor child or children of the parties

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

(1) ☐ from the State of California (2) ☐ other (specify):

3. ☐ CHILD SUPPORT (if support is awarded, a wage assignment order will be issued)

a. Child

NAME AND AGE

b. Support request

Monthly amount

\$

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

4. ☐ SPOUSAL SUPPORT (if support is awarded, a wage assignment order will be issued)

a. ☐ Amount requested (monthly) \$

c. ☐ Terminate existing order

(1) filed on (date):

(2) ordering (specify):

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

5. ☐ ATTORNEY FEES AND COSTS a. ☐ Fees: \$

b. ☐ Costs: \$

6. ☐ RESIDENCE EXCLUSION AND RELATED ORDERS

☐ To be ordered pending the hearing

☐ Petitioner ☐ Respondent must move out immediately and must not return to the family dwelling at (address):

☐ taking only clothing and personal effects needed until the hearing.

7. ☐ STAY-AWAY ORDERS ☐ To be ordered pending the hearing

a. ☐ Petitioner ☐ Respondent must stay at least _____ yards away from applicant and the following places:

(1) ☐ applicant's residence (address optional):

(2) ☐ applicant's place of work (address optional):

(3) ☐ the children's school (address optional):

(4) ☐ other (specify):

b. ☐ Contacts relating to pickup and delivery of children pursuant to a court order or a stipulation of the parties arrived at during mediation shall be permitted

8. ☐ RESTRAINT ON PERSONAL CONDUCT ☐ To be ordered pending the hearing

☐ Petitioner ☐ Respondent

a. shall not molest, attack, strike, threaten, sexually assault, or otherwise disturb the peace of the other party
☐ and any person under the care, custody, and control of the other party

b. ☐ shall not contact or telephone the other party

☐ except that peaceful contacts relating to minor children of the parties shall be permitted.

(Continued on reverse)

Form Adopted by Rule 1.285-20
Supreme Court of California
1985-20 (Rev. July 1, 1980)

APPLICATION FOR ORDER
AND SUPPORTING DECLARATION
(Family Law)

Civil Code § 4206

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ARA00445
AA001507

1 DECLARATION OF PRISCILLA MAYSTEAD
2 IN SUPPORT OF PETITIONER'S MOTION TO SET ASIDE JUDGMENT

3 I, PRISCILLA MAYSTEAD, declare as follows:

4 1. I am the petitioner in the above-entitled action and
5 submit this Declaration in support of my Motion To Set Aside And
6 Vacate the Judgment that was entered on March 25, 1976 and the
7 Marital Settlement Agreement which was incorporated therein.

8 2. I request that this Judgment and incorporated Marital
9 Settlement Agreement be set aside, except for the provision
10 dissolving the marriage, upon the grounds that the said Judgment and
11 Agreement were obtained by extrinsic and intrinsic fraud, that they
12 were based upon the willful and fraudulent representations of the
13 Respondent, his counsel, and my counsel, that they were based on the
14 breach of fiduciary duties on the part of the Respondent, that they
15 were extremely inequitable.

16 3. The facts herein stated are known to me of my own
17 personal knowledge and, if called and sworn as a witness, I could
18 and would competently testify as to the truthfulness thereto except
19 as to the matters which may be stated upon my information and belief
20 and, as to those matters, I believe them to be true.

21 4. Respondent and I were married on June 14, 1959. In
22 1966, Respondent worked for Teledyne, but wanted to work on his own
23 inventions. In 1968, he quit his job and worked for one year on his
24 inventions. He then formed Micro Computer, Inc., where he developed
25 the microprocessor. He received \$5,000 from John Salzer, \$60,000
26 from Irving Hirsch, and about \$250,000 in investments found by
27 Stuart Lubitz (which included Noyce & Moore, the founders of Intel),
28 an attorney who also helped Respondent file incorporation papers.

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1 Respondent applied for the patent over the microprocessor in
2 December of 1970. However by 1971, all of the money provided by
3 Hambrecht & Quist, (a venture capital firm which Respondent utilized
4 to raise money) was gone. Through Stuart Lubitz, the investors
5 tried to persuade Respondent to give up the control of the company
6 and technology. When he refused, the investors withheld their
7 funding. I am informed and believe the investors, including Lubitz,
8 leaked the details of the computer chip microprocessor to others in
9 the industry. Intel and Texas Instrument have since received credit
10 for developing the computer chip. I am informed and believe and
11 based upon such information and belief allege that Lubitz worked as
12 a patent attorney for Intel for some time.

13 5. Meanwhile, I gave birth to our children, David, Dan,
14 and Beth. Respondent virtually never assisted me in rearing the
15 children but rather made incredible demands on me even though I was
16 exhausted from taking care of the children after they were born.
17 Respondent refused to help me with David after he was born on 9-5-
18 60, even though I was driving 100 miles a day to try to finish my
19 degree at Berkeley. Respondent made me feel as though David was my
20 "problem" rather than his responsibility. Danny was born on 8-4-63
21 after I was in a terrible car accident and had sustained serious
22 permanent injuries. After my case was settled, my attorney told me
23 that my doctor thought I had a horrible marriage and that he was
24 concerned for my future. When I put the money from the insurance
25 settlement in my own name (as my separate property as my attorney
26 advised me to do), Respondent became so enraged that he beat me up
27 (I was still recovering from the car accident at the time). I then
28 put the money from the settlement in our joint account. After Beth

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1 was born on 9-16-66, I had a massive hemorrhage in delivery and was
2 very ill. Beth was also very ill the first year with two bouts of
3 pneumonia and many ear infections. Between being so weak from the
4 hemorrhage, still suffering the permanent effects from the accident
5 and taking care of three small children, I decided to quit school (I
6 had been taking classes at UCLA, to try to finish my degree). When
7 the money for the company ran out, I told Respondent that we had no
8 money to put food on the table, Respondent once again became enraged
9 and beat me up.

10 6. Living with Respondent was like living with a volcano.
11 I never knew what small thing would set him off and make him beat
12 me. Many times I called the police but they would not do anything.
13 Respondent would beat me up on numerous occasions and then rape me.
14 On at least one occasion, Respondent was beating our son, David, so
15 I tried to stop him. He put my head through the wall instead. I
16 begged him to get counseling, but when we did speak with a counselor
17 on the phone (which was all Respondent would consent to do), the
18 counselor told me to get away from him--that he was hopeless and
19 dangerous. The only thing that scared me more than Respondent was
20 poverty. Respondent repeatedly told me, "Your time is only worth 25
21 cents an hour and my time is worth 25 dollars, so you should do what
22 I tell you." For a long time, I believed him. The rapes, the
23 physical abuse and the emotional abuse escalated until Respondent
24 completely killed any sense of self worth that I had.

25 7. On or about July 1, 1975, I awoke early to make
26 Respondent breakfast. Right after breakfast, Respondent left for a
27 business appointment. I sat down to have a cup of coffee when he
28 came back raging into the house. He overturned the kitchen table

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1 (which was full of breakfast dishes) and pinned me to the wall with
2 the table. He then started to beat me on the head with a heavy
3 metal stadium seat while screaming, "I am going to kill you!" I had
4 no idea what the problem was. Then he yelled, "Someone left a map
5 unfolded on the back seat of the car. I am going to kill you. I
6 told you to keep the car clean!" Two of our minor children, David
7 and Beth, who were ages 15 and 11 respectively at the time, had run
8 into the bathroom to hide. The kids wanted to help me but David
9 kept whispering to Beth to stay quiet or Respondent would kill them
10 too. Three years later, Beth told me that she was the one who left
11 the map unfolded on the car seat. I had to tell this poor child
12 that it was not her fault, that her father was a sick man and it was
13 not normal to become so unglued over such a small thing.

14 8. As soon as Respondent stopped raging and left for his
15 appointment, I took Beth and David, picked up our third minor child,
16 Danny, from school, and went to a lawyer, Mr. Robert Gibbs. My
17 friend, Irv Sokol, had recommended Mr. Gibbs to me. I paid Mr.
18 Gibbs the \$1,000 retainer that he demanded and asked him to file a
19 divorce. Mr. Gibbs told me to empty the bank accounts (there was
20 about \$20,000) and put the money into an account in my own name,
21 which I did. I also told Mr. Gibbs that I had about \$5,000
22 squirreled away which no one knew about. Then I went to stay with
23 my sister, Kathy, with the children for a week.

24 9. I had saved the \$5,000 because I had been wanting to
25 divorce Respondent for two years prior to when I saw Mr. Gibbs. I
26 had approached other attorneys but no one would do anything unless
27 I had money. I even called social services and they told me that
28 there was a two year waiting list for restraining orders in cases of

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1 domestic violence. So for those two years, as the violent episodes
2 increased, I had been hiding small amounts of money so I could file
3 for divorce. I was terrified that he would kill me or the children,
4 especially David.

5 10. After a week, Mr. Gibbs told me that if I did not
6 move back into the house, I would lose it because it would mean that
7 I had abandoned it. The house represented the only chance I had to
8 support my kids because the payments were so low--about \$200 a
9 month. I felt it was the only way I could feed and support the
10 children. I really did not know if I could make a living and I was
11 terrified of what would become of me and the children. Respondent
12 had completely brainwashed me to believe that I was worthless and I
13 had zero self-esteem. I was also terrified of my precarious health
14 because of my injuries. So, I moved back into the house even though
15 I was still terrified of Respondent.

16 11. When we went to court for the first time, Mr. Gibbs
17 would not allow me in the courtroom. He told me I would not make a
18 good impression, so I waited in the hallway. He told me that he
19 asked Judge Milton Most to remove Respondent from the house. He
20 told me that the judge said that he could not do that; that a man's
21 home is his castle. Mr. Gibbs further said that he protested to the
22 judge and explained that Respondent had repeatedly beat me, raped me
23 and tried to kill me. He said that the judge replied that he should
24 bring Respondent back after he murdered me, and he would try him for
25 murder. Mr Gibbs then told me that I had to stay there with
26 Respondent. This was a terrible situation because I was terrified
27 of Respondent, he kept demanding sex and I was afraid to refuse. I
28 finally was able to convince Respondent to move out by saying that

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1 maybe we could talk out or problems better that way. I even found
2 him an apartment.

3 12. When we went back to court for child support, the
4 judge ordered Mr. Gibbs to give me \$500 out of my share of the
5 savings, which had been impounded by the judge, to support me and
6 the children. Respondent was also given \$500 out of his share of
7 the savings to live on even though he was working and making \$25 an
8 hour. Incidentally, Mr. Gibbs' bill for the court appearance was \$500
9 which I had to pay right away. Needless to say that left me nothing
10 to live on except my savings. I also asked the court for money for
11 a van. Respondent had taken the better car and left me with a
12 twelve year old broken down car that had bad tires and brakes. I
13 needed a van to conduct my fledgling art business to drive long
14 distances for some of my shows at odd hours. This was the only way
15 I had to earn a living. I was given \$1800 by the court for the
16 purchase of the van, so Respondent was given \$1800 as well. I asked
17 Respondent to co-sign a loan to buy the van, to which he agreed
18 since all the credit was in his name. After I purchased the van, he
19 reneged and left me in the position where I had to pay the money or
20 lose my deposit. I dug into my \$5,000 and paid for the van.
21 Respondent then demanded half of what I had paid and half of any
22 other money I had. I could not believe his greed. He told me that
23 he was going to starve me out, that I deserved nothing, and that
24 everything was his.

25 13. During this time, we had gone to court several times
26 for settlement purposes. Each time Respondent would throw a temper
27 tantrum, nothing would get resolved, and the court would give each
28 of us \$500 from our savings. Of course, my \$500 went to Mr. Gibbs.

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2 his an apartment.

3
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5 judge ordered Mr. Gibbs to give me \$500 out of my share of the
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29 of us \$500 from our savings. Of course, my \$500 went to Mr. Gibbs.

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1 Respondent received his share even though he had a steady income.
2 I believe that this was his clever way to drain me and to avoid
3 paying child support. Needless to say, I was being quickly drained
4 and my fledgling art business could certainly not support me and our
5 children.

6
7 14. One day, after Respondent moved from our home, Mr.
8 Gibbs asked me to come to his office in the late afternoon. After
9 discussing my divorce situation, he invited me to go out with him
10 for a drink at the Fireside Inn across the street from his office in
11 Encino. Later we went back to his office and he successfully
12 seduced me. I was very vulnerable and felt that I was totally
13 frigid because Respondent used to rape me if I said I did not want
14 sex, so consequently I could not respond to him. My sexual feelings
15 had been in a deep freeze for so long that I was amazed that I could
16 respond to Mr. Gibbs. He was very attractive and attentive and I
17 fell completely in love with him. I had had no kindness in so long
18 that I could not remember what it was like to be treated like a
19 woman. The affair went on for several months. One time he came to
20 the house and the rest of the time I would meet him at his office
21 after hours.

22 15. After the second time we had a sexual encounter, Mr.
23 Gibbs introduced me to his private investigator who he said was
24 going to do some work for him. His investigator, a very tall, large
25 man, invited me out for dinner. I was flattered and accepted. He
26 told me he lived across the street from the Fireside Inn and asked
27 if I would meet him at his apartment and we would go to dinner at
28 the Inn. I did not see anything wrong with this (I was very naive,
29 having been married for 16 years), so I went to his apartment. He

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1 became very amorous and when I resisted his advances, he tried to
2 force himself on me and tear my clothes off. Apparently, Mr. Gibbs
3 had told him of our encounters and offered my name as an "easy
4 woman". I hit him on the head with a lamp and ran, leaving my
5 jacket there. I ran to my car and locked myself in. He came out,
6 apologized, and returned my jacket. I was shaking and hysterical.
7 This certainly did not do much for my self-esteem.

8 14. Mr. Gibbs and I continued our relationship for a
9 several of months, meeting at first twice a week. He told me that
10 he had married his wife because she was pregnant, that they had a
11 terrible marriage, and that the reason he stayed was because of his
12 wonderful daughter whom he loved very much. He also told me that
13 now that he was over forty that he was worried about his sexuality,
14 that he was having a problem getting an erection. He said that I
15 could help him with this. Each time, we made love on the brownish
16 leather couch or on the floor of his office. He would lock the door
17 and convince me not to worry about anyone walking in. It got to the
18 point where whenever I met with him to talk about my divorce, it was
19 understood that we would be making love afterwards.

20 17. One evening, after making love, he told me that he
21 could not see me for a week--that he was busy. Then he told me one
22 evening that he could not see me anymore because he was interested
23 in someone else. I was devastated after Mr. Gibbs broke off our
24 relationship. I thought I had found both an attorney and a
25 boyfriend. I thought I was in love with him. After the break-up I
26 became very depressed.

27 18. Thereafter, Mr. Gibbs continued as my attorney but he
28 seemed to lose interest in the case. When I told him that I was

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1 worried about child support, that Respondent had refused to work
2 during much of the prior five years, he replied that the court could
3 not make him work. When I told him that I knew nothing about
4 Respondent's patents, he said that he thought it was a big joke,
5 that they were worthless. He was more concerned that the patent
6 attorney Greg Roth of Fraser and Bogucki, wanted the bank account
7 and proceeds from the sale of the house to satisfy Respondent's
8 legal bills, which were approximately \$10,000. He also told me that
9 I could be forced to sell the house. Meanwhile, we kept going back
10 to court, and Mr. Gibbs told me he was powerless since Respondent
11 was impossible to deal with. I felt abandoned by Mr. Gibbs, both
12 legally and emotionally.

13 19. During one of the hearings, Respondent and I talked
14 in the hall and I asked him what he wanted. He said, "I want
15 everything," including for me to sign a blank income tax return. He
16 said he would consider letting me keep the house if I gave him
17 everything else, but we would have to pay the patent attorney what
18 he wanted. Of course, since I had very little available money, this
19 was impossible without selling the house.

20 20. Mr. Gibbs then set up a meeting with Greg Roth of
21 Fraser and Bogucki, Respondent and myself. My attorney, Mr. Gibbs
22 offered to make a deal with Fraser and Bogucki such that my share of
23 the savings account would be given to them if they would not hold me
24 responsible for any remaining portion of the remainder of their
25 legal fees for services rendered in connection with Respondent's
26 patent work. They refused this offer. They stated that they wanted
27 to remain working for Respondent and that they believed in him.
28 They told me that they would look only to Respondent for the payment

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1 of their bills, if I would sign away all of my right, title and
2 interest in our joint patent rights. In other words, if I would
3 give up all of my patent rights, they would sign a waiver absolving
4 me of any responsibility for their outstanding legal fees.

5 21. As one could clearly imagine, I was very emotionally
6 distraught at this time. Respondent had degraded and abused me
7 throughout the entirety of our marriage. I was too frightened for
8 years to leave Respondent. Once I gathered my strength to leave
9 him, I hired Mr. Gibbs only to have him seduce me and commence a
10 sexual affair with me. I fell in love with Mr. Gibbs. Thereafter,
11 Mr. Gibbs abruptly ended our relationship. We were still in the
12 middle of our divorce proceeding. I was further demoralized by the
13 breakup of my affair with Mr. Gibbs. I was abandoned by my husband
14 and abandoned, both legally and emotionally, by my divorce attorney.
15 Of course, while all of this was going on, I was trying to protect
16 myself and my children. I wanted to maintain the family residence
17 for the children. Respondent told me that the only way I could keep
18 the house was if I agreed to release my rights to the patents.

19 22. Mr. Gibbs told me the patents were worthless. To my
20 knowledge, Mr. Gibbs did not, at any time, investigate the value of
21 the patents in any way, shape or form. At no time did he or anyone
22 else explain to me the potential value of the patents, nor did any
23 one explain to me that it was possible that I could still end up
24 with the house without releasing my rights to the patents. Mr.
25 Gibbs kept telling me that the patents were worthless and that he
26 could not do anything for me which was better than what Respondent
27 was offering (i.e. my being awarded the house in exchange for the
28 giving up all my right, title and interest in and to the patents).

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1 Respondent threatened me that if I did not agree to this settlement,
2 he would spend every last dime that he had to make sure that the
3 house would be sold and that the children and I would be out on the
4 street homeless and penniless.

5 23. With Respondent's threats and Mr. Gibbs' coaxing, I
6 agreed to release my rights to the patents so I could get the house.
7 Had anyone told me that I would not lose the house if I did not sign
8 the release, I would not have released my rights to the patents.

9 24. As a further example of Respondent's deceit,
10 Respondent told me that he had a judgment against him for \$5000
11 which he insisted on being paid out of the savings. He signed over
12 the house to me and I was to give him the majority of our savings to
13 pay my share of the judgment. I later found out that he never paid
14 the judgment.

15 25. It was also agreed that I would receive \$700.00 per
16 month in child support and \$50.00 per month in alimony. No
17 investigation was made as to an appropriate level of support or as
18 to Respondent's true income. There was no provision made for cost
19 of living increases. A copy of the Judgement setting forth our
20 agreement is attached hereto and incorporated herein by this
21 reference as Exhibit "1".

22 26. It is also noteworthy that, at the time, the house
23 had not appreciated significantly in value as real estate prices
24 were fairly stagnant. Although the house was awarded to me at a
25 value of \$10,000.00 that was its gross value. The equity in the
26 home was then approximately \$15,000.00. My attorney Mr. Gibbs had
27 not made any attempt or effort to appraise the house nor did he tell
28

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1 me I was to receive the house at a net value rather than a gross
2 value.

3 27. The fact that Respondent lied to me concerning the
4 potential value of the patents is, in my opinion, unconscionable.
5 Furthermore, Mr. Gibbs made no effort to investigate or appraise the
6 value of the patents. I am not computer literate so I certainly did
7 not know their value. My education was in Chemistry and Math, not
8 in computers. I was desperate to feed and support my children, so
9 I signed the agreement. My husband came to the house and removed
10 everything that he wanted, including all the paper work relative to
11 his business finances as well as our personal finances, including
12 all my papers. He took all the furniture he wanted, etc. He also
13 took the old blue Chevrolet, even though that was supposed to be
14 mine. In short, Respondent was dealing with me as he had throughout
15 our marriage, bullying and abusing me. My attorney was not
16 interested in doing any investigation or analysis or otherwise
17 protecting my interest throughout the entirety of divorce. I felt
18 alone and abandoned and I had absolutely no choice but to sign the
19 agreement.

20 28. Respondent had been litigating over the rights to the
21 patent over the microprocessor and other inventions until the U.S.
22 Patent and Trademark Office finally awarded him the patent rights.
23 The first I heard of Respondent winning any rights over the patent
24 was on September 16, 1991, when he gave a copy of the patent (a
25 lengthy document that has small, detailed descriptions of the
26 invention) to my daughter Beth for her birthday. I did not know the
27 impact or effect of the patent until I saw an article in the L.A.
28 Times on November 7, 1991. A copy of this article is attached and

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1 Respondent threatened me that if I did not agree to this settlement,
2 he would spend every last dime that he had to make sure that

1 incorporated herein as "Exhibit 3". The article indicated that
2 Respondent could receive "tens of millions of dollars" for the
3 royalties. In an article in the Investor's Business Daily, on March
4 27, 1992, I read that Respondent had thus far "amassed an estimated
5 \$70 million in royalties from seven of the world's largest consumer
6 electronic manufacturers, including Sony Corp. and N.V. Philips."
7 A copy of said article is attached and incorporated herein as
8 "Exhibit 3". I am also informed and believe that Intel owes
9 Respondent so much money, that Respondent will now own the entire
10 company! Until November of 1991, I had no idea that the patent
11 would be worth so much money.

12 29. I had placed my confidence in Mr. Gibbs, who abused
13 that confidence by having a sexual affair with me and shortly
14 thereafter abandoning me in the pursuit of my legal rights. I had
15 been abused and deceived by Respondent whose physical and emotional
16 abuse made me succumb to his demands. The money Respondent is
17 receiving now is proceeds from OUR marital labor. While Respondent
18 worked to develop his computer chip, I was his slave--the person who
19 did everything for him, including feeding him, taking care of his
20 children, receiving his physical strikes and emotional abuse, and
21 providing a worn and tired body for his sexual demands. Due to the
22 threats by Respondent and the nearly lack of representation on the
23 part of my attorney, I was fraudulently deprived of millions of
24 dollars.

25 30. A couple of years ago my son, David, was murdered by
26 persons unknown. I alone have financed the majority of Beth's
27 bachelor's degree except for a minimal contribution by Respondent,
28 and now she would like to obtain a degree in physical therapy.

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1 Unfortunately I cannot afford to pay and Respondent refuses. Even
2 though he has millions and millions of dollars, he refuses to
3 contribute at all to Beth's education. The only thing he gave her
4 was a birthday present last year--which was a copy of the patent!
5 Only now is Respondent beginning to help Danny with his education
6 financially.

7 31. Based on the foregoing, I respectfully request that
8 the Court set aside those provisions of the Judgment of Dissolution
9 and the Integrated Marital Property, Custody and Support Agreement
10 dealing with property division and the rights to the patents applied
11 for during the marriage.

12 I declare under penalty of perjury that the foregoing is
13 true and correct. Executed this 16 day of September, 1992 at
14 Beverly Hills, California.

15 *Priscilla Maystead*
16 PRISCILLA MAYSTEAD
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27
28

29 09/16/92
30 09/16/92
31 09/16/92

32 14

0000460

0.1576

1 incorporated herein as "Exhibit 2". The article indicated that

ARA00460
AA001522

Name, Address and Telephone No. of Attorney(s)
ROBERT S. GIBBS, ESQ.
15760 Ventura Blvd., St. 700
Encino, California 91436
986-1950

Attorney(s) for Petitioner

Space Below for Use of Court Clerk Only

FILED

AUG 25 1975

JOHN L. LUCILL, County Clerk
of Campbell
BY C. CANTILL, DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

In re the marriage of

Petitioner: PRISCILLA L. HYATT

and

Respondent: GILBERT P. HYATT

CASE NUMBER NWD 55911

☒ PETITIONER'S ☐ RESPONDENT'S

FINANCIAL DECLARATION

Husband: Gilbert P. Hyatt
Age: 37 Social Security No.: 069-30-9999
Occupation: Engineer

Dated:

Wife: Priscilla L. Hyatt
Age: 35 Social Security No.: 548-56-7142
Occupation: Housewife- part time artist

PART A. INCOME AND EXPENSE STATEMENT

(a) Gross monthly income from:

Salary and wages (including commissions, bonuses and overtime) payable
Pensions and retirement
Social security
Disability and unemployment insurance
Public assistance (welfare, AFDC payments, etc.)
Child/spousal support re prior marriage
Dividends and interest
Rents
All other sources (Specify)

Husband	Wife
\$ 3,000.	\$ 500.

Total monthly income

\$ 3,000.	\$ 500.
-----------	---------

(b) Itemize deductions from gross income:

Income taxes (state and federal)
Social security
Unemployment insurance
Medical or other insurance
Union or other dues
Retirement or pension fund
Savings plan
Other (Specify) Business expenses, materials,
supplies, commissions paid, exhibit fees,
travel expenses

\$	\$
unkn.	300.

Total deductions

\$	\$ 300.
----	---------

(c) Net monthly income

\$ 3,000.	\$ 200.
-----------	---------

0000436

1285.50

PART 8. PROPERTY STATEMENT

☐ There is no property subject to disposition by the court in this proceeding.

☐ All property otherwise subject to disposition by the court in this proceeding has been disposed of by written agreement between the parties or by stipulation made in open court.

☒ The following described property is subject to disposition by the court in this proceeding:

Asset/Obligation	Value of asset	Amount of obligation
Dwelling house - 11101 Amigo Ave., Northridge, CA	48,000.	23,700.
Digital Nutronics Corp. (close corp. of husband and wife)		
6 computer systems and parts	unk.	-0-
Patents - per attached list	unk.	2,000
Furniture & appliances	2,000.	-0-
1963 Chevrolet, Lic. # KIE618 - 2 dr.	100.	-0-
1967 Chevrolet, Lic. # UDE767 - 4 dr.	500.	-0-
Uncashed checks held by husband for services rendered - use list attached		
20 shares Teledyn stock	450.	-0-

☐ The following described separate property is subject to confirmation by the court in this proceeding:

Asset/Obligation	Value of asset	Amount of obligation
------------------	----------------	----------------------

WITNESSES:

0000437

Name, Address and Telephone No. of Applicant:
GERARD E. TRAUBUELLER, ESQ
100 South BURNSIDE, APT
LOS ANGELES, CALIFORNIA

Respondent
Attorney (if) for **PETITIONER**

FILED

SEP 8 - 1975

CLARENCE E. CABELL, County Clerk

BY F. BREITNER, DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF **LOS ANGELES**

In re the marriage of

Petitioner: **PRISCILLA L. HYATT**

and

Respondent: **GILBERT D. HYATT**

CASE NUMBER

☐ PETITIONER'S ☒ RESPONDENT'S

FINANCIAL DECLARATION

Husband: **GILBERT D. HYATT** Dated
Age **37** Social Security No. **069-30-9999**
Occupation: **CONSULTANT**
(ENGINEERING)

Wife: **PRISCILLA L. HYATT**
Age **35** Social Security No. **548-56-7142**
Occupation: **FULL TIME COMMERCIAL**
ARTIST and PROMOTER

PART A: INCOME AND EXPENSE STATEMENT

(a) Gross monthly income from:

Salary and wages (including commissions, bonuses and overtime) payable

(month/monthly/etc.)

Pensions and retirement

Social Security

Disability and unemployment insurance

Public assistance (welfare, AFDC payments, etc.)

Child/spousal support re prior marriage

Dividends and interest

Rents

All other sources: (Specify)

Total monthly income

(b) Itemize deductions from gross income

Income taxes (state and federal)

Social security

Unemployment insurance

Medical or other insurance

Union or other dues

Retirement or pension fund

Husband

Wife

0000428

PART 1. PROPERTY STATEMENT

- ☒ There is no property subject to disposition by the court in this proceeding.
- ☐ All property, wherever located, subject to disposition by the court in this proceeding has been disposed of by written agreement of the parties and disposition made in open court.
- ☐ The following described property is subject to disposition by the court in this proceeding.

Asset	Value of asset	Amount of obligation
Dwelling 111101, Apt 150, Apt. Northridge	60,000.00	23,000.00
Chumco (Computer system)	15,000.00	(30,000.00)
Handwritten notes	unknown	none
Common stock, Telephon stock	200.00	none
1963 Chevrolet 2-PIE 618	50.00	none
1967 Dodge 717	100.00	none
1968 Dodge 717	100.00	none
1969 Dodge 717	100.00	none
1970 Dodge 717	100.00	none
1971 Dodge 717	100.00	none
1972 Dodge 717	100.00	none
1973 Dodge 717	100.00	none
1974 Dodge 717	100.00	none
1975 Dodge 717	100.00	none
1976 Dodge 717	100.00	none
1977 Dodge 717	100.00	none
1978 Dodge 717	100.00	none
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2012 Dodge 717	100.00	none
2013 Dodge 717	100.00	none
2014 Dodge 717	100.00	none
2015 Dodge 717	100.00	none
2016 Dodge 717	100.00	none
2017 Dodge 717	100.00	none
2018 Dodge 717	100.00	none
2019 Dodge 717	100.00	none
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2085 Dodge 717	100.00	none
2086 Dodge 717	100.00	none
2087 Dodge 717	100.00	none
2088 Dodge 717	100.00	none
2089 Dodge 717	100.00	none
2090 Dodge 717	100.00	none
2091 Dodge 717	100.00	none
2092 Dodge 717	100.00	none
2093 Dodge 717	100.00	none
2094 Dodge 717	100.00	none
2095 Dodge 717	100.00	none
2096 Dodge 717	100.00	none
2097 Dodge 717	100.00	none
2098 Dodge 717	100.00	none
2099 Dodge 717	100.00	none
2100 Dodge 717	100.00	none

☐ The following described separate property is subject to confirmation by the court in this proceeding:

Asset/Obligation

Value of asset

Amount of obligation

None

0000439

Space Below for U.S. Post Office Clerk On

~~AUG 25 1975~~

W. Campbell
BY G. CAMPBELL, RENEW

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Is re the marriage of

CASE NUMBER NWD 55911

☒ PETITIONER'S ☐ RESPONDENT'S

FINANCIAL DECLARATION

Dated:

wife: Priscilla L. Hyatt
Age: 35 Social Security No.: 548-56-7142
Occupation: Housewife- part time artist

PART A: INCOME AND EXPENSE STATEMENT

(a) Gross monthly income from:

Solary and wages (including commissions, bonuses and overtime) payable

Weekly - weekly fee \$1500

Pensions and Retirement

Social security

Disability and unemployment insurance

Public assistance (welfare, AFDC, etc.)

Child/spousal support is prior marriage.

Dividends and Interest

Leonty

All other sources (Society)

Total monthly income

(b) Itemize deductions from gross income:

Income taxes (state and federal)

Social security

Unemployment insurance

Medical or other insurance

Union or other dues

Retirement or pension fund

Savings plan

Other (Specify) Business expenses, materials,
supplies, commissions paid, exhibit fees,
travel expenses

Total deductions

(c) Net monthly income

Approved by 8-26 1141304

FINANCIAL DECLARATION

1285.50

PART 1. PROPERTY STATEMENT

☐ The property subject to disposition by the court in this proceeding:

☐ All property otherwise subject to disposition by the court in this proceeding has been disposed of by written agreement of the parties or disposition made in open court.

☒ The following described property is subject to disposition by the court in this proceeding:

Asset/Obligation	Value of asset	Amount of obligation
Dwelling house - 11101 Amigo Ave., Northridge, CA	48,000.	23,700.
Digital Nutronics Corp. (close corp. of husband and wife)		
6 computer systems and parts	unk.	-0-
Patents - per attached list	unk.	2,000
Furniture & appliances	2,000.	-0-
1963 Chevrolet, Lic. # KIE618 - 2 dr.	100.	-0-
1967 Chevrolet, Lic. # UDE767 - 4 dr.	500.	-0-
Uncashed checks held by husband for services rendered - use list attached		
20 shares Teledyn stock	450.	-0-

☐ The following described separate property is subject to confirmation by the court in this proceeding:

Asset/Obligation	Value of asset	Amount of obligation

EXHIBIT 2. SIGN:

0000441

AA001529

PART 8. PROPERTY STATEMENT

- ☐ There is no property subject to disposition by the court in this proceeding.
- ☐ All property otherwise subject to disposition by the court in this proceeding has been disposed of by written agreement of the parties or oral stipulation made in open court.
- ☒ The following described property is subject to disposition by the court in this proceeding:

Asset/Obligation	Value of asset	Amount of obligation
Dwelling 15101 AMIGO Ave NORTH RIDGE	\$60,000.00	\$23,000.00
Business (Computer system, 27 Patents applications and patents, liabilities & Patent Attorneys)	15,000.00	(30,000.00)
Household effects	unknown	none
20 Common Shares Telidon stock	200.00	none
1963 Chevrolet Ltd AIE 618	30.00	none
1967 Ford LTD 2 UDE 767	100.00	none
World Savings & Loan	19,000.00	none
Cash (held by Petitioner)	5,000.00	none
Patents (Patent keeping & supplies)	17,000.00	

- ☐ The following described separate property is subject to confirmation by the court in this proceeding:

Asset/Obligation	Value of asset	Amount of obligation
None		

0000443

10

ATTORNEY'S OR PARTY WITHOUT ATTORNEY'S NAME AND ADDRESS: NEAL RAYMOND HERSH, ESQ. (110) 550-7396
LAW OFFICES OF NEAL RAYMOND HERSH
9100 WILSHIRE BLVD. SUITE 852 WEST TOWER
BEVERLY HILLS, CA 90212

ATTORNEY'S OR PARTY WITHOUT ATTORNEY'S PHONE AND ADDRESS: (110) 550-7396

COURT USE ONLY
FILED
SEP 25 1992
JANUARY 1992
RVL ROMINO, DEPUTY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 6230 SYLMAR AVENUE
CITY AND ZIP CODE: VAN NUYS, CA 91401
SEARCHED: NORTHWEST DISTRICT

PLAINTIFF: PRISCILLA MAYSTEAD aka PRISCILLA L. HYATT
RESPONDENT/DEFENDANT: GILBERT P. HYATT

NOTICE OF MOTION ☐ MODIFICATION
☐ Child Custody ☐ Visitation ☐ Injunctive Order
☐ Child Support ☐ Spousal Support ☒ Other (specify):
☐ Attorney Fees and Costs TO SET VACATE JUDGMENT AND MARITAL SETTLEMENT AGREEMENT

CASE NUMBER
NWD 55911

1. TO (name) RESPONDENT, GILBERT P. HYATT
2. A hearing on this motion for the relief requested in the attached application will be held as follows
If child custody or visitation is an issue in this proceeding, Civil Code section 4607 requires mediation before or concurrently with the hearing below.

a date 11/10 time 11:00 AM in ☐ dept. ☐ IM

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

3. Supporting attachments

- a. Completed Application for Order and Supporting Declaration and a blank Responsive Declaration
b. ☐ Completed Income and Expense Declaration and a blank Income and Expense Declaration
c. ☐ Completed Property Declaration and a blank Property Declaration

d. ☒ Points and authorities

e. ☒ Other (specify): DECLARATION OF PRISCILLA MAYSTEAD (aka) HYATT

(TYPE OR PRINT NAME)

ORDER SHORTENING TIME

4. ☐ Time for ☐ service ☐ hearing is shortened. Service shall be on or before (date):

Date

JUDGE OF THE SUPERIOR COURT

Notice: If you have children from this relationship, the court is required to order payment of child support based on the income 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 responsive declaration in response to this order to show cause (including a completed income and expense declaration that will show your finances). The original of the responsive declarations must be filed with the court and a copy served on the other party at least five court days before the hearing date.

(Can request for Proof of Service by Mail)

Form Shortened by Rule 1285.10
Judicial Council of California
Rev. 10 (Rev. July 1, 1985)

NOTICE OF MOTION
(Family Law)

Gov. Code § 26026

0000444

MARRIAGE OF (last name, first name of parties)
HYATT, PRISCILLA & GILBERT

CASE NUMBER

NWD 55911

(THIS IS NOT AN ORDER)

☒ Petitioner ☐ Respondent ☐ Claimant requests the following orders be made:

☐ CHILD CUSTODY

☐ To be ordered pending the hearing

a. Child (name and age)

b. Request custody to (name)

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

d. ☐ Petitioner ☐ Respondent shall have the temporary physical custody of the minor children.

☐ CHILD VISITATION

☐ To be ordered pending the hearing

a. ☐ Reasonable

b. ☐ Other (specify):

c. ☐ Neither party shall remove the minor child or children of the parties

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

(1) ☐ from the State of California (2) ☐ other (specify):

☐ CHILD SUPPORT (if support is awarded, a wage assignment order will be issued)

a. Child

NAME AND AGE

b. Support request

Monthly amount
\$

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

☐ SPOUSAL SUPPORT (if support is awarded, a wage assignment order will be issued)

a. ☐ Amount requested (monthly) \$

c. ☐ Terminate existing order

(1) filed on (date):

(2) ordering (specify):

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

☐ ATTORNEY FEES AND COSTS a. ☐ Fees: \$

b. ☐ Costs: \$

☐ RESIDENCE EXCLUSION AND RELATED ORDERS

☐ To be ordered pending the hearing

☐ Petitioner ☐ Respondent must move out immediately and must not return to the family dwelling at (address)

☐ taking only clothing and personal effects needed until the hearing.

☐ STAY-AWAY ORDERS

☐ To be ordered pending the hearing

a. ☐ Petitioner ☐ Respondent must stay at least

yards away from applicant and the following places:

(1) ☐ applicant's residence (address optional):

(2) ☐ applicant's place of work (address optional):

(3) ☐ the children's school (address optional):

(4) ☐ other (specify):

b. ☐ Contacts relating to pickup and delivery of children pursuant to a court order or a stipulation of the parties arrived at during mediation shall be permitted

☐ RESTRAINT ON PERSONAL CONDUCT

☐ To be ordered pending the hearing

☐ Petitioner ☐ Respondent

a. shall not molest, attack, strike, threaten, sexually assault, or otherwise disturb the peace of the other party
☐ and any person under the care, custody, and control of the other party

b. ☐ shall not contact or telephone the other party

☐ except that peaceful contacts relating to minor children of the parties shall be permitted.

(Continued on reverse)

0000445

Form Adopted by Rule 1.280-20
Superior Court of California
1990-20 (Rev. July 1, 1990)

APPLICATION FOR ORDER
AND SUPPORTING DECLARATION
(Family Law)

Civil Code § 4399

ARA00470
AA001532

IN SUPPORT OF PETITIONER'S MOTION TO SET ASIDE JUDGMENT

I, PRISCILLA MAYSTEAD, declare as follows:

1. I am the petitioner in the above-entitled action and submit this Declaration in support of my Motion To Set Aside And Vacate the Judgment that was entered on March 25, 1976 and the Marital Settlement Agreement which was incorporated therein.

2. I request that this Judgment and incorporated Marital Settlement Agreement be set aside, except for the provision dissolving the marriage, upon the grounds that the said Judgment and Agreement were obtained by extrinsic and intrinsic fraud, that they were based upon the willful and fraudulent representations of the Respondent, his counsel, and my counsel, that they were based on the breach of fiduciary duties on the part of the Respondent, that they were extremely inequitable.

3. The facts herein stated are known to me of my own personal knowledge and, if called and sworn as a witness, I could and would competently testify as to the truthfulness thereto except as to the matters which may be stated upon my information and belief and, as to those matters, I believe them to be true.

4. Respondent and I were married on June 14, 1959. In 1966, Respondent worked for Teledyne, but wanted to work on his own inventions. In 1968, he quit his job and worked for one year on his inventions. He then formed Micro Computer, Inc., where he developed the microprocessor. He received \$5,000 from John Salzer, \$60,000 from Irving Hirsch, and about \$250,000 in investments found by Stuart Lubitz (which included Noyce & Moore, the founders of Intel), an attorney who also helped Respondent file incorporation papers.

DRAFT 09/16/92
A: VILSTEAD.DEC

1 Respondent applied for the patent over the microprocessor in
2 December of 1970. However by 1971, all of the money provided by
3 Hanbrecht & Quist, (a venture capital firm which Respondent utilized
4 to raise money) was gone. Through Stuart Lubitz, the investors
5 tried to persuade Respondent to give up the control of the company
6 and technology. When he refused, the investors withheld their
7 funding. I am informed and believe the investors, including Lubitz,
8 leaked the details of the computer chip microprocessor to others in
9 the industry. Intel and Texas Instrument have since received credit
10 for developing the computer chip. I am informed and believe and
11 based upon such information and belief allege that Lubitz worked as
12 a patent attorney for Intel for some time.

13 5. Meanwhile, I gave birth to our children, David, Dan,
14 and Beth. Respondent virtually never assisted me in rearing the
15 children but rather made incredible demands on me even though I was
16 exhausted from taking care of the children after they were born.
17 Respondent refused to help me with David after he was born on 9-5-
18 60, even though I was driving 100 miles a day to try to finish my
19 degree at Berkeley. Respondent made me feel as though David was my
20 "problem" rather than his responsibility. Danny was born on 8-4-63
21 after I was in a terrible car accident and had sustained serious
22 permanent injuries. After my case was settled, my attorney told me
23 that my doctor thought I had a horrible marriage and that he was
24 concerned for my future. When I put the money from the insurance
25 settlement in my own name (as my separate property as my attorney
26 advised me to do), Respondent became so enraged that he beat me up
27 (I was still recovering from the car accident at the time). I then
28 put the money from the settlement in our joint account. After Beth

DRAFT 02/16/92
B. M. STEAD, DEC

0000447

1 was born on 8-16-46, I had a massive hemorrhage in delivery and was
2 very ill. Beth was also very ill the first year with two bouts of
3 pneumonia and many ear infections. Between being so weak from the
4 hemorrhage, still suffering the permanent effects from the accident
5 and taking care of three small children, I decided to quit school (I
6 had been taking classes at UCLA, to try to finish my degree). When
7 the money for the company ran out, I told Respondent that we had no
8 money to put food on the table, Respondent once again became enraged
9 and beat me up.

10 6. Living with Respondent was like living with a volcano.
11 I never knew what small thing would set him off and make him beat
12 me. Many times I called the police but they would not do anything.
13 Respondent would beat me up on numerous occasions and then rape me.
14 On at least one occasion, Respondent was beating our son, David, so
15 I tried to stop him. He put my head through the wall instead. I
16 begged him to get counseling, but when we did speak with a counselor
17 on the phone (which was all Respondent would consent to do), the
18 counselor told me to get away from him--that he was hopeless and
19 dangerous. The only thing that scared me more than Respondent was
20 poverty. Respondent repeatedly told me, "Your time is only worth 25
21 cents an hour and my time is worth 25 dollars, so you should do what
22 I tell you." For a long time, I believed him. The rapes, the
23 physical abuse and the emotional abuse escalated until Respondent
24 completely killed any sense of self worth that I had.

25 7. On or about July 1, 1975, I awoke early to make
26 Respondent breakfast. Right after breakfast, Respondent left for a
27 business appointment. I sat down to have a cup of coffee when he
28 came back raging into the house. He overturned the kitchen table

DRAFT 09/16/92
A:MMYSTAD.DOC

0000448

1 (which was full of breakfast dishes) and pinned me to the wall with
2 the table. He then started to beat me on the head with a heavy
3 metal stadium seat while screaming, "I am going to kill you!" I had
4 no idea what the problem was. Then he yelled, "Someone left a map
5 unfolded on the back seat of the car. I am going to kill you. I
6 told you to keep the car clean!" Two of our minor children, David
7 and Beth, who were ages 15 and 11 respectively at the time, had run
8 into the bathroom to hide. The kids wanted to help me but David
9 kept whispering to Beth to stay quiet or Respondent would kill them
10 too. Three years later, Beth told me that she was the one who left
11 the map unfolded on the car seat. I had to tell this poor child
12 that it was not her fault, that her father was a sick man and it was
13 not normal to become so unglued over such a small thing.

14 8. As soon as Respondent stopped raging and left for his
15 appointment, I took Beth and David, picked up our third minor child,
16 Danny, from school, and went to a lawyer, Mr. Robert Gibbs. My
17 friend, Irv Sokol, had recommended Mr. Gibbs to me. I paid Mr.
18 Gibbs the \$1,000 retainer that he demanded and asked him to file a
19 divorce. Mr. Gibbs told me to empty the bank accounts (there was
20 about \$20,000) and put the money into an account in my own name,
21 which I did. I also told Mr. Gibbs that I had about \$5,000
22 squirreled away which no one knew about. Then I went to stay with
23 my sister, Kathy, with the children for a week.

24 9. I had saved the \$5,000 because I had been wanting to
25 divorce Respondent for two years prior to when I saw Mr. Gibbs. I
26 had approached other attorneys but no one would do anything unless
27 I had money. I even called social services and they told me that
28 there was a two year waiting list for restraining orders in cases of

DATE 09/16/92
A:MYSTAD,DEC

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1 domestic violence. So for those two years, as the violent episodes
2 increased, I had been hiding small amounts of money so I could file
3 for divorce. I was terrified that he would kill me or the children,
4 especially David.

5
6 10. After a week, Mr. Gibbs told me that if I did not
7 move back into the house, I would lose it because it would mean that
8 I had abandoned it. The house represented the only chance I had to
9 support my kids because the payments were so low--about \$200 a
10 month. I felt it was the only way I could feed and support the
11 children. I really did not know if I could make a living and I was
12 terrified of what would become of me and the children. Respondent
13 had completely brainwashed me to believe that I was worthless and I
14 had zero self-esteem. I was also terrified of my precarious health
15 because of my injuries. So, I moved back into the house even though
16 I was still terrified of Respondent.

17 11. When we went to court for the first time, Mr. Gibbs
18 would not allow me in the courtroom. He told me I would not make a
19 good impression, so I waited in the hallway. He told me that he
20 asked Judge Milton Most to remove Respondent from the house. He
21 told me that the judge said that he could not do that; that a man's
22 home is his castle. Mr. Gibbs further said that he protested to the
23 judge and explained that Respondent had repeatedly beat me, raped me
24 and tried to kill me. He said that the judge replied that he should
25 bring Respondent back after he murdered me, and he would try him for
26 murder. Mr Gibbs then told me that I had to stay there with
27 Respondent. This was a terrible situation because I was terrified
28 of Respondent, he kept demanding sex and I was afraid to refuse. I
29 finally was able to convince Respondent to move out by saying that

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1 maybe we could talk out or problems better that way; I even found
2 him an apartment.

3 12. When we went back to court for child support, the
4 judge ordered Mr. Gibbs to give me \$500 out of my share of the
5 savings, which had been impounded by the judge, to support me and
6 the children. Respondent was also given \$500 out of his share of
7 the savings to live on even though he was working and making \$25 an
8 hour. Incidentally, Mr. Gibbs' bill for the court appearance was \$500
9 which I had to pay right away. Needless to say that left me nothing
10 to live on except my savings. I also asked the court for money for
11 a van. Respondent had taken the better car and left me with a
12 twelve year old broken down car that had bad tires and brakes. I
13 needed a van to conduct my fledgling art business to drive long
14 distances for some of my shows at odd hours. This was the only way
15 I had to earn a living. I was given \$1800 by the court for the
16 purchase of the van, so Respondent was given \$1800 as well. I asked
17 Respondent to co-sign a loan to buy the van, to which he agreed
18 since all the credit was in his name. After I purchased the van, he
19 reneged and left me in the position where I had to pay the money or
20 lose my deposit. I dug into my \$5,000 and paid for the van.
21 Respondent then demanded half of what I had paid and half of any
22 other money I had. I could not believe his greed. He told me that
23 he was going to starve me out, that I deserved nothing, and that
24 everything was his.

25 13. During this time, we had gone to court several times
26 for settlement purposes. Each time Respondent would throw a temper
27 tantrum, nothing would get resolved, and the court would give each
28 of us \$500 from our savings. Of course, my \$500 went to Mr. Gibbs.

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A:\M\STAND.DOC

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09/14/72
ARJUN:YIM REC

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1 Respondent received his share even though he had a steady income.
2 I believe that this was his clever way to drain me and to avoid
3 paying child support. Needless to say, I was being quickly drained
4 and my fledgling art business could certainly not support me and our
5 children.

6
7 14. One day, after Respondent moved from our home, Mr.
8 Gibbs asked me to come to his office in the late afternoon. After
9 discussing my divorce situation, he invited me to go out with him
10 for a drink at the Fireside Inn across the street from his office in
11 Encino. Later we went back to his office and he successfully
12 seduced me. I was very vulnerable and felt that I was totally
13 frigid because Respondent used to rape me if I said I did not want
14 sex, so consequently I could not respond to him. My sexual feelings
15 had been in a deep freeze for so long that I was amazed that I could
16 respond to Mr. Gibbs. He was very attractive and attentive and I
17 fell completely in love with him. I had had no kindness in so long
18 that I could not remember what it was like to be treated like a
19 woman. The affair went on for several months. One time he came to
20 the house and the rest of the time I would meet him at his office
21 after hours.

22 15. After the second time we had a sexual encounter, Mr.
23 Gibbs introduced me to his private investigator who he said was
24 going to do some work for him. His investigator, a very tall, large
25 man, invited me out for dinner. I was flattered and accepted. He
26 told me he lived across the street from the Fireside Inn and asked
27 if I would meet him at his apartment and we would go to dinner at
28 the Inn. I did not see anything wrong with this (I was very naive,
29 having been married for 16 years), so I went to his apartment. He

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1 became very amorous and when I resisted his advances, he tried to
2 force himself on me and tear my clothes off. Apparently, Mr. Gibbs
3 had told him of our encounters and offered my name as an "easy
4 woman". I hit him on the head with a lamp and ran, leaving my
5 jacket there. I ran to my car and locked myself in. He came out,
6 apologized, and returned my jacket. I was shaking and hysterical.
7 This certainly did not do much for my self-esteem.

8 16. Mr. Gibbs and I continued our relationship for a
9 several of months, meeting at first twice a week. He told me that
10 he had married his wife because she was pregnant, that they had a
11 terrible marriage, and that the reason he stayed was because of his
12 wonderful daughter whom he loved very much. He also told me that
13 now that he was over forty that he was worried about his sexuality,
14 that he was having a problem getting an erection. He said that I
15 could help him with this. Each time, we made love on the brownish
16 leather couch or on the floor of his office. He would lock the door
17 and convince me not to worry about anyone walking in. It got to the
18 point where whenever I met with him to talk about my divorce, it was
19 understood that we would be making love afterwards.

20 17. One evening, after making love, he told me that he
21 could not see me for a week--that he was busy. Then he told me one
22 evening that he could not see me anymore because he was interested
23 in someone else. I was devastated after Mr. Gibbs broke off our
24 relationship. I thought I had found both an attorney and a
25 boyfriend. I thought I was in love with him. After the break-up I
26 became very depressed.

27 18. Thereafter, Mr. Gibbs continued as my attorney but he
28 seemed to lose interest in the case. When I told him that I was

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1 worried about child support, that Respondent had refused to work
2 during much of the prior five years, he replied that the court could
3 not make him work. When I told him that I knew nothing about
4 Respondent's patents, he said that he thought it was a big joke,
5 that they were worthless. He was more concerned that the patent
6 attorney Greg Roth of Fraser and Bogucki, wanted the bank account
7 and proceeds from the sale of the house to satisfy Respondent's
8 legal bills, which were approximately \$10,000. He also told me that
9 I could be forced to sell the house. Meanwhile, we kept going back
10 to court, and Mr. Gibbs told me he was powerless since Respondent
11 was impossible to deal with. I felt abandoned by Mr. Gibbs, both
12 legally and emotionally.

13 19. During one of the hearings, Respondent and I talked
14 in the hall and I asked him what he wanted. He said, "I want
15 everything," including for me to sign a blank income tax return. He
16 said he would consider letting me keep the house if I gave him
17 everything else, but we would have to pay the patent attorney what
18 he wanted. Of course, since I had very little available money, this
19 was impossible without selling the house.

20 20. Mr. Gibbs then set up a meeting with Greg Roth of
21 Fraser and Bogucki, Respondent and myself. My attorney, Mr. Gibbs
22 offered to make a deal with Fraser and Bogucki such that my share of
23 the savings account would be given to them if they would not hold me
24 responsible for any remaining portion of the remainder of their
25 legal fees for services rendered in connection with Respondent's
26 patent work. They refused this offer. They stated that they wanted
27 to remain working for Respondent and that they believed in him.
28 They told me that they would look only to Respondent for the payment

DATE: 09/16/92
BY: JLM/STH/DEC

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1 of their bills, if I would sign away all of my right, title and
2 interest in our joint patent rights. In other words, if I would
3 give up all of my patent rights, they would sign a waiver absolving
4 me of any responsibility for their outstanding legal fees.

5 21. As one could clearly imagine, I was very emotionally
6 distraught at this time. Respondent had degraded and abused me
7 throughout the entirety of our marriage. I was too frightened for
8 years to leave Respondent. Once I gathered my strength to leave
9 him, I hired Mr. Gibbs only to have him seduce me and commence a
10 sexual affair with me. I fell in love with Mr. Gibbs. Thereafter,
11 Mr. Gibbs abruptly ended our relationship. We were still in the
12 middle of our divorce proceeding. I was further demoralized by the
13 breakup of my affair with Mr. Gibbs. I was abandoned by my husband
14 and abandoned, both legally and emotionally, by my divorce attorney.
15 Of course, while all of this was going on, I was trying to protect
16 myself and my children. I wanted to maintain the family residence
17 for the children. Respondent told me that the only way I could keep
18 the house was if I agreed to release my rights to the patents.

19 22. Mr. Gibbs told me the patents were worthless. To my
20 knowledge, Mr. Gibbs did not, at any time, investigate the value of
21 the patents in any way, shape or form. At no time did he or anyone
22 else explain to me the potential value of the patents, nor did any
23 one explain to me that it was possible that I could still end up
24 with the house without releasing my rights to the patents. Mr.
25 Gibbs kept telling me that the patents were worthless and that he
26 could not do anything for me which was better than what Respondent
27 was offering (i.e. my being awarded the house in exchange for the
28 giving up all my right, title and interest in and to the patents).

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1 Respondent threatened me that if I did not agree to this settlement,
2 he would spend every last dime that he had to make sure that the
3 house would be sold and that the children and I would be out on the
4 street homeless and penniless.

5 23. With Respondent's threats and Mr. Gibbs' coaxing, I
6 agreed to release my rights to the patents so I could get the house.
7 Had anyone told me that I would not lose the house if I did not sign
8 the release, I would not have released my rights to the patents.

9 24. As a further example of Respondent's deceit,
10 Respondent told me that he had a judgment against him for \$5000
11 which he insisted on being paid out of the savings. He signed over
12 the house to me and I was to give him the majority of our savings to
13 pay my share of the judgment. I later found out that he never paid
14 the judgment.

15 25. It was also agreed that I would receive \$700.00 per
16 month in child support and \$50.00 per month in alimony. No
17 investigation was made as to an appropriate level of support or as
18 to Respondent's true income. There was no provision made for cost
19 of living increases. A copy of the Judgment setting forth our
20 agreement is attached hereto and incorporated herein by this
21 reference as Exhibit "1".

22 26. It is also noteworthy that, at the time, the house
23 had not appreciated significantly in value as real estate prices
24 were fairly stagnant. Although the house was awarded to me at a
25 value of \$10,000.00 that was its GROSS value. The equity in the
26 home was then approximately \$15,000.00. My attorney Mr. Gibbs had
27 not made any attempt or effort to appraise the house nor did he tell
28

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1 me I was to receive the house at a net value rather than a gross
2 value.

3 27. The fact that Respondent lied to me concerning the
4 potential value of the patents is, in my opinion, unconscionable.
5 Furthermore, Mr. Gibbs made no effort to investigate or appraise the
6 value of the patents. I am not computer literate so I certainly did
7 not know their value. My education was in Chemistry and Math, not
8 in computers. I was desperate to feed and support my children, so
9 I signed the agreement. My husband came to the house and removed
10 everything that he wanted, including all the paper work relative to
11 his business finances as well as our personal finances, including
12 all my papers. He took all the furniture he wanted, etc. He also
13 took the old blue Chevrolet, even though that was supposed to be
14 mine. In short, Respondent was dealing with me as he had throughout
15 our marriage, bullying and abusing me. My attorney was not
16 interested in doing any investigation or analysis or otherwise
17 protecting my interest throughout the entirety of divorce. I felt
18 alone and abandoned and I had absolutely no choice but to sign the
19 agreement.

20 28. Respondent had been litigating over the rights to the
21 patent over the microprocessor and other inventions until the U.S.
22 Patent and Trademark Office finally awarded him the patent rights.
23 The first I heard of Respondent winning any rights over the patent
24 was on September 16, 1991, when he gave a copy of the patent (a
25 lengthy document that has small, detailed descriptions of the
26 invention) to my daughter Beth for her birthday. I did not know the
27 impact or effect of the patent until I saw an article in the L.A.
28 Times on November 7, 1991. A copy of this article is attached and

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1 Respondent threatened me that if I did not agree to this settlement,
2 he would spend every last dime that he had to take me out.

1 incorporated herein as "Exhibit 2". The article indicated that
2 Respondent could receive "tens of millions of dollars" for the
3 royalties. In an article in the Investor's Business Daily, on March
4 27, 1992, I read that Respondent had thus far "amassed an estimated
5 \$70 million in royalties from seven of the world's largest consumer
6 electronic manufacturers, including Sony Corp. and M.V. Philips."
7 A copy of said article is attached and incorporated herein as
8 "Exhibit 3". I am also informed and believe that Intel owes
9 Respondent so much money, that Respondent will now own the entire
10 company! Until November of 1991, I had no idea that the patent
11 would be worth so much money.

12 29. I had placed my confidence in Mr. Gibbs, who abused
13 that confidence by having a sexual affair with me and shortly
14 thereafter abandoning me in the pursuit of my legal rights. I had
15 been abused and deceived by Respondent whose physical and emotional
16 abuse made me succumb to his demands. The money Respondent is
17 receiving now is proceeds from my marital labor. While Respondent
18 worked to develop his computer chip, I was his slave--the person who
19 did everything for him, including feeding him, taking care of his
20 children, receiving his physical strikes and emotional abuse, and
21 providing a worn and tired body for his sexual demands. Due to the
22 threats by Respondent and the nearly lack of representation on the
23 part of my attorney, I was fraudulently deprived of millions of
24 dollars.

25 30. A couple of years ago my son, David, was murdered by
26 persons unknown. I alone have financed the majority of Beth's
27 bachelor's degree except for a minimal contribution by Respondent,
28 and now she would like to obtain a degree in physical therapy.

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1 Unfortunately I cannot afford to pay and Respondent refuses. Even
2 though he has millions and millions of dollars, he refuses to
3 contribute at all to Beth's education. The only thing he gave her
4 was a birthday present last year--which was a copy of the patent.
5 Only now is Respondent beginning to help Danny with his education
6 financially.

7 31. Based on the foregoing, I respectfully request that
8 the Court set aside those provisions of the Judgment of Dissolution
9 and the Integrated Marital Property, Custody and Support Agreement
10 dealing with property division and the rights to the patents applied
11 for during the marriage.

12 I declare under penalty of perjury that the foregoing is
13 true and correct. Executed this 16 day of September, 1992 at
14 Beverly Hills, California.

15
16 *Priscilla Maystead*
17 PRISCILLA MAYSTEAD
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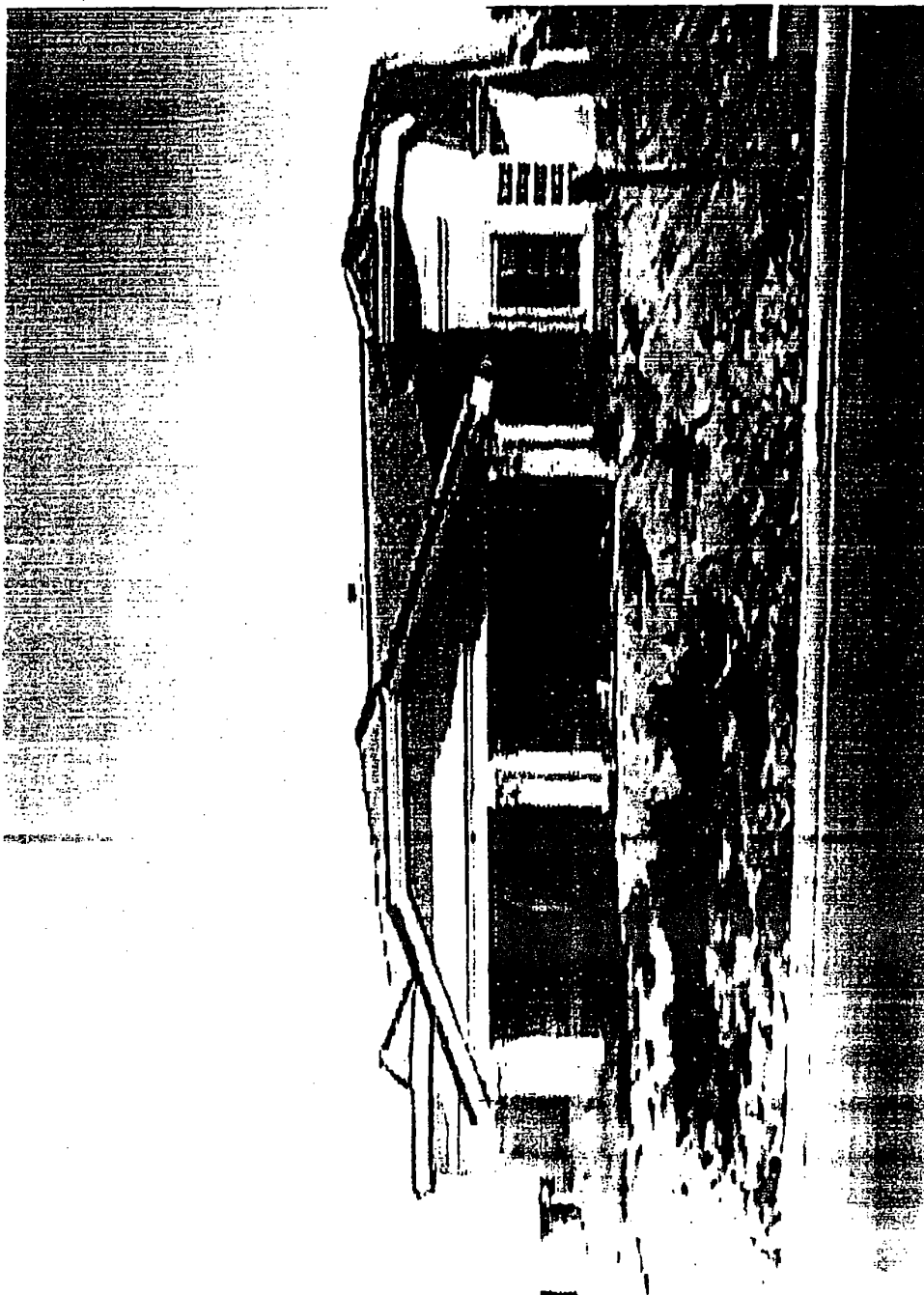
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1 incorporated herein as "Exhibit 2". The article indicated that
2 Respondent...



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SUPERVISING PROBATE JUDGE

Superior Court of the State of California

County of Orange

San Joaquin, California 92702

A- 145624

Case No.

FILED

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GENERAL INSTRUCTIONS TO ESTATE REPRESENTATIVE

You have been appointed a representative of an estate by this Court. As such representative you become an officer of the Court and assume certain duties and obligations. An attorney is best qualified to advise you regarding these matters, but you should clearly understand the following:

GARY L. GRANVILLE, County Clerk

1. In managing the property of the estate you have several duties. You may not profit from your position as a representative, or, without prior court hearing and order, enter into any financial transaction with the estate. You must manage the estate's assets with the care of a prudent person dealing with the property of another. You must be cautious and you may not speculate. You must maintain adequate property, casualty and liability insurance. You must file tax returns and pay any taxes owing.
2. You must keep the money and property of this estate separate from your own and must never commingle them with your own or other property. When you open a bank account for the funds it must be in the name of the estate by its fiduciary (yourself). The securities of the estate must not be held in your name personally. You may not borrow from the assets and you should not make any distribution to anyone without first getting Court authority.
3. All disbursements should be made by check from the estate account and a detailed record kept of all receipts.
4. You may reimburse yourself and your attorney for official court costs paid by either of you, including charge of the County Clerk and the premium on your bond. **YOU MAY NOT PAY FEES TO YOUR ATTORNEY OR TO YOURSELF WITHOUT PRIOR ORDER OF COURT.**
5. Within three months after your appointment you must file with the Court an inventory of all money and other property belonging to the estate and held by you. You must arrange to have a Court-appointed referee fix the value of such property and the inventory and appraisal must then be filed with the Court. (The representative, rather than the referee, determines the value of certain "cash items" and your attorney will advise you as to this procedure.)
6. You should consult with your attorney before you sell, lease, mortgage or invest the property of the estate to determine if a Court order is required.
7. Within one year after you have qualified as an estate representative, if your estate does not require filing of a federal estate tax return, and within 18 months if such a return is required, you must file a final account and petition for distribution of the estate or a verified report of the status of administration.
8. If you are a special administrator, your powers and duties may be more restricted than as stated above. Consult your attorney before you act.
9. If money is held in a blocked account, you may not withdraw any amount without a prior Court order.
10. The above is not intended to be an all-inclusive list of your duties and obligations. If you have any questions concerning your duties or responsibilities, ask your attorney before you act and/or petition the Court for instructions.

SUPERVISING PROBATE JUDGE

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I have read and understand the above instructions and acknowledge receipt of a copy of same.

My Social Security No. is 069-30-9992

My Driver's License No. is F0566131 (4)

DATED

11/7/88

Gilbert P. Hyatt

ESTATE REPRESENTATIVE
GILBERT HYATT

ARA00487

AA001549

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address): JOHN G. BRADSHAW PROFESSIONAL LAW CORPORATION PENTHOUSE SUITE 600 WEST SANTA ANA BOULEVARD SANTA ANA, CALIFORNIA 92701		TELEPHONE NO.: 667-0487	FOR COURT USE ONLY
ATTORNEY FOR (Name): Executor State Bar No. 37814			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE 700 Civic Center Drive West Post Office Box 838 Santa Ana, CA 92702-0838			
ESTATE OF (NAME): ANNA HABER HYATT, DECEDENT			
NOTICE OF HEARING (Probate)			CASE NUMBER: A-145624

This notice is required by law. This notice does not require you to appear in court, but you may attend the hearing if you wish.

1. NOTICE is given that (name): **Gilbert Hyatt**
 (representative capacity, if any): **Executor**
 has filed (specify):* **First and Final Account and Report of Executor and Petition for Its Settlement, for Allowance of Executor's Commission, for Ordinary Fees of Attorney Bradshaw, for Extraordinary Fees of Attorney McCaffrey, and for Final Distribution,**

2. You may refer to the filed documents for further particulars. (All of the case documents filed with the court are available for examination in the case file kept by the court clerk.)

3. A HEARING on the matter will be held as follows:

Date: Oct. 1, 1991	Time: 9:00 am	Dept.: 3	Room:
Address of court <input checked="" type="checkbox"/> shown above <input type="checkbox"/> is:			

John G. Bradshaw ☒ Attorney or party **JOHN G. BRADSHAW**
 (TYPE OR PRINT NAME) (SIGNATURE)

Date: September 5, 1991 ☐ Clerk, by _____, Deputy

4. This notice was mailed on (date): _____ at (place): Santa Ana, CA

(Continued on reverse)

* Do not use this form to give notice of hearing of the petition for administration (see Probate Code, § 8100).

Form Approved by the
Judicial Council of California
DE-120 (Rev. July 1, 1989)

NOTICE OF HEARING
(Probate)

Probate Code, §§ 1211, 1215, 1218, 1230

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F0182-37.11 (R6-89)

ARA00488
AA001550

DATE OF (NAME):

ANNA HABER WYATT,

NUMBER:

A-145624

DECEDENT

CLERK'S CERTIFICATE OF ☐ POSTING ☐ MAILING

I certify that I am not a party to this cause and that a copy of the foregoing Notice of Hearing (Probate)

1. ☐ was posted at (address):

on (date):

2. ☐ was served on each person named below. Each notice was enclosed in an envelope with postage fully prepaid. Each envelope was addressed to a person whose name and address is given below, sealed, and deposited with the United States Postal Service at (place): , California, on (date):

Date:

Clerk, by _____, Deputy

PROOF OF SERVICE BY MAIL

1. I am over the age of 18 and not a party to this cause. I am a resident of or employed in the county where the mailing occurred.

2. My residence or business address is (specify):

600 W. Santa Ana Blvd., Suite 1100, Santa Ana, CA 92701

3. I served the foregoing Notice of Hearing (Probate) on each person named below by enclosing a copy in an envelope addressed as shown below AND

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

4. a. Date mailed: Sept. 5, 1991

b. Place mailed (city, state): Santa Ana, CA

5. ☒ I served with the Notice of Hearing (Probate) a copy of the petition or other document referred to in the notice.

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

Date: September 5, 1991

D. Weir

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

NAME AND ADDRESS OF EACH PERSON TO WHOM NOTICE WAS MAILED

See attached list.

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