IN THE SUPREME COURT OF THE STATE OF NEVADA Case No. 80884

FRANCHISE TAX BOARD OF THE STATE OF CALIFORNIA

Appellant

Electronically Filed Oct 01 2020 07:17 p.m. Elizabeth A. Brown Clerk of Supreme Court

v.

GILBERT P. HYATT

Respondent

On Appeal from the Eighth Judicial District Court, Clark County
Case No. A382999
THE HONORABLE TIERRA JONES, District Judge, Department X

APPENDIX TO RESPONDENT'S BRIEF ON BEHALF OF GILBERT P. HYATT - VOLUME 3 OF 17

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Chronological Index

Doc No.	Description	Vol.	Bates Nos.
1	Court Minutes re: case remanded, dated September 3, 2019	1	RA000001
2	Plaintiff Gilbert P. 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, filed October 15, 2019	1, 2, 3, 4	RA000002- RA000846
3	Exhibits 14-34 to Plaintiff Gilbert P. 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, filed October 15, 2019	4, 5, 6, 7, 8	RA000847- RA001732
4	Exhibits 35-66 to Plaintiff Gilbert P. 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, filed October 15, 2019	8, 9, 10, 11, 12	RA001733- RA002724
5	Exhibits 67-82 to Plaintiff Gilbert P. 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, filed October 15, 2019	12, 13, 14, 15, 16	RA002725- RA003697
6	Exhibits 83-94 to Plaintiff Gilbert P. 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, filed October 15, 2019	16, 17	RA003698- RA004027

7	Correspondence re: 1991 state income tax balance, dated December 23, 2019		RA004028- RA004032
8	Court Minutes re: motion for attorney fees and costs, dated April 23, 2020	17	RA004033- RA004034

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CERTIFICATE OF SERVICE

Pursuant to NRAP 25, I certify that I am an employee of HUTCHISON & STEFFEN, PLLC, and that on this 1st day of October, 2020, I caused the above and foregoing document entitled **APPENDIX TO RESPONDENT'S BRIEF ON BEHALF OF GILBERT P. HYATT - VOLUME 3 OF 17** to be served by the method(s) indicated below:

	via U.S. mail, postage prepaid;
<u>X</u>	via Federal Express;
	via hand-delivery;
	via Facsimile;
upon the following person	on(s):

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Pro: \ddress: \frac{7570}{}	PALMURA	
!:.,er's Name(s): DILBOTA	PHYATT	
Seller's Name(s): RURATIA	L KELOCTON MANAGEME	24
Date of Original Offer: Per 12, 199	1 a Goal Courded offel	De 16, 191
The Origina, Offer tendered on the above hereby modified as follows:	e described properly is not acce	pled in its present form and
YURGHAST Price of	be #225,000	ALL CASH.
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OTHER TERMS AT III		
OTHER TERMS: All other terms to remain above.	the same as the Original Offer	and Acceptance referenced
RIGHT TO ACCEPT OTHER OFFERS: Self and selfer's acceptance of all the terms and as evidenced by all parties signatures on th dc n' to both the buyer and selfer or t	conditions of the Cricinal Offer	and Counter Offers, if any
EXPIRATION: This Counter Offer shall expir as shown below.	e within 48 hours from the	ate and time of its execution
Date:	Saller:	
Time:	Seller :	
Dale: <u>JAN 8, 1992</u> Time: 9:05 ATM	Buyer X Gullet V.	Hest -
Time: 9:05 AM	Buyer:	7
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The Prudential A

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Reposited Olysion 3320 W. Sahara Ave., \$150 Lai Vegas, NV 89102 (702) 251-1000 + Fax (702) 251-9064 5 De Protecco Real Euros Addison. 192

	CQUNTER OF	ER -	
Property Address:	7570 PALMYRA		
Buyer's Name(s):	GILBERT P. HUATT		
Seller's Name(s):	PRUDENTIAL RELICION	A MAJACENENT	
Date of Original Offer: 12/	12/91: COUNTERS 12/16/9		
The Original Offer lendered on hereby modified as follows:	the above described property	is not accepted in its present for	n and is
<u> </u>	e to be \$235,0	DO ALL CASH	
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OTHER TERMS: All other terms above.	to remain the same as the Orig	inal Offer and Acceptance refer	enced
RIGHTTO ACCEPT OTHER OFF and seller's acceptance of all the as evidenced by all parties signal documents to both the buyer and	terms and conditions of the Ori tures on those documents and seller or their respective agen	ginal Offer, and Counter Offers, lurther by the delivery of those s is.	it any, iigned
EXPIRATION: This Counter Offer as shown below.	shall expire within <u>48</u> hours	from the date and time of its exec	cution
Date:	Seller:	,	
Time:	Seller:		·
Date: 1/22/92	Buyer: () ERGAL		441
Time: 11:28Am	Buyer: MRIGH De	EIGNETURES IN TOURD	
	0000141	The Prudential Hallmark Realty An indopendently owned and operated member of The Prudendal	confidential H 01995

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MactionEsi (IMsion 3320 W. Sahara Ave , \$150 Las Veges, NV 99102 [702] 251-1000 - Fax [702] 251-9064

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		COUNTER OFFE	R
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Buyer's Name(:	i): <u> </u>	to P. Husse	
Seller's Name(s		TIPL RELOCATION	MANACEMENT
Date of Original	· —	Comitens 12/16/	1/8/12
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THER TERMS: bove.	All other terms to remain	in the same as the Origi	nal Offer and Acceptance reference
nd seller's accel	plance of all the terms ar	nd conditions of the Origonal those documents and f	accept any other offer prior to buyer final Offer, and Counter Offers, if any urther by the delivery of those signer s.
XPIRATION: The shown below.	is Counter Offer shall exp	pire within <u>48</u> hours	from the date and time of its execution
ale:		Seller:	
ima:		Saller .	
ate:	1/16/92	Buyer: VELGA R.	SUPERINO TO FOREST
ime:	10:00 Am	Buyer: OCK-JA	Syntherico to forces
			The Prudential &
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EXHIBIT 13

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METROSCAN PROPERTY REPORT

Clark County

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* Date: 03/10/92	* Prepared For: WALT / VIP REMAX	
* Report Type: Single Parce	1 * Prepared By: DON KEMP	7
* Sort Type: PARCEL	*	7
* Parcels Printed: 1	* Company: FIRST AMERICAN TITLE	4
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	ARCH PARAMETERS *	
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First United Rome Warranty Inc.

B	K 4-11 1	.~
DATE 3-31-92 INSPEC	, ,,,,,	91
NAME GIL HYATT 735	7668 REALTOR	
ADDRESS 7335 TARA	<u> </u>	
		_ AGE SQ. FT
	NSPECTED AND RESULTS NOTED:	
KITCHEN: DISHWASHER	STOVE OVENS TRASH	COMPGARBAGE DISP
		T RANGE HOOD
	TUBSHOW	
		WERSINK
ELECTRICAL	EXHAUST FA	AN
	TUB SHOW	
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HEATING: #1 #2	2 DUCTWORK #	1 EUTRY_MTH(F)=2
AIR CONDITIONING: #1	#2	SWAMP COOLER
WATER HEATER:		
MASTER BEDROOM: PORS PO A	JILOCK GARAGE	:
1 st BEDROOM:		
I WANG BOOK	DIMINO DOOM:	Bottleson with 2-01 Mgs
LIVING ROOM:	DINING ROOM:	_ FAMILY ROOM: WAKUL-ON DOCK
LIVING ROOM:	DINING ROOM:	_ family room: <u>waking-on loo</u> rs heater
OPTION: POOL FILTER PUMP	DINING ROOM: SPA FILTER	_ family room: <u>waking-on loo</u> rs heater piping
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Business License

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Otticers and rounding Orec S Richard H. Bowler Michael W. Kern L. Ralph Piercy Revelle B. Taylor PIERC. WILLER, TAYLOR & KERN
CERTIFIED PUBLIC ACCOUNTANTS, LTD.
A Professional Corporation
A Member of the AICPA
SEC Practice Section

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

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

November 25, 1992

Mr. Gilbert Hyatt P.O. Box 60028 Las Vegas, Nevada 89160

Dear Gil:

We have prepared and enclosed, in duplicate, the City of Las Vegas Business License Application and the State of Nevada Business License Application.

City of Las Vegas Business License Application
The application needs to be signed and dated and filed with the
City of Las Vegas, Department of Business Activity, P.O. Box 1900,
400 E. Stewart Ave., Las Vegas, Nevada 89125 as soon as possible.
Prior to filing this application, please fill in your date of
hirth.

State of Nevada Business License Application
The application needs to be signed, dated and title inserted and filed with the Department of Taxation, Business Tax, P.O. Box 98596, Las Vegas, Nevada 89193-8596 as soon as possible. A check in the amount of \$25 should accompany this application.

The copies are for your files. Addressed envelopes have been provided for your mailing convenience.

Yours truly,

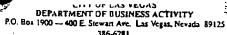
PIERCY, BOWLER, TAYLOR & KERN

Michael W. Kern

MWK:mll Enclosures

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DEPARTMENT OF BUSINESS ACTIVITY
P.O. Box 1900 — 400 E. Stewart Ave. Las Vegas, Nevada 89125
386-6281
BUSINESS LICENSE APPLICATION
I Questions Must Be Answered. Please Print In Black Ink Or Have Typed.
Is sobmitted to the Planning and Fire Departments for approval. A Use Permi or Variance may be required actions of the business. Other conditions may be immosate before an application can be considered for anomalism of the business. Other conditions may be immosate before an application can be considered for anomalism of the business.

Purpose of Application: CHECK APPROPRIATE BOX NEW BUSINESS	ES DATE BUSINESS	TO BEGIN: Licen	se No.
REINSTATEMENT		Licen	ic No.
	····		· ·
CHANGE IN OWNERSHIP Former Owner(Licen	ic No.
		Licens	e No.
CHANGE IN MAILING ADDRESS Former Address		Busion	ss Phone Nos.;
CHANGE IN CORP. OFFICERS Former Officert Corporate Name (If Applicable):	1)		···
Dring Business As (DBA)			
GILBERT HYATT Serect Number Direction Street Name			
6600 W. CHARLESTON BOULEVAR	D	Seice 118	Zip 89102
6600 W. CHARLESTON ROULEUAD	D .	118	Zip 89102
Type And Concise Description Of How Business Will Bo INVENTOR - LCD/COMPUTERS	Conducted (Including	g Storage Of Merchandise Or Equ	ipment):
			· · · · · · · · · · · · · · · · · · ·
		-	
Description Of Business Address: New Construction	Remodeled (Existing Structure	License Hang [2]
Nevada State License: Nevada Sales Tax Permit No.	C.C. Health Pers	nit No.: Other Licenses:	Forecal
Applicant Is: Sole Proprietor Corporatio	· · · · · · · · · · · · · · · · · · ·		
Partnership Associatio		ent Agenti	
Owner/Principal Name: GILBERT HYATT		Tale	Date Of Birth:
Residence: \$1230		PROPRIETOR	7/26/1938 Residence Phone
P.O. BOX 6993€8			871-9899
LAS VEGAS	State: NEVADA	Tip. 19160 89180	Social Security No. 069-30-9999
Owner/Principal Name:		Title:	Date Of Birth:
Residence:	`	·····	Residence Phone
City:	State:	Zi gr.	Social Security No.
Owner/Trincipal Name:		Tele	Date Of Birth:
Residence			
Cay:			Residence Phone
·	Same:	Zipt	Social Security No.
Local Manager (If Applicable) Name:			Date Of Birth:
Residence:			Residence Phone
City:	Suic:	Zip:	Social Security No.
			·
Telephone Number To Be Consected For Pretiminary Inspect			
LICENSE HANG CERTIFICATION: Applicant(s) declare pusiness vehicle at applicant's residence (not to exceed one and o	es that no employees wi me-haif tous). Applicant	Il be disparched from his/her resider further declares all Business will be o	nce and will park no more than one
	• • • • • • • • • • • • • • • • • • • •		The state of the s
Gelbert P. Hyart			•
Signature			
CERTIFICATION: I the undersigned have answered all que wither understand that disclosure of any false, misleading or our authorize the conduction of any false.			
not authorize the conducting of any Business for which a Lic- grounds for denial of a License.	ense is required, and an	y carrying on of such Business before	He a License is issued may also be
- Chille + DAI -	-1.		
Signature 12/1	<u>0/97</u>		
	DC	Uept. S	ignature Date

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CONFIDENTIAL 1.1 0200<u>4</u>

STATE OF NEVADA		71 30
BUSINESS TAX RET	Account Number C-0169477	
Mail Original To:	For Department Use Only	
NEVADA DEPARTMENT OF TAX	ATION	ļ
P+0-80X 98596		ĺ
LAS VEGAS, NV A9193-6598		
Γ	–	ļ
GILBERT HYATI	Or 30 g3	
LLOO W CHARLESTON BL #	This return is for the quarter ending 06-30-93	
LAS VEGAS NV 89105	and is due no later than 06-30-93	
Ĺ	IF POSTMARKED AFTER DUE DATE,	
	PENALTY AND INTEREST WILL APPLY # the name or address as shown is incorrect, or ownership has change	4 04 ,000
	are no longer in tusiness, nolity the Department of Taxation immedia	italy
	ST FILE A RETURN EVEN IF YOU OWE NO TAXES RUCTIONS ON REVERSE SIDE OF RETURN PRIOR TO COMPLETION	
	Actual Average No. of Employees NONE	
METHOD TO Any frai	ction of an employee amounts to one additional employee	ı
DETERMINE	DD A See reverse side for Method A worksheet	}
NUMBER OF	00 B Divide your quarterly payroll by the Average Wage Factor	
EMPLOYEES (see back for methods)	The first desired by the receipt region of t	
Ave	rage Factor 3,229.00	}
You have choose	,	
Metrico	D.C. Divide your quarterly payroll by a special Average Wage Factor, if approved. Multiply by 1.33. See reverse side	
METHO	D D Temporary employee industry. See reverse side	
Check	here if you have an extension	
CALCULATION		J 1
OF TAX 1. Average num	nber of employees during current quarter	
	d A B, C or D NONE	
Z IAA DOE (III	om tax tables on reverse side) NONE	
IF 3. Penalt	y 10% of Line 2	
LATE 4 Interes	st 1.5% of Line 2 per month or portion of month late	
5 Phrs a	mounts due from prior quarters	
6. Less o	credit previously approved	
7. TOTAL DUE	NONE	
B. TOTAL REM	TITED (Maha checks payable to Nevada Department of Taxation) NONE	
DO NOT COMBI	NE PAYMENT OF THIS TAX WITH ANY OTHER TAXES	
This return must be signed Thereby certify that the information on the	his report and any attachment is true and correct.	
This to Aline	Name of Propage 4 other Stead owner	
TEDOO	ONNELS	
CWNER 069	1-30-9339 [702] 8/1-9899 [5/29/93	
COMPLETE BUT	T DO NOT DETACH THIS COUPON - BANK USE ONLY	
TATE OF NEVADA		
BUSINESS TAX RETURN	Account Number C-0169477	
	N COUPON	
GILBERT HYATT	This return is for the quarter ending 06-30-93	
PPOR M CHARLEZION BE #778		•
LAS VEGAS NV 89102	TOTAL REMITTEDNONE	
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STATE OF NEVADA	Account Number 20169477
BUSINESS TAX RETURN	For Department Use Only
Mail Original To: NEVADA DEPARTMENT OF TAXATION	
P-0-BDX 98596 AS YEGAS, NV 69193-8596	
GILBERT HYAIT 1100 ELTON AVE #1000	This return is for the quarter ending <u>OL-30-94</u>
SESS-TOLPS VN SADAY SAJ	and is due no later than 07-31-94
L	IF POSTMARKEDAFTER DUE DATE, PENALTY AND INTEREST WILL APPLY
PLEASE READ INSTRUCTIONS ON REVERSE	
CALCULATION OF HOURS	
	TOTAL HOURS
NUMBEI EMPLO	Not to exceed the hours per
Full-time employees	full-lime employee
2. Part-time employees	
3. TOTAL HOURS	NONE
4. TOTAL HOURS DIVIDED BY 468=	(#FTE EMPLOYEES)
(From Line 3)	
CALCULATION OF TAXES 5. Number of full-time equivalent employe	nes during current quarter. NONE
6. TAX DUE \$25.00 per Employee	NONE
7. Penalty 10% of line 2	
8. Interest 1.5% of line 2 per r	nonth or portion of month late
9. Plus amount due from prior	quarters
10. Less credit previously appr	oved
ILTOTAL DUED TO THE	NONE NONE
12. TOTAL REMITTED (Annue during payable	
DO NOT COMBINE PAYMENT OF THE	IS TAX WITH ANY OTHER TAXES
I hereby carlify that this information on this report and any attachment is live and or	orioci. The of Property & college States States (sewest)
Chillest of Hatt	IERCY, BOWLER, TAYLOR & KERN
OWNER 1069-30-9999	702] 384-1120
COMPLETE BUT DO NOT DETACH:	THIS COUPON BANK USE ONLY
TATE OF NEVADA	6 50 505
USINESS TAX RETURN COUPON	Account Number C-0169477
This re	turn is for the quarter ending DL-30-94
GILBERT HYATT . 610B ELTON AVE #100G	
LAS VEGAS VM 2ADAT SEZS—TOTES VM 2ADAT	REMITTED Case Constitution NONE
	PARTITION OF CASE STANDARDS

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STATE OF NEVADA	LICENSE NUMBER: C-0169477
BUSINESS TAX RETURN Hail original to: NEVADA DEPARTMENT OF TAXATION	For Department Use Only
P.0.80X 98596	·
BP28-EP48 UP Decor or was and our or man AP28-EP4P8 BY THE THE THE THE APIC OF THE APIC	time, subject?
GILBERT HYATT 5100 ELTON AVE #1000	Isters for quarter sedley 09-30-94
BERS-TOLPB VM RADBY ZAJ	due so later than \$0-31-94
	IF POSTMARKED AFTER DUE DATE, PENALTI AND INTEREST WILL APPLY
	If the asse of Address as shown is incorrect or if eventship has changed, notify the Department of Taxation immediately.
A RETURN HUST BE ELLED EVEN	LIC NO TAX LIABILITY EXISTS AND S
CALCULATION OF HOURS	
NUMBI EMPL	OYEES TOTAL HOURS
WORKING	IN NEVADA Not to exceed 468 hours per employee
1. Full-time employees	
2. Part-time employees	
3. TOTAL HOURS	0
4. TOTAL HOURS 0 DIVIDED BY	468 = 0
CALCULATION OF TAX 5. Number of full-time equivalent (from line 4)	employees 0
6. TAX DUE \$25.00 per Employee (L.	ine 5 x \$25.00)
7. Penalty low (Left) per line bear	
8. Interest 1:57 0:55 of the 6	elech Control of the
9. Plus liabilities established by	
10. Less credit(s) approved by the	Department
11. HOTAL MOUNT ON TAND TAXALET	0
12. TOTAL AMOUNT REMITTED WITH RETU	· · •
1 Hake schäckerspapiestonker	da Department of Taxation
RETURN MUST BE SIGNED	any attachaest to be true and correct
Helbert P. Hnett	me of proparer if other than owner
OWNER 069-30-9999	(702) 871 -9899 10/6/1994
COMPLETE BUTTOS HOTYBETACH!	THIE COURDING AND WARE STRONG ON THE
ATE OF NEVADA	N
SINESS TAX RETURN COUPON	LICENSE NUMBER: C-0359477
	eturn is for the quarter ending 09-30-94
GILBERT HYATT 6100 ELTON AVE 01000	
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STATE OF NEVAL	LICENSE NUMB - C-0169477
BUSINESS TAX RETURN Hail original to: NEVADA DEPARTMENT OF TAXATION	For Department Use Only
P.O.BOX 9859L LAS VEGAS, NV Option of the section and the section of the section of the section of the section and the section of the section.	
7	i
GILBERT HYATT 6100 ELTON AVE 01000 LAS VEGAS NV 89107-2538	PP-1E-51 pulbos services 12-31-94
1	due so later than 01-31-95
	IF POSTMARKED AFTER DUE DATE, PENALTY AND INTEREST WILL APPLY if the name or address as shown is incorrect or if ownership has changed,
A RETURN MUST BE FILED EVEN TE HO	
CALCIUA TANA	
CALCULATION OF HOURS	·
Number of Employees	TOTAL HOURS
WORKING IN NEVA	ADA Not to exceed 468 hours per employee
1. Full-time employees 2. Part-time employees	
2. Part-time employees	
3. TOTAL HOURS	NONE
4. TOTAL HOURS DIVIDED BY 468	=
CALCULATION OF TAX 5. Number of full-time equivalent emplo (from line 4) 6. TAX DUE \$25.00 per Employee (Line 5)	· · · · · · · · · · · · · · · · · · ·
7. Penalty 10% (10) of line 6	A STATE OF THE STA
9. Plus liabilities established by the	I I
10. Less credit(s) approved by the Depar	tment
	NONE
12. TOTAL AMOUNT REMITTED WITH RETURN	NONE
(Make checks payable to Nevada De	pantment of Taxation)
RETURN MUST BE SIGNED I harnby cartify the information on this report and any attacking the state of processing the state of the state	•
1111 PAGE 18. OR SOC. SEC. PAGE NOR (702	1871-2899 1/4/1995
COMPLETE BUT DO NOT DETACH THIS C	OUPON - BANK USE ONLY
ATE OF NEVADA	ICENSE NUMBER: C-0169477
	A. W
GILBERT HYATY 6100 ELTON AVE \$1000 LAS VEGAS NV 89107-2538	for the quarter ending 12-31-94
- 1001	UNIT REMITTED NONE
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STATE OF NEVADA	CENSE NUMBER: C-0169477
BUSINESS TAX RETURN Hail original to: NEVADA DEPARTMENT OF TAXATION	For Department Use Only
P.O.BOX 98596 LAS VEGAS, NV Occile to the out of publicate and think at the control of the cont	
GILBERT HYATT 5100 ELTON AVE \$1000	Neturn for quarter ending 03-31-95
LAS VEGAS NV 89307-2538	due so later than 04-30-95
. to	IF POSTMARKED AFTER DUE DATE, PERALTY AND INTEREST WILL APPLY the name or edgress as shown is correct or if ownership has chauged, tify the Department of Inxation inmediately.
A RETURNE HUST BEST DEPREVENTENO	
CALCULATION OF HOURS	
NUMBER OF EMPLOYEES	TOTAL HOURS
WORKING IN NEVAL	A Not to exceed 468 hours per employee
1. Full-time employees	
2. Part-time employees	
3. TOTAL EOURS	NONE
4. TOTAL HOURS DIVIDED BY 468 (From Line 3)	NONE
CALCULATION OF TAX 5. Number of full-time equivalent employed (from line 4)	ees None
6. TAX DUE \$25.00 per Employee (Line 5 x	\$25.00}
Construction (Pino) 455	
9. Plus liabilities established by the De	
	1 1 i
10. Less credit(s) approved by the Departm	eent
TI TOTAL AMOUNT DUE AND PAYABLE	NONE
12. TOTAL AMOUNT REMITTED WITH RETURN	
Make checks payable to Neveda Dep	NONE NONE
RETURN MUST BE SIGNED	
heraby cartify the information on this report and any attache Bigmakers Hose of prop	erer if other than evner
Title FED 10. OR SOC. SEC.8 Phone number	Date
OWNER 069-30-9999 (702)	871-9899 4/10/95
COMPLETE BUT DOUNCE DETACH THIS CO	JPON BANK USE ONLY
STATE OF NEVADA	
BUSINESS TAX RETURN COUPON	CENSE NUMBER: C-D169477
This return is E	or the quarter costed Da-12-95
GILBERT HYATT 6100 ELTON AVE \$1000	
the first terms of the second	T REMITTED NONE
	POSE Providence

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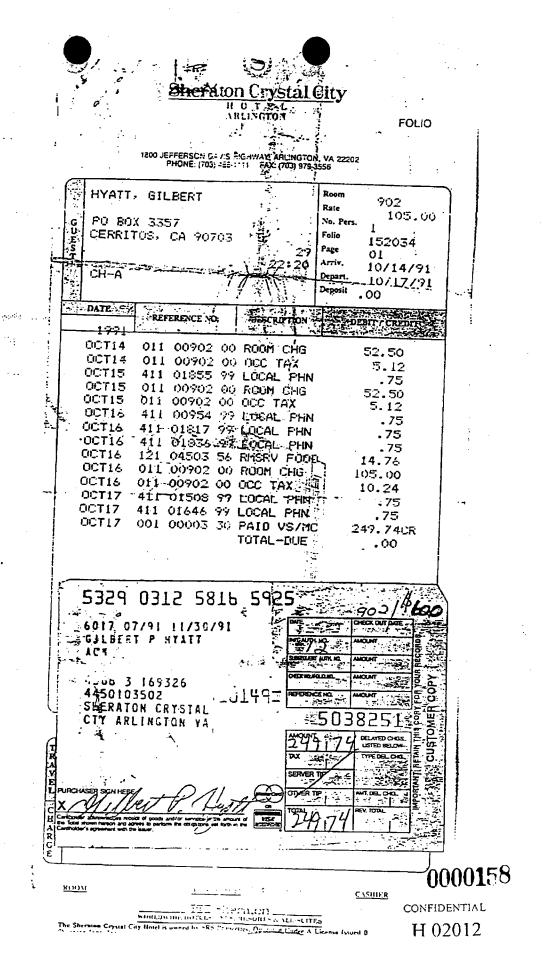
BUSINESS TAX RETURN For Department Use Only NEVADA DEPARTMENT OF TAXATION LAS VEGAS NV 89193-8596 THIS IS YOUR FINAL RETURN. IF FINAL, INDICATE YOUR NEW AND CORRECT MAILING ADDRESS. SUCCESSOR **GILBERT HYATT** Return for quarter ending 06/30/95 6100 ELTON AVE #1000 LAS VEGAS NV 89107-2538 due no later than []7/31/95 IF POSTMARKED AFTER DUE DATE. PENALTY AND INTEREST WILL APPLY If the name or address as shown is incorrect or if ownership has changed, actify the Department of Taxation immediately A RETURN MUST BE FILED EVEN IF NO TAX LIABILITY EXISTS CALCULATION OF HOURS NUMBER OF TOTAL HOURS **EMPLOYEES** Not to exceed 468 WORKING IN NEVADA hours per employee 1. Full-time employees 0 0 2. Part-time employees ក 0 0 3. TOTAL HOURS TOTAL HOURS DIVIDED BY 468 0 (From Line 3) CALCULATION OF TAX Number of full-time equivalent employees (from line 4) 0 6. TAX DUE \$25.00 per Employee (Line 5 x \$25.00) ٥ Penalty 10% (10) for line or Interest 1.5% (10) of thine 6 x eac month past due ; 9. Plus liabilities established by the Department Less credit(s) approved by the Department 11 TOTAL AMOUNT DUE AND PAYABLE O ONFIDENTIA 12. TOTAL AMOUNT REMITTED WITH RETURN (Make checks payable to Nevada Department of Taxation) RETURN MUST BE SIGNED report and any attachment to be true and correct Name of preparer if other than owner hereby certify the nformation TED ID. OR SOC. SEC. Phone sumber

(702)871

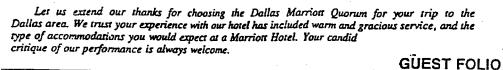
OWNER

10/91 Trip to Washington D.C., Dallas and New York

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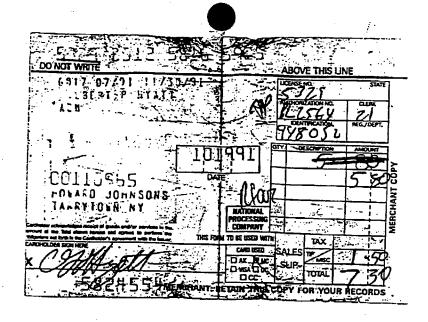


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10/17	ROOM TX	1053, 1	\$6.54				
10/17	CITY TAX	1053, 1	\$7.63				
10/18	ROOM.	1053, 1	\$109.00			*	
10/18	ROOM TX	1053, 1	\$6.54				
10/18		1053, 1	\$7.63				
10/19		013362	\$2.81		•		
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Flooring Guest

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PARKING VOUCHER

Sheraton Crystal City Hotel

1800 JEFFERSON DAVIS HWY ARLINGTON VA 22202 703-466 1111

PLEASE SIGN NAME AND ROOM NUMBER ON BACK OF PARKING TICKET AND PRESENT THIS VOUCHER WITH TICKET TO CASHIER WHEN EXITING GARAGE.

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TOLL STATION NO.

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MARITZ TRAVEL COMPANY

7701 LEGACY DRIVE, MD 1A-120 PLANO TEXAS 75024-4099 214-353-5030 800-356-0663

SALES PERSON: 88

ITINERARY/INVOICE NO. 0262486 **QMSKAY** DATE: 16 OCT

PAGE: 01

CUSTOMER NER: 050374

TO: GILBERT HYATT C/O SHERATON CRYSTAL CITY 1800 JEFFFRSON DAVIS HWY ARLINGTON VA 22202 FEREX 160CT

TERMS: NET 7 DAYS

FOR EMERGENCY ASSISTANCE NIGHTS, WEEKENDS & HOLIDAYS 1/800-325-8156 INTERNATIONAL (CALL COLLECT) 314-997-8156

FOR: HYATT/GILBERT

17 OCT 91 - THURSDAY DELTA AIR LINES INC FLT:571

> LV WASHINGTON NATL AR DALLAS FT WORTH

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COACH 730P

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EQP: BUEING 757

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NON-STOP

RESERVED SEAT HOTEL MARRIOTT HOTELS MC TIALLAS QUORUM 14901 N DALLAS PKWY DAI LAS TX 75240 FONE 214-661-2800

2 NIGHTS OUT-19UCT 1 ROOM ACCOMMODATIONS RATE-109.00USB FER NIGHT SUPERSAVER WEEKDAY RATE

GUARANTEED LATE ARRIVAL CONFIRMATION 81672168

19 OCT 91 - SATURDAY

DELTA AIR LINES INC FLT:224

LV DALLAS FT WORTH AR NEWARK

RESERVED SEAT

120

BREAKFAST

EQP: 727 STRETCH

NUN-STOP

19 NOV 91 - TUESDAY OTHER DALLAS FT WORTH THANKS FOR YOUR BUSINESS

AIR TICKET

BL1354389221

HYATT GILBERT

BILLED TO VI4128541132127

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LESS AMOUNT BILLED TO CO

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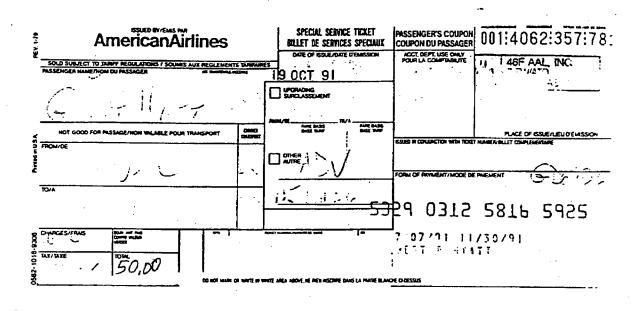
HOTEL IS GUARANTEED FOR LATE ARRIVAL-CANCEL BY SEM DAY OF ARRIVAL TO AVOID BILLING.

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PASSENGER TICKET AND BAGGAGE CHECK	050374 0262496 355
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DELTA AIR LINES INC XXXXX A45339574 HARITZ TRAVEL PLANO TX USLOCTSL	HYATT/GILBERT
HYATT/GILBERT GHSKAY/AA Y 5 OOLL/	BDFW DL571 Y 170CTY EWR DL224 Y 190CTY
TRANSPORTATION* SH7U*&&	*********************
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Mailing Address: P.O. Box 22/76, Fort Lauderdale, Florida 33335 Rent A Car Reservations: 600-327-9633 - Teleu: 803 926 Alama features fine General Motors care like this Buick Regal.

WASH DC. NAT'L - RETURN RECEIPT

RA #/CAR #: 232-697562-8 / M6247607 RENTED: OCT/14/91 21:10 HOURS RETURNED: OCT/16/91 18:12 HOURS LENGTH: 1 DAY 22 HOURS

TIME 54.90T FUÉLS/C 4.54T TAXES 3.86* TOT CHR 63.30 CR. CARD 63.30 BALANCE .00

MILEAGE: 9511 GAS: 7/8
SERUED BY: PHILLIPS, HAYWOOD
CUSTOMER: GILBERT HYATT

A CREDIT OF \$31.81 WILL APPEAR ON MC 5329031258165925 * TAXES ARE 6.50% ON ITEMS MARKED "I". BALANCE INCLUDES 1.9 GALLONS OF GAS AT \$2.39 A GALLON.

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CONFIDENTIAL

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NEUARK AIRPORT RENTAL: 10/19/91 RETURN: 10/22/91 RETURN RA 58H7282-3 1823 1107 U CHESTER ARPT 5269837 08405 FINAL CHARGES RATE CHG DIS 10X TELETRAVEL SERVICES OUN 056 VEH N479810 LIC NY ZNG405 HILES DRIVEN: 163 *TOTAL TAN
NET DUE
TAX 7.000X 7841 JENNIFER CIR LA PALHA CA 90623 : GILBERT P HYATT CAR EXCHANGE RATE WESO RATE CLASS E MIN RENTAL DAYS \$26.75/DLY \$53.50/ 2 \$61.75/ADD DAYS \$61.75/ 1 \$7.00/HR \$ 2.440/GHL TX REFUEL SC \$.122/HI PAID BY HC 5329031258165925 11/91 AUTH: \$000097 \$ 110 10/22/91

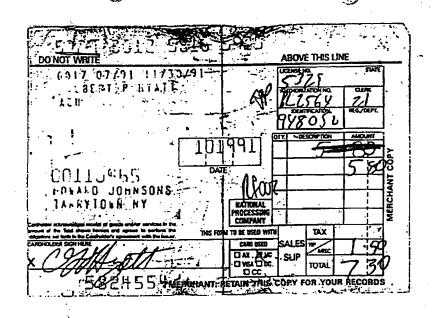
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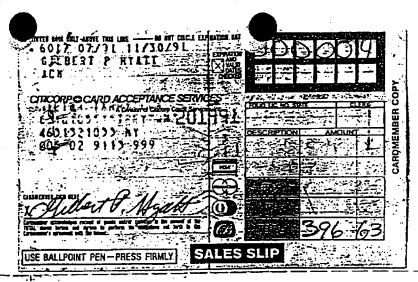
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455 South Broadway Tarrytown, New York 10591

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444 So. Flower, Suite 2030. Los Angeles. CA 90071 (213) 623-7125

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Emergency Numbers:
During Business Hours: 1 (800) 745-1045
After Hours & Weekends: 1 (800) 669-USTS (8787)

PRETTY SCHAOEDER 444 S FLOWER STE 2000 LOS ANGELES CA 90071 ATTN FELICE

HYATT/GIL PRETTY SCHROEDER 444 S FLOWER STE 2000 LOS ANGELES CA 90071 ATTN GIL HYATT

				•		
DATE	AIRLINE	FL/CL	FROM	LEAVE	то	ARRIVE
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THANK YOU

- **AFTER HOURS AND WEEKENDS YOUR **
- EXECUTIVE CODE IS MZ8Ø
- * DISCOUNTED COACH FARE * CHANGES MAY CAUSE FARE INCREASE *
- * CHECK IN SHOULD BE NO LATER THAN 1 HOUR PRIOR TO DEPARTURE *
- * PLEASE SHOW FREQUENT FLYER I.D. AT CHECK-IN FOR MILEAGE CREDIT *

HYATT/GIL

TKT# ØØ1 1362451887

TOTAL \$ 2130.00

OFFICE PICKUP / PICKUP CHECK FOR 4260.00 FOR BOTH TKTS DELIVER WITH TKT FOR GREG ROTH

K9 AORIDO 62

BF \$ 1936.36 TX \$ 193.64

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CONFIDENTIAL

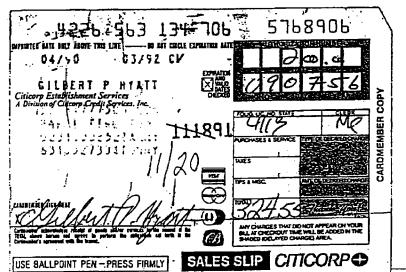
please note important information on reverse. $0000168 \text{H}\ 02023$

Thank you for choosing the Westchester Marriott Hotel on your trip to the Westchester area. We trust your stay was enjoyable, and hope to see you again soon. At your convenience we would certainly appreciate your comments on our "Will You Let Me Know" form. We appreciate your business and continued patronage.

ACCT# 139.00 11/20/91 6165 HYATTZGILBERT 4113 DEPART TIME 17104 色形形 No AMERICA PHILLIPS 11/18/91 TIME ARRIVE FIRM OR GROUP 175 580 WHITE PLAINS RD BK/4226565154706/057 MARTTOWN NY よりごるチ PAYMENT ROOM CLERK ADDRESS CREDITS BALANCE DUE DATE REFERENCE CHARGES 1257-600 1.05 11/18 LOC/ACCS 1602-LOC .75 139.00 11718 ROOM 6163, 1 7.38 11718 ROOM TX 6163, 1 ULZ18 CTY 000 6163, i 4.17 11/18 NYS OCC 6163, 1 6.95 TIVLY LOCZACCS **まちタムーLOC** . 75 1515-LOC .75 41719 LOCYACES HIZIP LOCZACOS 1.645-L00 .75 11719 LOCZACCS 1662-LOC . 75 TIZI9 LOCZĄCCŚ 1742-LOC . 75 11/19 ROOM 6163, l 00.951 9.38 TIZIS ROOM TX 6163, 1 11/19 CTY OCC 6163; I 4.i7

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6163, 1

The undersigned agrees to make immediate payment upon receipt of statement. In the event such payment is not made within 25 days after receipt of the original statement, it is agreed that the hotel may immediately impose a LATE PAYMENT CHARGE at the rate of 11/1/16 per month (ANNUAL RATE 18%), or the maximum allowed by law, on the unpaid balance, and the reasonable cost of collection, including attorney lees.

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CONFIDENTIAL H 02024

Signature X

UZIO NYS OCC

670 White Plains Road

1/92 Trip to Washington D.C. and New York

0000170

CONFIDENTIAL H 02025

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ARA00170

Thank you for choosing the Westchester Marriott Hotel on your trip to the Westchester area. We trust your stay was enjoyable, and hope to see you again soon. At your convenience we would certainly appreciate your comments on our "Will You Let Me Know" form. We appreciate your business and continued patronage.

139.00 01/09/92 ACCT# 269 HYATT/GIL/MR 4463 DEPART TIME ROOM NAME AATE 01/08/92 23:46 NORTHAMERICAN PHILLI KNG ARRIVE TIME FIRM OR GROUP 580 WHITE PLAINS NY* TYPE PLAN PK/5329031258165925. WHITE PLAINS NY 0000000 PAYMENT ROOM CLERK **ADDRESS** BALANCE DUE CREDITS CHARGES REFERENCE DATE O1708 LUCZACES 3616-LUC 01/08 R00M 269, 1 139.00 9.38 01/08 ROOM TX 269, 1 01/08 STY GCC 269, 1 4.17 01/08 NYS DCC 269, 1 6.95

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A Division of Chicary Credit Services, Inc.

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The undersigned agrees to make immediate payment upon receipt of statement. In the event such payment is not made within 25 days after receipt of the original statement, it is agreed that the hotel may immediately impose a LATE PAYMENT CHARGE at the rate of 11% per month (ANNUAL RATE 18%), or the maximum control of the control of the control of the payment feet.

100 East 50th Street New York 10022 212/355-31

2427

NAME:

HYATT. GIL

01/09-01/11/92

RATE 250.00ом 2627

186344 PAGE 1

EGLI INTERNATIONAL ADDRESS:

579 LEXINGTON AVENUE NEW YORK, NY

10022

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09/93

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GLOBAL TRAVEL TOO, INC.

1697 Haight Street 4005 24th Street 2230 Polk Street San Francisco, California 94117 415/431-6204

San Francisco, California 94114 415/647-4304

San Francisco, California 94109 415/776-5300

INVOICE

ACCT. NO.	7	DATE	7.4	PAGE	INVOICE
4500	10	JAN	92	1	01998

THANKS FOR COMING TO US AND HAVE A PLEASANT TRIP, PLEASE VERIFY TIMES WITH AIRLINES BEFORE EACH FLIGHT. TRAVEL ARRANGED BY OFFICE CHECKED.

TO:

EGLI INTL 599 LEXINGTON AVE 44TH FL

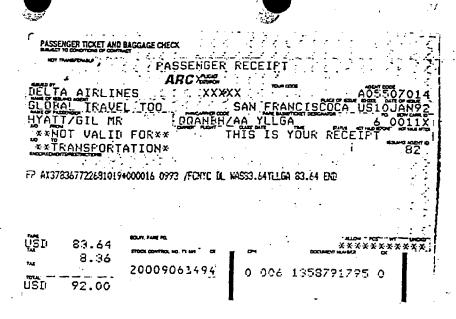
NEW YORK, NY 10022

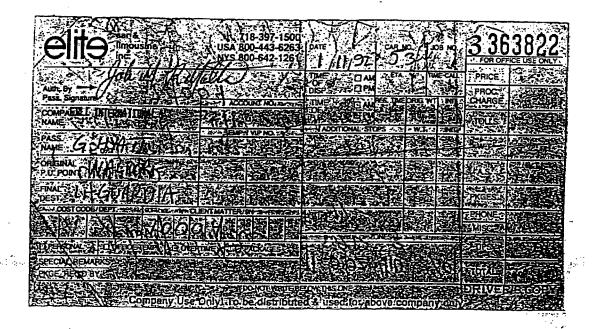
HYATT/GIL MR EGLI INTL

599 LEXINGTON AVE 44TH FL NEW YORK, NY 10022

DATE CITY-AIRPORT TIME AIRLINE FLT/CL SEAT MEAL EG 11JAN LV LA GUARDIA, N 530P DELTA AIRLINES 1763Y SNACK 72 SAT AR WASH/NATIONAL 650P 11JAN CAR INFORMATION NATIONAL COMPACT -WASH/NATIONAL - 8 DAYS SAT CNF # 0675444475CNTE DROPOFF IAD 129.99 WEEKLY RATE-UNLIMITED MILEAGE RATE IS GUARANTEED DELTAS PHONE NUMBER IS 1800-221-1212---IF YOU HAVE A DELTA FREQUENT FLYER NUMBER PLEASE GIVE IT TO . THEM AT CHECK-IN TKT # 0061358791795 HYATT/GIL MR AMERICAN EXPRES #378367722681019 ... EXP 09/93 TOTAL \$ 0.00

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3/92 Trip to Denver

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CONFIDENTIAL

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4/92 Trip to San Francisco

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THE Mark Hobbit INTER CONTINENTAL

NUMBER ONE NOB HILL . SAN FRANCISCO, CAUFORNIA 94108 TEL (415) 392-3434

HYATT - GILBERT MR

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THE UNITED STATES
ONE TOLL-FREE
TELEPHONE
NUMBER
CAN PROVIDE
INSTANT
RESERVATIONS
FOR 86 LUXURY
INTER-CONTINENTA
HOTELS
AROUND THE
WORLD.
800-327-0200

ACCOUNT NO.

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THE Make Hobbial INTER • CONTINENTAL NUMBER ONE NOB HILL • SAN FRANCISCO CALIFORNIA 94105 TEL (415) 392-3434

HYATT, GILBERT MR

F 0 BOX 81230 LAS VEGAS, NV 89180

5/19/92 5/21/92 TENNON PROPERTY SALA PATE 147.00

NOW, IN THE UNITED STATES, ONE TOLL-FREE **TELEPHONE NUMBER** CAN PROVIDE INSTANT RESERVATIONS FOR 86 LUXURY INTER-CONTINENTAL HOTELS AROUND THE WORLD. 800-327-0200

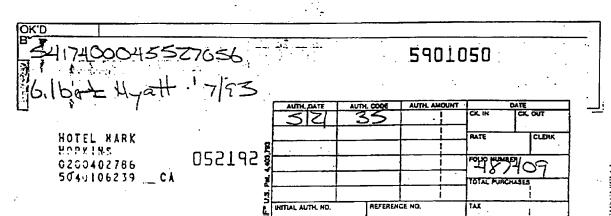
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C/O CLERK-\$&@ TIME- 7:00

* BALANCE DUE * CONFIRMATION # 4769877 .00



SALES SLIP CHETOMER CORY

IMPORTANT: RETAIN THIS

158

5/92 Trip to Dallas and Austin

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GEORGE J. MAHR DAVID N. LEONARD MARK F. O'MOLESKY JOHN D. KLING

MAHR LEONARD MANAGEMENT COMPANY

5430 LBJ FREEWAY, SUITE 1070 DALLAS, TEXAS 75240 TELEPHONE: 214-960-7477 FACSIMILE: 214-960-7482

FACSIMILE TRANSMITTAL COVER SHEET

DATE: May 1, 1992

Message: Dear Gil,

You now have reservations in Dallas at the Doubletree Hotel on May 24 and 25, guaranteed late arrival; and your confirmation number is 4052. Incidentally, the price of \$114 per night includes a buffet breakfast.

Have a nice weekend.

Return facsimiles can be sent to (214) 960-7482. For confirmation or service problems, call (214) 960-7477.

Thank You

0000182

CONFIDENTIAL H 02042





Tandy Corporation

Executive Offices 1800 One Tandy Center Post Office Box 17180 Fort Worth, Texas 76102 Telephone (817) 356-3700

FAX COVER SHEET

DATE:	NO. PAGES: COVER + 0	_ 1
1	PROM: Fred Padden	
TO: Gil Hyatt	DIRECT NO.: 817/ 878-4	75-7
ATTN:	DIRECT NO.: 61/ 6/6-4	
ATTN:	. Tandy Corporation	- L
FAX NO.: 702/871-9397	1800 One Tandy Cer Fort Worth, Texas	iter 36100
1027 072 7371	FAX NO.: 817-878-6593	76102
	1100 70.1 017-070-0353	
MESSAGE: THIS IS TO CONFIRM	LUNCH ON TUESDAY, MAY 26th	•
AT 11:30 A.M.		
		
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GEORGE J. MAHR DAVID N. LEONARD MARK F. O'MOLESKY JOHN D. KLING

MAHR LEONARD MANAGEMENT COMPANY

5430 LBJ FREEWAY, SUITE 1070 DALLAS, TEXAS 75240 TELEPHONE: 214-960-7477 FACSIMILE: 214-960-7482

FACSIMILE TRANSMITTAL COVER SHEET

DATE: April 24, 1992

PAGES	(including this cover sheet):5
To:	Name Mr. Gilbert P. Hvatt
	Fax Number
To:	NameGregory L. Roth, Esquire
	Pretty, Schroeder, Brueggemann & Clark
	Fax Number 213-489-4210
From:	Name Vicki Weart

Message: Dear Gil and Greg,

I made reservations for you, George, David, Mr. Miki, Mr. Akaki, and Mr. Ogino at the Lakeway Inn in Austin for the nights of May 25, 26, and 27. Gil, your room does not include golf and is \$119 per night. The \$159 price on the remaining rooms includes unlimited golf and a golf cart for the first 18 holes. Mr. Ogino was included in the golfing because David said that he had been practicing and might play this time. Since I cannot officially set the tee times until May 18, the golfing arrangements can be altered in any way you wish; just let me know.

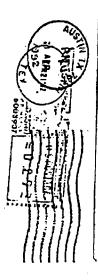
The telephone number for the hotel is 800-525-3929. The address for the hotel is listed on the attached brochures.

Return facsimiles can be sent to (214) 960-7482. For confirmation or service problems, call (214) 960-7477.

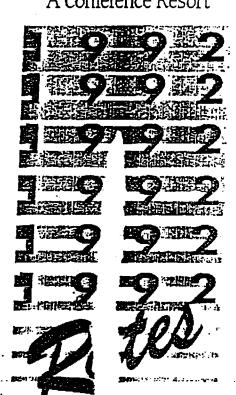
Thank You

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Lakeway Inn A Conference Resort



Accommodations

Standard Room Pre Room Suite

> *These rates include and service charges of Season months and a nights minimum stay.

cation	Value
MSOR	Season
7-11/15/92	11/16/92-2/28/93
J.00°	\$130.00
0.00*	\$140.00*

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1800 535-3929

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OD 2CSZAIP

Majestic Travel

002537 ITINERARY INVOICE PAGE NO. 1

6625 W. SAHARA AVE. • STE. I • LAS VEGAS. NV 89102 (702) 871-9499 • FAX (702) 871-9446

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TRAVELER HYATT/GILBERT

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TOTAL AIR FARE 464.00 AMOUNT 464.00
THIS AMOUNT WILL BE CHARGED TO CREDIT CARD: VI 4226 563 134 706
*THESE TICKETS ARE NON REFUNDABLE/PENALTY FOR CHANGES
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CONFIDENTIAL
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Lakeway Inn A Conference Resort

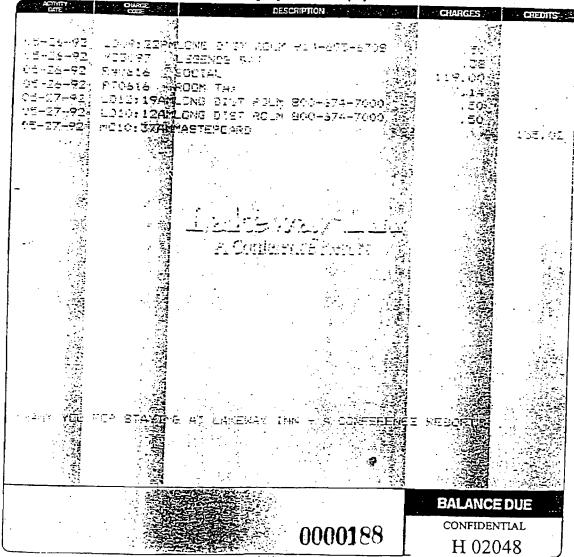
101 Lakeway Drive, Austin, Texas 78754 (512) 261-6600

> BILLS ARE DUE AND PAYABLE WHEN PRESENTED

DEPARTURE DATE

FOLIO NUMBER

Managed by The Dolce Company





LAKEBAY RESORTS . 101 LAKEWAY DR. AUSTIN, TEXAS 73734
"WE HOPE YOU ENJOYED YOUR STAY"

MERCHANT: 000620551200 002-

REF NO. : 990 008

DATE : 05/27/92 10:42 ACCT NO.: 5417400045527056

TYPE : MASTERCARD 07/93 AUTH NO.: 027655 CLERK : 0055 PRIOR SALE \$ 135.02

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SALE AC	NOWLEDG	ES ANOS	RAFT ACC	EPTED

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at Lincoln Centre 5410 LBJ Freeway Dallas, Texas 75240 (214) 934-8400

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that the indicated person,	company, or association talk to pay for the last	amount of the charges.	, , , , , , , , , , , , , , , , , , ,
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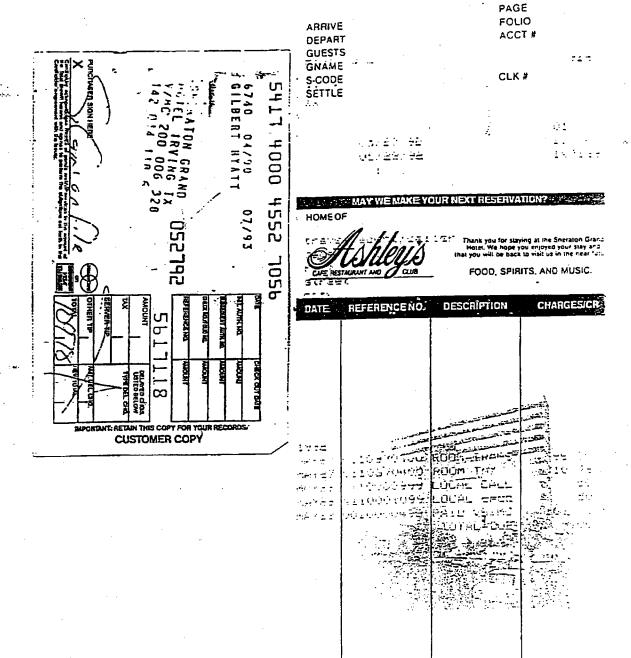
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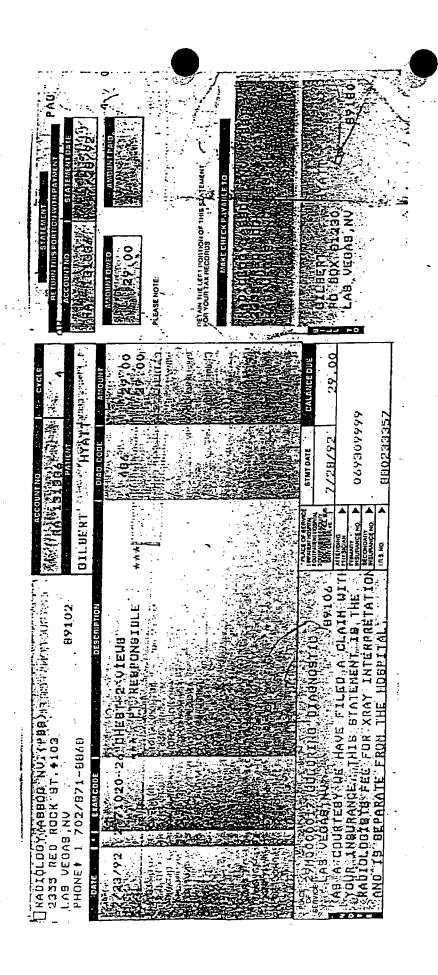
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_	CONDITIONS OF ADMISSION TO
1	To Valley Hospital Medical Center
ם	tient's Name: Lillit Luatt
1	. GENERAL POLICY: All patients shall be admitted to Valley Hospital and assigned accommodations without distinction to race, religion, national origin, age or handicapping condition.
2	GENERAL DUTY NURSING: The hospital only provides general duty nursing care. Under this system, nurses are called to the bedsic of the patient by a signal system. If the patient is in such condition as to need continuous or special duty nursing care, it is agreed the such must be arranged by the patient, or his legal representative, or his physicians, at the patient's sole cost and expense, and the hospital shall in no way be responsible for failure to provide the same and is hereby released from any and all fiability arising from the fact that said patient is not provided with such additional care.
3.	CONSENT TO TREATMENT: Knowing that my condition required diagnostic and medical or surgical treatment, I request admission VALLEY HOSPITAL and hereby consent to and authorize the physicians and associated personnel of the hospital to render such medical treatment and health care services, employ such types of anesthesia, use such treatments as they may consider appropriate treat the condition for which I am being admitted. I have been given no guarantee and rely on none as to the results of any treatments of examinations. I am aware that the practice of medicine and surgery is not an exact science and I acknowledge that no guarantees have been made to me as to the results of any diagnostic medical, surgical, or therapeutic treatments, procedures or examinations at the hospital. In addition to the laboratory studies normally required during the hospital stay, it may be necessary to test for infectiou diseases in the event that a health care worker is exposed to blood or body fluids. I hereby authorize the hospital to retain, preserve and use for scientific or teaching purposes, or dispose of at its convenience any specimens, tissues or other matter taken from my body during hospitalization.
	Authorization is hereby granted to the attending physician to take any photographs as are deemed necessary.
4.	RELEASE OF INFORMATION: I hereby authorize VALLEY HOSPITAL to release
•	NAME OF INSURANCE CARRIER OR RESPONSIBLE PARTY FOR CHARGES
	only such diagnostic and therapeutic information (including any treatment for alcohol or drug abuse) as may be necessary to determine benefits entitled and to process payment claims for Health Care services provided to the above named patient. This authorization shall be valid only for the time period necessary to actually process payment claims pertaining to the patient but in any case shall cease to be valid 90 days from the date below.
	Any disclosure of Medical Record information by the recipient(s) is prohibited except when implicit in the purpose of this disclosure.
5.	PERSONAL VALUABLES: I am responsible for all my clothing and valuables remaining in my possession and understand that the hospital is not responsible for any loss of property which I have not deposited with the hospital for safekeeping.
6.	ROOM TRANSFER: If so requested by the patient, agent and/or physician, the patient may be transferred to another room, in which event, the patient shall be obliged to pay the daily rate then prevailing at the hospital for the room into which the patient is transferred.
7. <u>f</u>	FINANCIAL AGREEMENT: I hereby assign any and all insurance benefits payable to me. I understand that Valley Hospital will bill my nsurance as a courtesy to me. If payment is not received within 45 days from the date of billing, I am responsible for all services
r	endered toby Valley Hospital.
_	MITNESS Y WITHER PATENTIATIVE
_	7- 22- 92 DATE GURANTOR
	Unable To Sign ☐ Unresponsive ☐ Serious/Critical Condition

0000198 VALLEY HOSPITAL MEDICAL CENTER 620 Shadow Lane 388-4000 CONFIDENTIAL H 02058

DATE



3525 S. RAINBOW BLVD LAS VESAS 702-367-6113



ABOUT YOUR PRESCRIPTION

PLEASE CALL DAY BEFORE FOR REFILLS**

*** THIS INFORMATION MAY OR MAY NOT APPLY TO YOUR ***
*** SPECIFIC CONDITION. PLEASE CONSULT YOUR DOCTOR. ***

Tay take with meals if stomach upset occurs Take medication with a full glass of water Do not exceed recommended dosage Follow dosing directions very carefully. Not recommended for use while breast-feeding Do not use if there is a potential for pregnancy

REMANDER HYATT, GILBERT BARR QTY 100 07/27/92

WALNIART PHARMACY

THIS IS YOUR TAX RECEIPT

HYATT, GILBERT Dr. GOLDSMITH, IVAN Ex*603308 07/27/92

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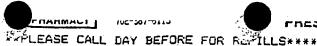
WAL-MART PHARMACY BARR

THIS IS YOUR DUPLICATE RECEIPT

HYATT, GILBERT Dr. GOLDSMITH, IVAN Rx*6033208 07/27/92

385 S. MANBOW RVD Dr. Must Authorize Refill
AS VESS NV 100 IOPHEN DM BARR
705-387-5113 NDC 00478-1484-16 NASP 2504476

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*** THIS INFORMATION MAY OR MAY NOT APPLY TO YOUR ***
*** SPECIFIC CONDITION. PLEASE CONSULT YOUR DOCTOR. ***

For use in ear only Follow instructions to prevent reinfection area should be cleaned before new application If condition persists or worsens notify Dr

RX#6088253 HYATT, GILBERT CERUMENEX DRO P DRO FURD GTY 12 07/27/92

WAL-MART

THIS IS YOUR TAX RECEIPT

PHARMACY HYATT, GILBERT Dr. GOLDSMITH, IVAN Rx#6033253 07/27/92

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DRO PURD NDC 00034-5490-12 NABP 2904476

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WALWART PHARMACY

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ABOUT YOUR PRESCRIPTION

PLEASE CALL DAY BEFORE FOR REFILLS**

*** THIS INFORMATION MAY OR MAY NOT APPLY TO YOUR ***
*** SPECIFIC COMDITION. PLEASE CONSULT YOUR DOCTOR. ***

May take with meals if stomach upset occurs Take medication with a full glass of water Do not exceed recommended dosage Follow dosing directions very carefully. Not recommended for use while breast-feeding Do not use if there is a potential for pregnancy

R×#6033007 HYATT, GILSERT IOPHEN DM B BARR QTY 100 07/23/92

WALWART PHARMACY

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IVAN L. SCLOSMITH M.D. 450 SHADOW LANE SUITE 15 LAS V58A5, NV 89106

TELEPHONE: 702-366-0420

GILBERT HYATT P.O. BOX 81230

LAS VEGAS, NV 89180

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Thank You!

PLEASE PAY THIS AMOUNT

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IVAN L. DSMITH, M.D. NTERNAL MEDICINE - PEDIATRICS 650 SHADOW LANE, SUITE 15 - LAS VEGAS, NV 89106 PHONE (702) 366-0420

NAME _ ADDRESS \mathbf{R} BITKIN 250 5 tpo 310 x 10 dh DISPENSE ONLY AS WRITTEN Ivan Goldsmith, M.DEA NO. DEA #8G2598235 IVAN L. GOLDSMITH, M.D. INTERNAL MEDICINE - PEDIATRICS 650 SHADOW LANE, SUITE 15 - LAS VEGAS, NV 89106 PHONE (702) 356-0420 DATE 1169 ADDRESS R स 30 ENTEX LA 8 + 60 00-8 Ivan Goldsmith, MISSENSE ONLY AS WRITTEN DEA #BG2598235 DEA NO. ... IVAN L. GOLDSMITH, M.D. INTERNAL MEDICINE - PEDIATRICS 650 SHADOW LANE, SUITE 15 LAS VEGAS, NV 89106 0000203 Ivan Goldsmith, M.D. DISPENSE ONLY AS WRITTEN () TIMES DEA #RG2598235 DEA NO

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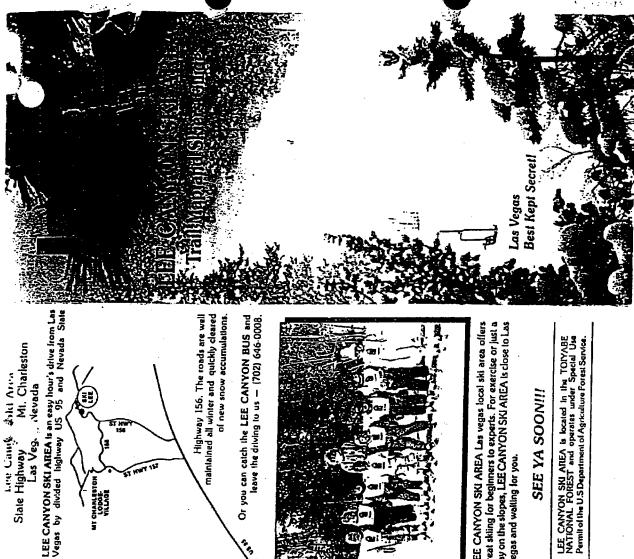
Affiliations/Activities

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11:00 & 2:00 Daily

SEE YA SOON!!!

LEE CANYON SKI AREA is located in the TOTYABE NATIONAL FOREST and operates under Special Use Permit of the U.S Department of Agriculture Forest Service.

NIGHT SKIING - As Scheddad October 1. EE RENTALS OCTOBE IDENTIAL OCTOBE HOUSE OCTOBER
The Eyler (702) 644-7885 The Eyles & LV" publication. (Ref. The Henry) PC Elsers Ofrom

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A GO H

Las Vegas PC Users Group

A Non-Profit Corporation 316 Bridger Avenue, Suite 240 Las Vegas, Nevada 89101 Phone (702) 644-7885 Fax (702) 644-7855

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of
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Librarian
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Membership Chairman Stan Kotecki

Newsletter Editor Trent Eyler

Director of Publicity Sandy Frunzi

Software Review & Program Chairman Dick Dickstein Gil Hyatt

P.O. Box 60028

Las Vegas, NV 89160

Dear Gil,

I enjoyed our brief conversation, and look forward to having you as a member of the Las Vegas PC Users Group.

To Help you determine if we are "your cup of tea," I have included a flyer, with application form, and a copy of the last two newsletters, The Bytes of Las Vegas.

Please call me next week, if you have any other questions.

0000207

A Charter Member of the Association of PC User Groups

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CONFIDENTIAL

· This cord is provided by: ht biong the dotted fine, and trim as necessary, for this card to fit in your walket or card carrier.

3276 Spring Mountain Road; Las Vegas Mevada 89102 Desert Instant Print - (702) 362-1784

STED BOOK This eard is valid until May Card No. 887 is a member in good standing of LYPCUG Gilbert P. Hyatt

Las Vegas PC Users Group

This is to Certify that:

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Membership Chairnan

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Gil Hyatt P.O. Box 81230 Las Vegas, NV 89180

Reddinal Beldinan Heldell delledeld

Edward M. Carson is chairman and chief executive officer of First Intenstate Bancorp, the parent company of the First Intenstate banks.

An Arlzona native, Mr. Carson has spent his entire banking career with First Interstate. He joined First National Bank of Arizona, predecessor to First Interstate Bank of Arizona, in 1951 after graduating from Arizona State University. He also is a graduate of the Stonler School of Banking at Rutgers University. Mr. Carson was elected chief operating officer and director of the Arizona bank in 1973 and vice chairman in May, 1975, and president and chief executive officer in 1977. In 1985 he was elected president of First Interstate Bancorp and became chairman and chief executive officer in June, 1990.

Nevada Development Authority Cordially Invites You To Our 1992 Annual Meeting Luncheon

Annual Meeting Luncheon

Thursday, November 12, 1992

Desert Inn Hotel & Casino, Grand Ballroom (A.B.C.)

Guest Speaker Mr. Edward M. Carson

\$25 Per Person/Open Scating • \$250 (Table of Ten) Reserved Scating RSVP by November 9 • 791,0000

0000209

11:30 a.m. No Host Cocktails

12:00 Noon Luncheon

154 GILBERT P. HYATT P. O. 80X 81230 702-871-9899 LAS VEGAS, NV 89180 IFÓRNIA FEDERAL BANK 13 2 20 700 19:0154 5120

Gil Hyatt

P.O. Box 81230 Las Vegas, NV 89180-1230 Phone: (702) 871-9899

Fax: (702) 871-9397

chaltman and chief executive officer in June, 1990.

graduate of the Stonler School of Banking at Rutgers University. after graduating from Arizona State University. He also is a

Mr. Carson was elected chief operating officer and director of

Arizona, predecessor to First Interstate Bank of Arizona, in 1951

He Joined First National Bank of

An Arizona native, Mr. Carson has spent his entire banking

the Artzona bank in 1973 and vice chairman in May, 1975, and

First Interstate; Bancorp, the parent company of the First

Edward M. Carson is chairman and chief executive officer

\$25 Per Person/Open Seating • \$250 (Table of Ten)
RSVP by Navember 9 • 791,0000 Edward M. Carson

Desert Inn Hotel & Casino, Grand Ballroom (A.B.C) Thursday, November 12, 1992 II:30 a.m. No Host Cocktails 12:00 Noon Luncheon

Nevada Development Authority Cordially Invites You To Our 1992 Annual Meeting Luncheon

0000210



Annual Meeting Luncheon November 12, 1992

Nevada Development Authority

Desert Inn Hotel & Casino

Grand Ballroom (A-B-C)

No Host Cocktails/Seating 11:30 AM Luncheon Noon

Admission \$25 Per Person \$250 Per Table

0000211

Was Jon Manage 389-6605

Ser. Bryan

M 8/17 breakfast.

Country Jan on Rainbon
1401 5 Ramilon

8:00 AM

Sc 9/27/15

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TELEPHONE (702) 384-1120

FAX (702) 870-2474

DATE: AUGUST 14, 1992

CLIENT NAME: GIL HYATT

TO: GIL HYATT

FROM: MICHAEL KERN

FAX NUMBER: 871-9397

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: 1

MESSAGE: GIL.

JERRY SANDSTROM AND DENNIS STEIN FROM THE NEVADA DEVELOPMENT AUTHORITY WILL BE CALLING REGARDING THE MEETING WITH GOVERNOR MILLER. I SPOKE WITH JERRY SANDSTROM YESTERDAY AND THEY ARE VERY EXCITED TO MEET WITH YOU. PLEASE CALL IF THERE IS ANYTHING I CAN DO TO ASSIST.

THANKS.

0000213

Ref: cloverner Miller scaping
CELLER COMING; Clevertin Des
CETT Economic Dev. Comission on 3770 Howard Hayles Parliamany
(702) 486 7282 (LV)
9/12/2 she will seem CED interved eg fregent)
1 - 687-4325 Corson City

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08/07/92 16:56 FAX 702 870 2474

P.B.T.& K.

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Officers and Founding Directors Richard H. Howker Michael W. Kein 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

> 66(a) West Charleston Blodi, Suite 118 Las Vegas, Nevada 89162

> > Fak (702) 384-1420 Fak (703) 870-2474

DATE: 9-17-92

CLIENT NAME:

o Cal Hypt

FROM:

FAX NUMBER: 871-9397

TOTAL NO. OF PAGES

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MESSAGE:

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. 2002

Meeting on August 11, 1992 at 9:30 a.m. with Governor Miller, Mike Kern and yourself at the Governor's office at 2501 E. Sahara.

0000216

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The 38™ Annual

Reliability and Maintainability Symposium ==

Riviera Hotel, Las Vegas, Nevada USA January (20) 21-23, 1992

(Monday, Jan. 20 Tutorial Sessions Only)



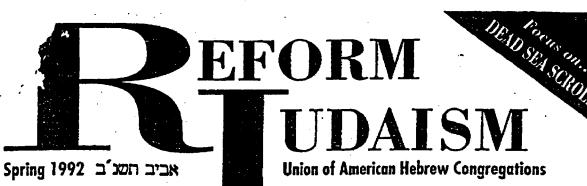
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GILBERT P. HYATT P. O. BOX 80028 LAS VEGAS, NV 8018002 103302 12-12-15	108
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MR GILBERT HYATT 3225 S PECOS RD LAS VEGAS NV 89121

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CONGRECATION NER TAMID 2761 Emerson Avenue Las Vegas, Navada 89121 702/733-6292

STATEMENT

MR. GILBERT HYATT 3225 S. PECOS RD. LAS VEGAS, NV 89121

STATEMENT DATE: 12/14/92	**********	MEHBER	NO. 0090
BALANCE REHAINING - 1991		\$	0.00
1992 DUES: \$ 450.00	1992 DUES PAID: \$ 450.00	\$	0.00
1993 DUES: \$ 520.00	1993 DUES PAID: \$ 0.00	\$	520.00
KOL NIDRE: \$ 0.00	KOL NIDRE PAID: \$ 0.00	\$	0.00
SCHOOL TUITION: \$ 0.00	SCHOOL TUIT. PAID: \$ 0.00	\$	0.00
OTHER:		\$.00
	TOTAL DUE	\$	520.00

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70 Jan



STATE OF CALIFORNIA

FRANCHISE TAX BOARD

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

TELEPHONE: (818) 556-2942

12/05/94

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:

As I indicated to you last week in our telephone conversation, the case for the above taxpayer has been transferred to me. I am submitting the following list as a document request for items needed to complete the audit. The audit may not necessarily be limited to these items. Please send copies of the following items to my office by January 5, 1995:

- Provide copies of any receipts, contracts, or other documentation for moving expenses which the taxpayer incurred in moving to Las Vegas.
- Provide a list of all of the taxpayer's bank accounts which were active during years 1990, 1991, and 1992.
- 3. Provide copies of all checks written on bank accounts for 1991 and 1992. Please send front and back copies.
- 4. Provide a list of all credit card accounts held by the taxpayer during years 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

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STATE OF CALIFORNIA

FRANCHISE TAX BOARD

.333 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-12706-2942
TELEPHONE: (818)

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:

- 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.)
- 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 will contact the banks myself, rather than have the taxpayer photocopy all of this information.)

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- 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.)
- 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

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J. 1911

TATE OF CALIFORNIA

ANCHISE TAX BOARD

3 N. GLENCARS 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:

 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.)

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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.

Sheila Cox Tax Auditor

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Certified Public Accountants & Business Advisors A Professional Corporation Telephone: (702) 384-1120

Fax: (702) 870-2174

January 10, 1995

BUR JAN 1 3 1995 REC'D

Ms. Shiela Cox Tax Auditor State of California Franchise Tax Board 333 N. Glen Oaks Blvd. Suite 200 Burbank, California 91502-1170

Dear Ms. Cox:

In reference to the current Franchise Tax Board audit of Mr. Gilbert P. Hyatt's 1991 non-resident tax return information you have requested:

- 1. Copies of any receipts, contracts, other documentation for moving expenses which the taxpayer incurred in moving to Las Vegas.
- 2. A list of all of the taxpayer's bank accounts which were active during years 1990, 1991 and 1992.
- 3. Copies of all checks written on bank accounts for 1991 and 1992.
- 4. A list of all credit card accounts held by the taxpayer during the years 1990, 1991 and 1992.

We will provide the information to you.

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

Yours truly,

PIERCY, BOWLER, TAYLOR & KERN

Michael W. Kern

MWK:mlp

cc: Mr. Gilbert P. Hvatt

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95 Jones Plaza, Suite 1680, 6100 Elion

Lus Vegas, Nevada 89107

A Member of PBTK Services, LLC

RIORDAN & McKINZIE

A PROFESSIONAL LAW CORPORATION

611 ANTON BOULEVARD SUITE USO COSTA MESA, CALIFORNIA 92626 (714) 433-2900

ORANGE COUNTY OFFICE

FAX (714) 549-3244

EUGENE G. COWAN DIRECT DIAL (213) 229-8515

CALIFORNIA PLAZA
300 SOUTH GRAND AVENUE TWENTY-NINTH FLOOR LOS ANGELES, CALIFORNIA 90071 TELEPHONE (213) 629-4824 FAX (213) 229-8550

February 22, 1995

WESTLAKE OFFICE

5743 CORSA AVENUE, SUITE 116 WESTLAKE VILLACE, CA 91362 (818) 706-1800 (805) 496-4633 FAX (818) 705-2956

> RICHARD J. RIORDAN (RETIRED)

> > FILE NO.

08-160-002

Ms. Sheila Cox Tax Auditor Franchise Tax Board 333 N. Glenoaks Boulevard Suite 200 Burbank, California 91502-1170

Re: Gilbert P. Hyatt - 1991 Taxable Year

Dear Ms. Cox:

In response to your letter dated January 20, 1995, the taxpayer, Gilbert Hyatt, has made the following records available for your review at the offices of Riordan & McKinzie, 300 South Grand Avenue, 29th Floor, Los Angeles, California 90071:

- Moving. The taxpayer moved himself to Las Vegas with his own family's trailer. Schedule 1 sets forth the 1992 registration for the trailer. The taxpayer has no moving receipts.
- The taxpayer maintained bank Bank Accounts. accounts in 1990 to 1992 as follows: (i) California Federal Bank in Las Vegas, Nevada; (ii) Valley Bank of Nevada in Las Vegas; (iii) Bank of America in Las Vegas; (iv) California Federal Bank in Cerritos, CA; (v) Irvine City Bank in Irvine, CA; and (vi) First Fidelity Thrift in Orange, CA. Schedule 2 sets forth (a) Bank account numbers for the above banks; (b) bank account statements for the Nevada banks; and (c) copies of cancelled checks and bank statements for the Nevada banks. The taxpayer opened his personal bank checking accounts in Las Vegas when he moved there in the latter half of 1991. $^{1/2}$ The taxpayer was

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^{1/} Please note that Valley Bank was acquired by Bank of America and hence the taxpayer's Valley Bank account became his Bank of America account.

RIORDAN & MCKINZIE

Ms. Sheila Cox February 22, 1995 Page 2

unable to find any statements for his Southern California bank accounts from 1990 to 1992.

- 3. <u>Credit Cards</u>. The taxpayer held the following credit cards in 1990 through 1992: Household, Chase, Bank of New York and MBNA. The credit card account numbers are set forth on Schedule 3. The taxpayer was unable to find any statements for the above credit card accounts for 1990 to 1992.
- 4. Phone Bills. The taxpayer does not have any 1991 to 1992 phone bills in his possession and is unable to obtain them from the appropriate telephone companies. The taxpayer did not own a cellular phone in 1991 or 1992. The taxpayer's phone number in 1990 and early 1991 in Southern California and the taxpayer's phone number in late 1991 and 1992 for his Las Vegas apartment are set forth on Schedule 4.
- 5. <u>Doctors</u>. The taxpayer's doctors that he visited in 1990 to 1992 are: (1) Dr. Myatt, Dentist, La Palma, California; Dr. Peloquin, Ophthalmologist, Fullerton, California; Dr. Hall, Dentist, Las Vegas, Nevada; Dr. Isenberg, Internist, Long Beach, California; and Dr. Edgar Hamer, Dermatologist, Los Alamitos, California.

Sincerely,

Eugene G. Cowan of RIORDAN & McKINZIE

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PAUL SUBS

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EUGENE G. COWAN

RIORDAN & MCKINZIE

DIRECT D) (4.

CALIFORNIA PLAZA
300 SOUTH CRAND AVENUE
TWENTY-NINTH FLOOR
LOS ANGELES. CALIFORNIA 90071
TELEPHONE (2L1) 629-4824

H 01509



TAME F REGULAR PLATE LICENSE MANGEL VEH VILVARIE TOTE 76246 O 86HOM TW VEHICLE IDENTIFICATION MANGEL (VIN) CA478348 TITLE FEE	LE REGISTRATION CER AND RECEIPT	DEPARTMENT OF MOTOR VEHICLES WANTER PUBLIC ARETT WANTER HELIANDRETION 06/04/93 EXPIRES CYL ORIGINAL MEL PRICE F. AND A VEHICL 300 1 300 MEG FEE PRIVILEGE TAX EXPT. MESS. PLATE FIE 12.00 3.00 DATE TOTAL FEES 05/04/92 16.50
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RIORDAN & McKINZIE

A PROFESSIONAL LAW CORPORATION

Ms. Sheila Cox February 22, 1995 Page 3

Schedule 2

Taxpayer's Bank Accounts 1990-1992:

California Federal Bank, Las Vegas, Nevada Acct Nos. 177-0016768-7; 177-0514457-7; 179-0512056-2

Valley Bank, Las Vegas, Nevada Acct. No. 210173019

Bank of America, Las Vegas, Nevada Acct. No. 210173019

California Federal Bank, Cerritos, CA Acct Nos. 004-0513796-4, 082-0522494-6

Irvine City Bank, Irvine, CA Acct. No. ?

First Fidelity Thrift and Loan, Orange, CA Acct. No. 016000296-3

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RIORDAN & MCKINZIE

Ms. Sheila Cox February 22, 1995 Page 4

Schedule 3

Taxpayer's Credit Card Accounts 1990-1992:

Household

Acct Nos. 4317-3410-1024-2499, 5418-2961-4100-6386, 5414-7410-1018-2135

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Chase

Acct No. 4226-563-134-706

Bank of NY

Acct No. 5417-4000-4552-7056

MBNA

Acct No. 5329-0312-5816-5925

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Ms. Sheila Cox February 22, 1995 Page 5

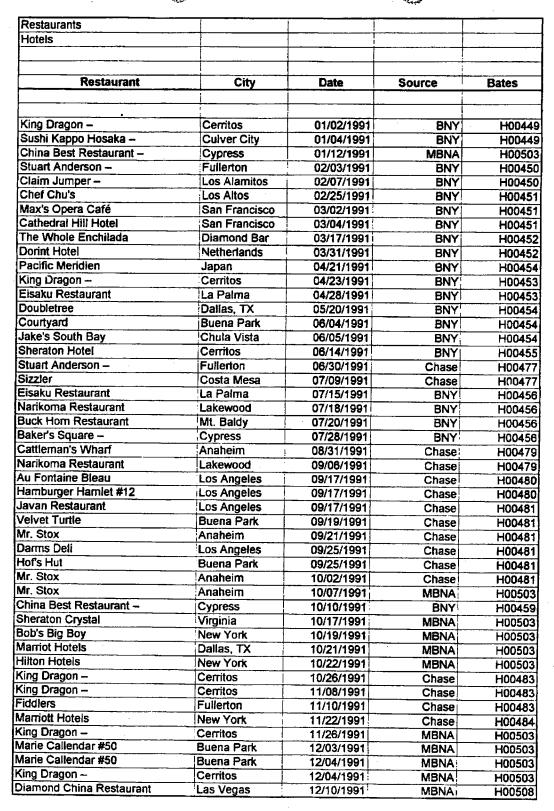
Schedule 4

Taxpayer's phone numbers

Southern California 1990-1991: 714 995-1087

Las Vegas 1991-1992 (apartment): 702 735-7668

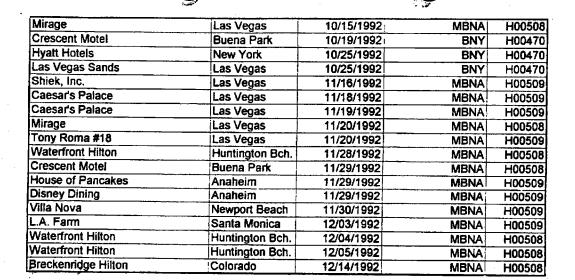
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Restaurant	City	Data	Course	Datas
Dante Restaurant	Virginia	Date	Source	Bates
lack Angus #4480	Cerritos	01/17/1992		H00508
rescent Motel			Valley Bank of NV	H00912
elvet Turtle	Buena Park	03/08/1992		H00487
	Buena Park	03/16/1992		H00464
escent Motel	Buena Park	03/16/1992		H00464
hitehouse Rest.	Anaheim	03/16/1992		H00464
ahara F&B	Las Vegas	03/18/1992		H00464
ikase Japanese	Las Vegas	03/18/1992		H00464
neraton Hotel	Cerritos	03/20/1992		H00464
sh Market	Marina del Rey	03/24/1992		H00488
cott's Seafood	Costa Mesa	03/24/1992	Chase	H00488
escent Motel	Buena Park	03/24/1992	BNY	H00464
escent Motel	Buena Park	03/30/1992	BNY	H00464
elmonico Seafood	Los Angeles	03/30/1992	Chase	H00488
ountry inn	Las Vegas	04/03/1992	Chase	H00488
amond China Rest.	Las Vegas	04/03/1992	Chase	H00489
thay House Rest.	Las Vegas	05/15/1992	BNY	H00465
esar's Palace	Las Vegas	05/22/1992	BNY	H00465
er-Continental	San Francisco	05/26/1992		H00465
minton Seafood Grill	Addison, TX	05/26/1992	BNY	H00465
ubletree	Dallas, TX	05/26/1992	BNY	H00465
keway Resort	Austin, TX	05/27/1992	BNY	~
eraton Hotel	Irving, TX	05/28/1992		H00465
age	Las Vegas		BNY	H00465
sert Inn	Las Vegas	05/30/1992	BNY	H00465
rseshoe Club	Las Vegas	06/03/1992	BNY	H00465
rdust hotel		06/03/1992	BNY	H00465
ninese Garden Rest.	Las Vegas	06/05/1992	Chase	H00496
hay House Rest.	Las Vegas	06/05/1992	BNY	H00466
age	Las Vegas	06/14/1992	Chase	H00496
	Las Vegas	06/19/1992	MBNA	H00508
Rancho Hotel Casino	Las Vegas	06/19/1992	MBNA	H00508
rseshoe Club	Las Vegas	06/22/1992	MBNA	H00508
nes Hotel	Las Vegas	06/25/1992	MBNA	H00508
rage	Las Vegas	06/25/1992	MBNA	H00508
s Vegas Sands	Las Vegas	06/28/1992	BNY	H00467
untry Inn	Las Vegas	06/30/1992	MBNA	H00508
nes Hotel	Las Vegas	07/18/1992	MBNA	H00508
calibur/Sherwood	Las Vegas	07/19/1992	MBNA	H00508
untry inn	Las Vegas	08/01/1992	MBNA	H00508
nny's	Artesia	08/05/1992		H00508
nny's	Artesia	08/06/1992	MBNA	H00508
n Tong Rest.	Artesia	08/07/1992	MBNA	H00508
zler	Las Vegas	08/08/1992	MBNA	H00508
iken Dutch	Las Vegas	08/08/1992	MBNA	H00508
untry Inn	Las Vegas	08/17/1992	MBNA	
Vegas Sands	Las Vegas	08/19/1992		H00508
age	Las Vegas		MBNA	H00508
age	Las Vegas	08/28/1992	MBNA	H00508
ika Rest.		08/31/1992	MBNA	H00508
ing King Rest.	Las Vegas	08/31/1992	MBNA	H00508
isen's	Las Vegas	09/01/1992	MBNA	H00509
perial Palace	Beverly Hills		Valley Bank of NV	H00838
	Las Vegas	09/16/1992	MBNA	H00508
asen's	Beverly Hills	09/21/1992	Cal Fed Bank	H00565
ge	Las Vegas	10/11/1992	MBNA	H00508

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P.O. BOX 6014, NEWARK, DE 19714

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Mineralini Payment Due Now Account Number 5417400045527056 05/04/92 29.00

MAXE CHECKS PAYABLE TO: BNY (DEL.) - MASTERCARD P.C. BOX 507 KEWARK N.J. 07101-0507

Do Not Send Costs

GILBERT HYATT PO BOX 60028 LAS YEGAS NY 89160-0028

18002 0455270561 00171942 00002900

Pleases write your account no, or your check and enclose this portion with your payment. If you have any quantities expect your account, please write or out at between 19 a.m. and 9 p.m. If you beapmone your inquiry, you do not preserve your agree under leasent law. Send inquiries los

THE BANK OF NEW YORK (DELAWARE), P.C. BOX 6999, NEWARK, DELAWARE 19714

1-800-VIP-9700

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	no	Reference	Number	Transaction	Description		1	Debits/Credit
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3/17	03/07	75419782076500		FEDEX AB# 00453047840		TN	- 1	20.00
	03/10	75419782077500	0000032034	FEDEX AB# 00453047851		TM		15.50
	03/18	70485302077286	316111772	VELVET TURTLE 4943	BUENA PARK	CA	- 1	25.79
	03/16	70418362077524	708620034	CRESCENT MOTEL	BUENA PARK	CA	- 1	27.50
	03/16	70419952077451	891500095	THEE WHITEHOUSE RESTAU	ANAHEIN	CX	- !	1,243.12
	03/18	80421182079454	989896232	BAHARA F & B	LAS YEERS	γĸ	1	14.87
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	03/20	70420822082183	631001960	SHERATON HOTELS CERRIT	CERRITOS	ÇA	- 1	15.18
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	03/24	70418362085970		CRESCENT MOTEL	BUENA PARK	CA		27.50
	03/30	70418362091970	253620012	CRESCENT HOTEL	BUENA PARK	CA		27.50
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START YOUR SPRING OFF RIGHT! TAKE ADVANTAGE OF THE EXCLOSED COUPORS FOR GREAT SAYINGS EVERY TIME YOU RENT A CAR FROM HERTZI

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YOUR FEE REBATE STATUS: USAGE TO DATE . \$4,416. AGOITIONAL USAGE REEDED BY 05/01 TO REACH \$12.50 REBATE = \$584. ADOITIONAL USAGE REEDED BY 05/01 TO REACH \$25 REBATE = \$3,084

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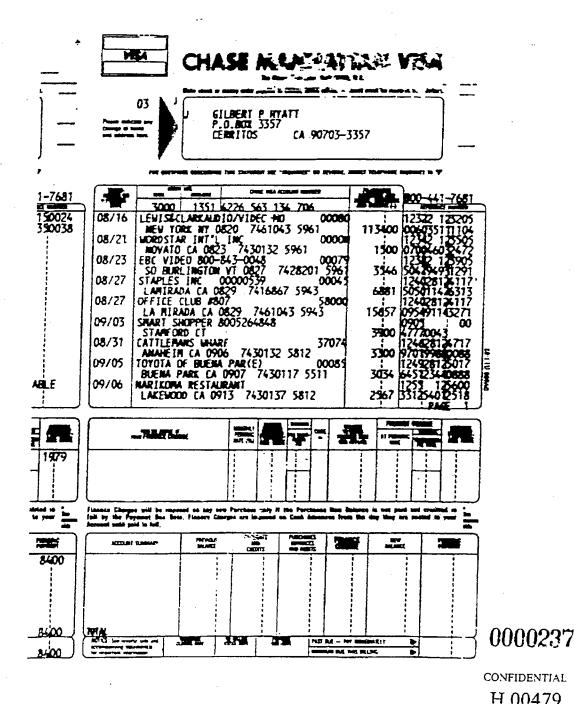
The Bank of New York (Datement) is the owner and creditor of the account.

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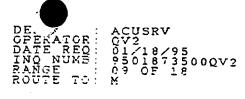
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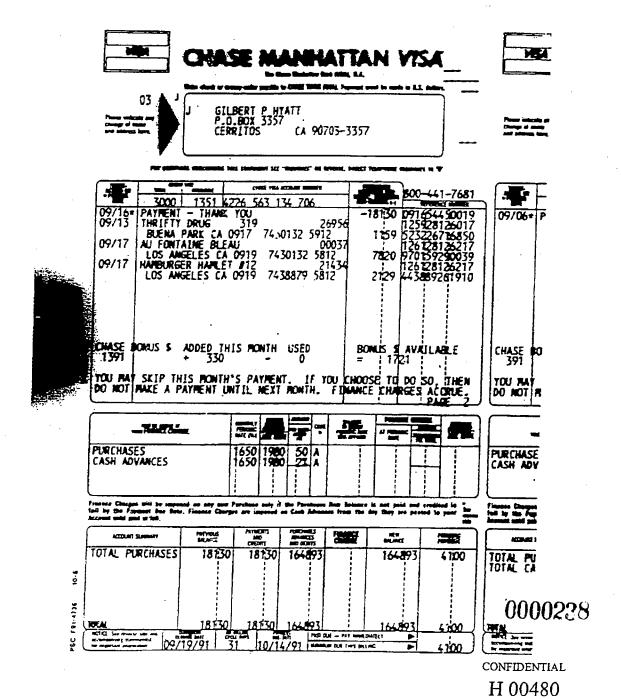
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ACCT NUMB: 0004226563134706
BIN NUMB: NA
AMOUNT: NA
MEDIA TE: 09/91 BILL DAT: 19
COMMENTS: NA
P O BOX 61030
LAS VEGAS NV391301130



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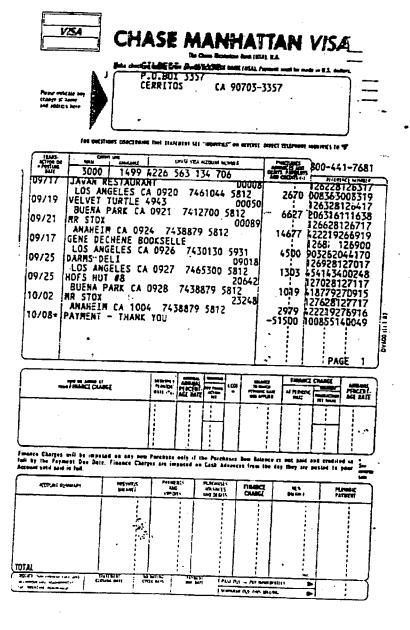






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COMMENTS: NA
POBOK 81230
LAS VEGAS NV891801230

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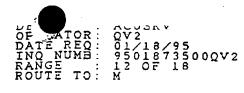


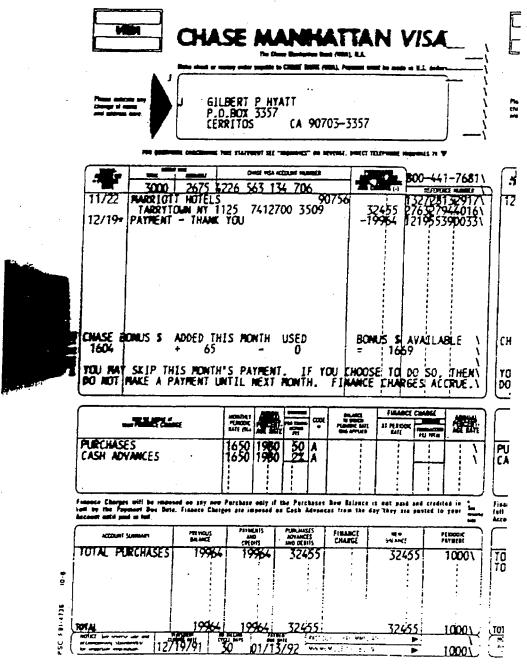
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CERRITOS CA 1112 7473156 5812
FIDDLERS FULLERTON
FULLERTON CA 1112 7460770 5812
PAYMENT - THANK YOU
FIFE -4197 -4197 | 102091 | 20002 | 301281 3021 | 7 | 301281 3021 | 7 | 2622 | 980126744728 | 3315281 31617 | 2532 | 980126748010 | 7 | 3315281 3361 | 7 | 3315281 3361 | 7 | 3315281 3361 | 7 10/26 11/08 1329 980002037362 33775 111354750043 13192 132005 14781 010029138203 11/14 PISCATAWAY NJ 1116 7431301 7399 CHASE BONUS & ADDED THIS MONTH USED BONUS S AVAILABLE 1788 TOU MAY SKIP THIS MONTH S PAYMENT. IF YOU CHOOSE TO DO SO. THEN DO NOT MAKE A PAYMENT UNTIL NEXT MONTH. FINANCE CHARGES ACCRUE. THEN NG E PURCHASES 1650 1980 650 1980 ŞU A CASH ADVANCES Finance Charges will be impeced an any new Purchase only if the Purchases flow Rateaco is not paid and cradited in full by the Payment Foo Bate, Finance Charges one imposed on Cosh Advances from the day they are posted in your Accessed onto peed in full. 可用 (43人) - 4万230) へ - 40万230) へ PPI MININ BITTER! VIRMAN 94 474.1 91 5 00 TOTAL PURCHASES 150072 <u> 151372</u> 21264 1000 0000240 00 1000 11/19/91 1000 CONFIDENTIAL H 00483







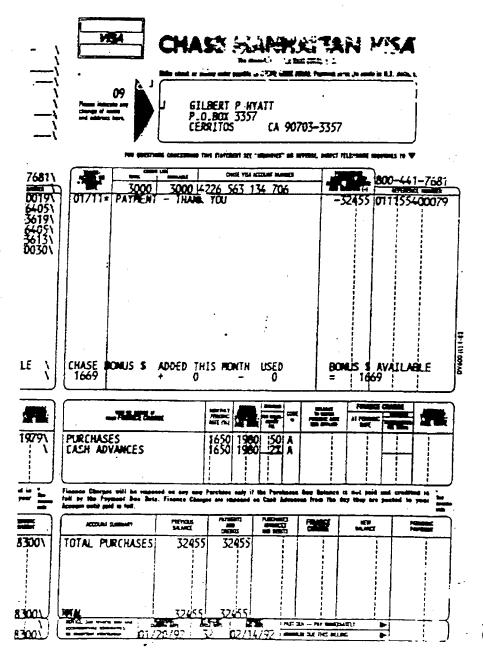
0000241

CONFIDENTIAL

H 00484

ACCT NUMB: 00042 563134706
BIN NUMB: NA
AMOUNT: NA
MEDIA DTE: 01/92 BILL DAY: 19
COMMENTS: NA
P O BOX 81230
LAS VEGAS NV891801230

OF TOR: QV2 DATE REQ: 01/18/95 INO NUME: 9501873500QV2 RANGE : 13 OF 18 ROUTE TO: M

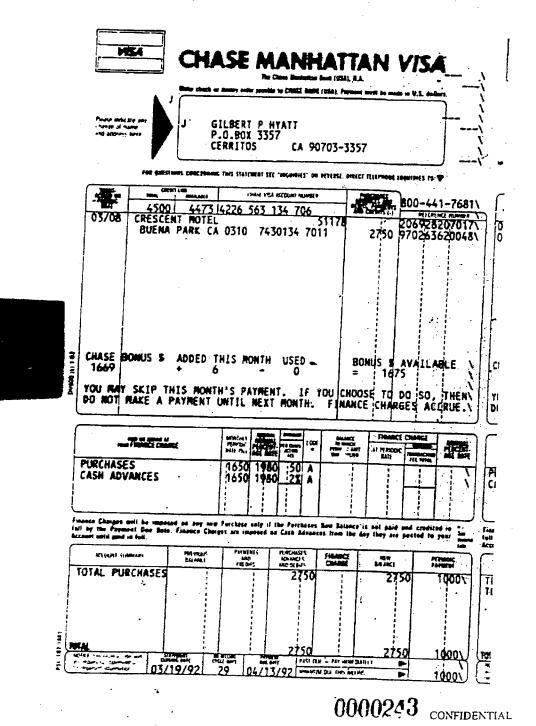


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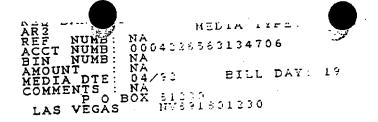
CONFIDENTIAL H 00485

REF NUME: NA
ACCT NUME: 0004 5563134706
BIN NUME: NA
AMOUNT : NA
MEDIA DTE: 03/92 BILL DAY: 19
COMMENTS : NA
P O BOX 81230
LAS VEGAS NVS91801230

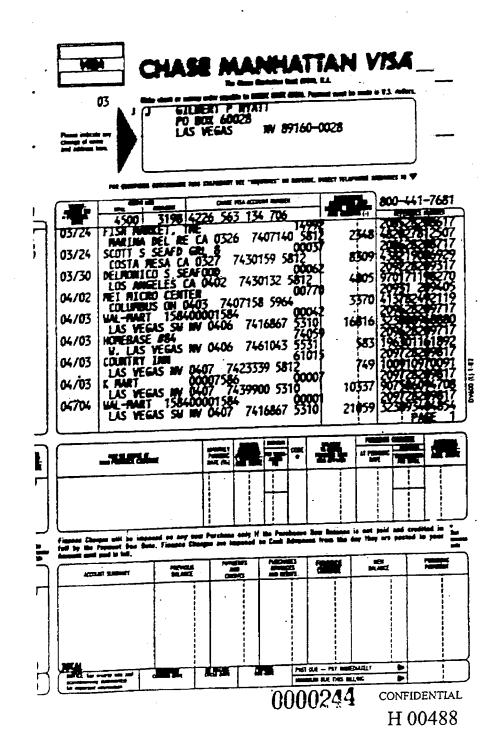
O. AATOR: QV2
O. AATOR: QV2
DATE REO: 01/18/95
INO NUMB: 9501873500QV2
RANGE : 15 OF 18
ROUTE TO: M

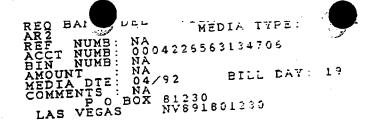


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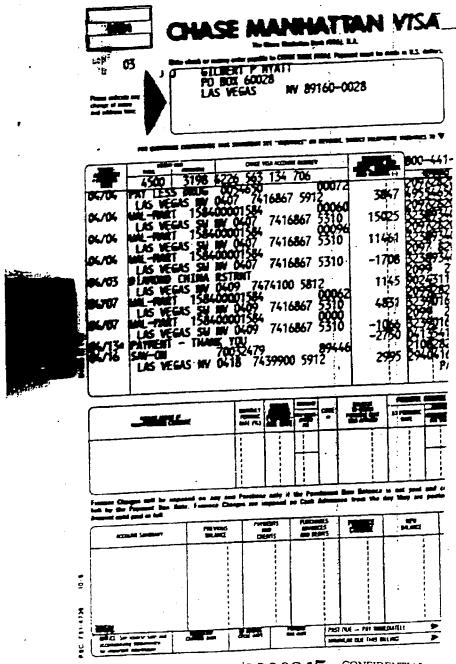


DEPT ACUSRV OPERATOR: QV2 DATE REE: 01/18/ INC NUMB: 950187 RANGE TO: M





DEPT COLUMN OF THE PROPERTY OF



0000245 CONFIDENTIAL H 00489

V: 5329-0312-5816-5925

THE MBNA AM CA'GOLD CARD
1991 YEAR-END SUMMARY OF CHARGES

Transaction Detail

MBNA

CHARGE	TRANSACTION DATE	TRANSACTION DESCRIPTION		REFERENCE NUMBER	AMOUNT	i Sino	CUS TOMER USE
						BUSINESS/ PERSONAL	DEDUCTIBLE
AIRLINE	05/20/91 08/21/91 08/21/91	AMERICAN 0011317219822 ARTESIA AMERICAN 0014082310885 DALLAS AMERICAN 0014083073537 DALLAS	A T CA	65107211150302379675537 65430421242301362055058	1,082.00		- 6
	10/01/91	00.000000000000000000000000000000000000	_	55430421247301362078467 75313801298998391222404	50.00		S. P. S.
	11/26/91	1877557505100	•	65430421304301362065712 78410191337362582236423	20.00		•
	8/97/	AIRLINE TOTAL		78410191337362582236415	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
LODGING	10/17/91 10/21/91 10/22/91	SHERATON CRYSTAL CITY ARLHIGTON HARRIOTT HOFEL23007933 DALLAS HILTON HOFELS TARRYTOWN LODGING TOTAL	S 1021 VA S 1X 10WN MY	7822001296091295476725 80410191295449017325925 70485301296601530550059	249.74 26.71 396.63		
CAR RENTAL	10/14/91 10/16/91 10/22/91 12/16/91	ALAMO RENT-A-CAR STERLING ALAMO RENT-A-CAR STERLING HATIONAL CAR RENTAL HEHARN ALLSTATE RENT A CAR LAS VEGAS CAR RENTAL TOTAL	ING VA * ING VA K K HJ EGAS RV	70485301289775326975626 70485301291775326975622 70485301290755050812030 80421831350980068119431	95.11 31.81CR 110.08		
RESTAURANT	01/12/91 10/07/91 10/19/91 11/26/91 12/03/91	CHINA BEST RESTAURANT CYPRESS MR 510X BOBS BIG BOY E00000638 TARRYTOWN KING DRAGON RESTAURANT CERRITOS MARIE CALLENDER #50 BUENA PARK KING DRAGON RESTAURANT CERRITOS	- ¥	70326801014099099416346 7642118181422219281917 80410191294311009868026 70421261331980148741783	23.35 23.35 32.12 7.30 15.05		:
	12/04/91	ENDER #50 TO	PARK CA	7041985133985125740213 70419851339454175300312	16.78		
DEPARTMENT Stores	12/13/81	K WART 00004369 LAS VEGAS DEPARTMENT STORES TOTAL	EGAS NV	80410191349904369347030	112.83		
SPECIALTY STORES	04/30/91	COMP USA FOUNT COMP USA FOUNT SPECIALTY STORES TOTAL	FOUNTAIN VAL CA FOUNTAIN VAL CA ITAL	70267001121992721191105 70267001127992727203668	108.20		
MEDICAL	16/91/50	DRUG EMPORIUM #805 LAPALMA MEDICAL TOTAL	МА СА	70411301137901997586006	27.39		
sа и 0000 24 €	05/14/91 05/15/91 05/15/91 05/15/91 05/16/91	VENICE 800-837-4884 LOS ANG HENJAN ENIERTAINMENT TARZAHA TELE GROUP SERVICES ENCIND HENJAN ENIERTAINMENT TARZANA GARAGE DOOR NEPAIR CYPRESS HENJAN ENIERTAINMENT TARZAHA	LOS ANGELES CA TARZAHA CA ENCINO CA TARZANA CA CYPRESS CA	7942251135043209024336 79431841135500078377592 79431841135500078377592 80425571135980020590543 794318411355800078377592	11.88 10.00 20.00 37.50 58.00		

CONFIDENTIAL H 00503

REF NUME: NA ... ACCT NUME: 00042 BIN NUMB: NA AMOUNT : NA MEDIA DTE: 11/91 COMMENTS : NA ... P O BOX 81 LAS VEGAS NA 0004226563134706 NA NA NA EILL D ACUSRV QV2 01/18/95 9501873500QV2 11 OF 18 OPLRATOR:
DATE REQ:
INQ NUMB:
RANGE
ROUTE TO **EILL DAY:** 81230 NV891801230 FILEENT P MYATT P.O.BOX 3357 CA 90703-3357 CERRITOS Millions concrement sale statement PEL "Indianales", on besterk project sefelwood indianales en 🗥 581 3000 2800 A226 563 134 706 10726 ADJUSTMENT TO RETAIL PURCH BAL 10726 ADJUSTMENT TO RETAIL PURCH BAL 10726 KING DRAGON RESTAURANT 231 CERRITOS CA 1029 7473156 5812 FIDDLERS FULLERTON 897 FULLERTON CERRITOS CA 1112 7473156 5812 11/10 FULLERTON CA 1112 7460770 5812 71/13* PAYMENT - THANK YOU APPLIES 500-441-7681 117 150 142 -113400 102691500033 130128130217 2622 980126744728 131528131617 2532 980126748010 131528133617 1329 98000203736 89601 -33775 111364750043 13192 132005 14781 010029138203 71/13+ PAYMENT - THANK YOU -33775 11/14 | IEEE PISCATAWAY NJ 1116 7431301 7399 CHASE BONUS & ADDED THIS MONTH USED BONUS & AVAILABLE 1788 184-= 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. 첉 ATTENDED TO PURCHASES 1650 1980 1650 1980 30 A CASH ADVANCES Finence Charges will be imposed on any now Purchèse only if the Purchases Bow Balance is not paid and credited to full by the Payment See Bate. Finence_Charges.com imposed on Cash Advances from the day they are posted to your Account until poid in full. PATEMPHIA SECTION TOTAL CONTRACTOR ing the section of th 00 TOTAL PURCHASES 150072 151372 19964 1000 TOTAL __150072

11/19/91

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<u> 1000</u>

1000

H 00483

329-0312-5816-5925

ACCOUNT

CHARGE CATEGORY

AIRLINE

LODGING

Transaction Detail

 $19\zeta^{(\cdot,\cdot)}$ Year-End Summa, , of Charges

goes a long way

				REFERENCE NUMBER	AMOUNT	CUST	CUS TOWER USE
01/08/92	AMERICAN OCCUPATION		į			BUSINESS/ PERSONAL	DEDUCTIBLE
01/21/92	14082202471	HOUSTON	o ce	65430422017301362046593 79313802021998391883209	80.00 92.00CR		
08/09/32		LOS ANGELES DTAL		70414462224412062834009 70414462224412062834017	56.00		
01/10/92	MARRIOIT HOTELS TA	TABBYTOUR			100.00		
26/11/90	_	LAS VEGAS	***	70485302011276011725959	161.00		
06/19/92	TEL CASINO		2	78421632176903088038674	16.70	-	
06/22/92			2	85308702176902337021014	22.73		
06/25/92		LAS VEGAS	2	78421622176361087026866	27.71		
06/25/92		-	NA.	75421672182903130026760	27.13		
76/81/10			AN.	7542163220490000052	29.75		
08/28/02	MIDACE THE		2	753087022409024954	15.89		
08/31/92			25	7842163224790300209534	44.41		
09/16/92	. DAI ACE	LAS VEGAS	2	78421632248903011004920	0. 50 50. 50		
10/11/92		LAS VEGAS	2	85308702265902177073671	2.0		
10/15/92	T.		₹ 3	78421632290903005026142	144.66		
11/20/92			2 2	78421632294903027088357	33.15		
11/28/92	INT HILTON			75421632336903015037362	40.BS		
11/29/92				70277002335503320000445	392, 10		
12/04/92	WATERFRONT HILTON	HUNTINGTON B	CA	7027700242603970263620067	143.00		
12/08/82	WATERFRONT HILTON	HUNTINGTON B	CA	9//000025505255505755	0.76		
19/14/92	Z	HUNTINGTON B	CA	7027700214250112000120	1.62		
70 /1 /2	HILION	BRECKENRIDGE	. 00	8932840235063350134929	43.04		
	LODGENG 101AL	یے			4 440 24		
01/11/82	NATIONAL CAD DESTA				7,041,7		
12/04/92	A-CAD 38	WASHINGTON		70485302020755222447023	133.80		
	TO TO		₹.	70485302339206508781392	317.86		
		ļ			451.68		
12/10/91	A RSTRNT	LAS VEGAS	AN.				
01/11/92	JRANT	GREAT FALLS	VA	7672640000000000000000000000000000000000	21.60		
06/30/92		LAS VEGAS	2	704 :6:00:00:00:00:00:00:00:00	127.10		
07/19/92	I/EXCALIBUR	S VEGAS	NA NA	10410102183100901830094	11.45		
08/01/92			NA.	80421632202509041800748	11.50		
08/08/82	STAURANT-ART	ARTESTA	2 5	70416192216100902160096	16.88		
08/08/92	00017525	BELLEY OWER	, č	804 18352220970182300119	6.38		•
08/06/92	00017525	BELLFLOWER	, .	10414462220404185588874	6.00		
08/01/92	SE REST	ARTESIA		1041445220404189588533	14.17		
08/08/92	51	AS VEGAS	5 3	80420992220210026613027	2.00		
08/08/92	57	AS VEGAS		70442982222054311094707	17.09		
08/11/92		AS VECAS	2	80308702223500325881284	12.56		
08/11/85	TITATI	240 110 041	2 7	70416192231100902310098			
					7		

CONFIDENTIAL H 00508

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CAR RENTAL

RESTAURANT

STATE OF CALIFORNIA



FRANCHISE TAX BOARD 333 N. GLENOAKS BLVD., SUITE 200 BURBANK, CA 91502-13706 ~ 2942 TELEPHONE: (818)

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:

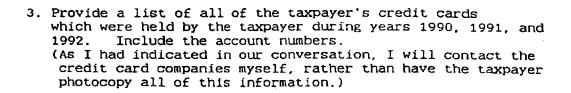
Based upon our telephone conversation yesterday, I am submitting the following revised list as a document request for items needed to complete the audit. You had indicated your concern about the cost which the taxpayer would have to bear in order to photocopy all of the documentation.

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:

- 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 trailed and moved immself to California friends send any documentation such as purchase receipts registration, incurance, etc. to substantiate ownership of the trailer.)
- 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 combens.

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- 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

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TATE OF CALIFORNIA

ANCHISE TAX BOARD

J N. GLENCARS 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:

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.

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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.
- 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.

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

Sheita Cox Tue Nortitor

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H Older







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. 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 Mr. Cowan had indicated that the taxpayer would be I have enclosed the FTB Form 2590 for each willing to do so. Please have the taxpayer sign each form and send these entity. 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. I have indicated on the next page where such additional information is needed.

	PS Form	n 386	00, 1	Marc	h 199	3										
		Posimark or Date	A Fees	Raturn Receipt Showing to Whom, Date, and Addressee's Address	Return Receipt Showing to Whom & Date Delivered	Restricted Delivery Fee	Special Delivery Fee	Certified Fee	Postage 4	Las Vegas NV	6100 Elton Way	Michael W. Korn	See Reverse)	Certified Mail No Insurance Coverage	Receipt for	z 239 601
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The following additional information is needed:

BANK INFORMATION

 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.

 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

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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.

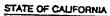
Sheila Cox Tax Auditor

cc: Eugene Cowan-

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CONFIDENTIAL

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lauthorize First Fidelity	Bank	
	Name of Financial Institution	
located at 2200 W. Orangewood	ed Suite 110 O	
ocaleu al	Address of Financial Institution	92068
	· · · · · · · · · · · · · · · · · · ·	
A		
to release to the California Franchise Tax	Board financial records in the name(s)	of Gilbert P. Hyatt
	<u></u>	
Financial Institution Account Number(s)	016000296-3	
covering the period from 1/1/91		1 /02
to being the period none	to 12/3	1/92
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The statutory purpose for which the information in	voke this authorization at any time.	mat, under the California Right to
•	Current Date	and expires on
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October 1, 1995		
Current date plus six months.		
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ignature of Tampayer or Corporate Officer		-
	Signature of Taxpayer or Corpor	ration Officer
		0000256
18 2300 (PLEV 3-43)		
	2/7: 3	CONFIDENTIAL
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lauthorize Irvine City Bank	k		
•		Financial Institution	
located at 2400 Michelson I	Or. Box 1	19642 Irvine, CA 9	2713-9642
	Address o	of Financial Institution	
		•	
to release to the California Franchise Tax	Board finance	ial records in the name(s) of	Gilbert Hyarr
Financial Institution Account Number(s)			<u> </u>
•			
covering the period from <u>Lanuary 1</u>	1991	to12/31/9	2
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he statutory purpose for which the information alifornia Personal Income Tax and Bank at nancial Privacy Act. I have the right to revious authorization becomes effective on	oke this author	orization at any time.	and compliance with the under the California Right to
becomes enective on	Aprii	1, 1995 Current Date	and expires on
October 1, 1995		•	
Current date plus six months.			
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Sture of Tappayer or Corporate Officer		Signature of Taxpayer or Corporation Office	
		- F Or respuyer to corporation Office	
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			er.
			0000257
2000 (AEV 3-403)		27	

STATE OF CALIFORNIA FRANCHISE TAX BOARD



Authorization to Release Financial Information to The Franchise Tax Board

authorize	Callfornia			
		Name o	f Financial Inschool	
located at	410 Los Ce	rritos Cente		0701
		Address	of Financial Institution	
	•			
to release to the	ne California Franchis	e Tax Board finan	cial records in the name(s) of	Gilbert Hyatt
•			in and the major of	
<u> </u>				
Financial Institu	ition Account Number	r(s) 004-0513	796-4, 082-05:	22494-6
		•		
· · · · · ·	nou none	ary 1, 1991	to Dece	ber 31, 1992
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rinanciai Privacy	Act, I have the right	to revoke this auti	norization at any time.	of and compliance with the nat, under the California Right to
7783 200101122001	n becomes effective of	on April 1	1995	and expires or
			Current Date	-
October	1, 1995	·		
	nt date plus aix months.			
whereas or 1900sher or			.*.	
•	Corporate Officer		Signature of Taxpayer or Corporation	on Officer
	Corporate Officer		Signature of Taxpayer or Corporation	on Officer
	Corporate Officer		Signature of Taxpayer or Corporation	on Officer
	Corporate Officer	·.	Signature of Taxpayer or Corporation	
TB 2540 (PIEV 3-43)	Corporate Officer		Signature of Taxpayer or Corporation	0000258
TE 2500 (PLEV 3-00)	Corporate Officer	·.		
F8 2540 (P4EV 3-40)	Corporate Citicar		Signature of Taxpayer or Corporation	0000258

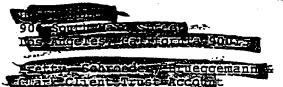
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FRANKLIN FEDERAL MONEY FUND. UCCUZ ZZZ ZZZZ PAYABLE THROUGH BANK OF AMERICA. UCCUZ ZZZ ZZZZZ S30 LYTTON AVENUE P. O. BOX 180. PALO ALTO, CA. \$450T	B CINOVAL FY
PAY TO THE VOIGON Trails This felled of John 100	28 79 91 11.15
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ment shall be made by ; The foregoing immediately available funds to:

BANK:



ACCOUNT NAME:

ACCOUNT NUMBER: 10051 9835

ROUTING NUMBER: 222000496

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-

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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:	na 1 and/or 2 for addition	nel services.			vish to receive	
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STATE OF CALIFORNIA

FRANCHISE TAX BOARD

3 N. GLENOAKS BLVD., SUITE 200

(RBANK, CA 91502-1170

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.

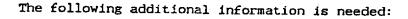
Some of the information obtained at the meeting was not complete, so I will have to request information such as account numbers, etc. I have indicated on the next page where such additional information is needed.

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BANK INFORMATION

 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 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 tranfers were made.

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 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

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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: Rugene Cowan

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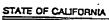
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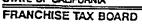
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_	Name of Financial Institution
located at 2200 W. Orangewood S	uite 110 Orange, CA 92668
	Address of Financial Institution
to release to the California Franchise Tax Board	d financial records in the name(s) of Gilbert P. Hyatt
	en e
Financial Institution Account Number(s) 0160	000296-3
covering the period from 1/1/91	to 12/31/92
The statutory purpose for which the information i	is to be obtained is for administration of and compliance with the
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to release to t	he California Franchise T	ax Board financ	ial records in the na	ame(s) of Gilb	ert Hyatt
				<u> </u>	<u> </u>
Financial Instit	ution Account Number(s).				•
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lauthorize California Federal Bank	
Name of Final	ncial Institution
located at 410 Los Cerritos Center	
Address of Fir	vancial Institution
to release to the California Franchise Tax Board financial	records in the name(s) of Gilbert Hyatt
Financial Institution Account Number(s) 004-051379	6-4, 082-0522494-6
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The statutory purpose for which the information is to be obtainformia. Personal income Tax and Bank and Corporation in ancial Privacy Act, I have the right to revoke this authorities authorized the context of the con	Tax Laws. I understand that, under the California Right to zation at any time.
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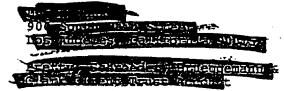
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The foregoing ment shall be made by immediately available funds to:

BANK:



ACCOUNT NAME:

ACCOUNT NUMBER: WIFE ---ROUTING NUMBER: - : 122 20111 2011

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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RANCHISE TAX BOARD

3 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-1170
TELEPHONE: (B18) 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.

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

- Irvine City Bank Account Irvine, California
 Bank account number, statements, cancelled checks, etc.
 for 1991 and 1992.
- 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

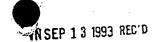
This information requested is required by our legal department. This documentation is necessary for analysis to determine a pattern of the taxpayer's spending habits and to determine when the taxpayer severed ties with California and established ties in the state of Nevada. Please send this information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

Sheila Cox Tax Auditor

cc: Eugene Cowan

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

September 8, 1993

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

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:

Date	Check <u>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			<u>\$24,267,350</u>

Mr. Hyatt should be able to provide photocopies of thes 000272

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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.
- 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)

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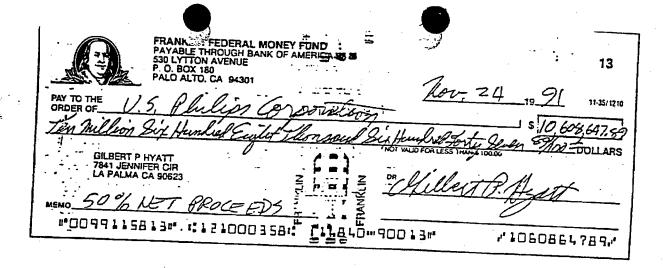
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ر ال.	The undersigned Grantor (s) declare (s) under penalty Documentary transfer tax is \$192.50		
046	(X) computed on full value of property conveyer () computed on full value less value of liens an	d, or	
	City of	Da Palma	
•	FOR A VALUABLE CONSIDERATION, receipt	of which is hereby acknowledged.	
77 8	GILBERT P. HYATT		
32	hereby GRANT(S) to		·
	GRACE JENG		
00×	the following described real property in the City County of Orange	y of La Palma , State of California:	·
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	Commonly known as 7841 Jennif	er Circle, La Palma, California	
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Askuon Ideniifica	Dated October 1, 1991	- Gillert P. Hyett	
	State of California	GIIDLET F. RIALD	1
	County of Orange		
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NOTE SECURED BY DEED OF TRUST

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In installments as herein sta	ited, for value received, I pro	mise to pay to ***GILBER!	r P. HYATT ****	****
21 P.O. Box 3357	. Cerritos. CA 9	0703 or as designa	ted by benefic	or order.
the sum of ONE HUND	RED SIXTY THOUSA	ND and 00/100****	**********	
with interest from Octo		112 and 007 100		LLARS
rate of eight (8) per c	ent per annum; principal and	on unpaid princip	
ONE THOUSAND O	NE HUNDRED and O	0/100********	*********	nents of
or more on the fire	st	day of each _ and every		
on the <u>first</u>	day of <u>Novem</u>	ber, 1991		- C · · · · · · · ·
me all unnaid and	l received princip	and continuing until Octob	er 1, 1996 at w	hich
WE GIT GUNDATO SIN	accided princip	oal and interest s	nall be due and	<u>pay</u>
out such unpaid interest so at the maximum rate permit when due the whole sum of Principal and interest payable such sum as the Court may to a California corporation, as The the event of sale, transfer, or any part thereof, or any in the event thereof, or any in the event thereof.	compounded shall not excitted by law. Should default principal and interest shall e in lawful money of the Unix as attorney's fees. This nrustee. . conveyance, or alienation of the conterest therein, whether you	t be so paid it shall thereafter eed an amount equal to simple be made in payment of any in become immediately due at the nited States. If action be instituted is secured by a deed of true of the property described in the intary or involuntary, beneficial	e interest on the unpaid possible interest on the unpaid principal or interest of the option of the holder of the steed on this note I promise to T.D. SERVICE COM.	rincipal interest is note. to pay PANY, s note,
flective unless in writing. Co equire such consent to succeed	e, including any prepaymen onsent by the Beneficiary to eding transactions.	y maturity date expressed herein t charge provided for herein one such transaction shall not t	No waiver of this right stonstitute a waiver of the ri	- 4 H-
This note is subj	ect to Section 2	2966 of the Civil	Code, which	
provides that the	holder of this	note shall give w	ritten notice	
o the trustor, o	I nis successor	in interest, of p	rescribed	
alloon payment i	ast yo and not n	ore than 150 days	before any	
payment 1	s auc.	·		
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If I	· .		0000	28.
GRACE JENS			COMPANIE	
	U	<u> </u>	CONFIDENTIAL	
	- 		H 01247	

THIS FORM FURNISHED BY T. D. SERVICE COMPANY

RA000637

MECONO	<i>y</i>
BENEFICIARY	
AND THE RECORDED HAM, TO	
GILBERT P. HYATT	.=
₽-0. Box 3357	
Cerritos, CA 90703	
™ ∟	
This Dural of Tares	SPACE ABOVE THIS LINE FOR RECORDER'S USE
This Deed of Trust made the first	day of October, 1991 .herwen
thurse address is 12419 Dawn Lane, Cerritos,	GRACE JENG , herein ralled the street, CA 90703
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	(state) (zip)
GILBERT P. HYATT, herein called TRUST	EE, and
Witnesseth: That Trustor temptor and theate the	GILBERT P. HYATT herein called SUMBERLARY,
the City of La Palma,	Oxange County, Colifornia, described as:
LOT 131, TRACT 6055, AS PER MAP REC	ORDED IN BOOK 222 PAGES 15 THROUGH 17.
Commonly known as 7841 Tornifor Cim	
Commonly known as 7841 Jennifer Cir In the event of sele, transfer, conveyance, or alienation of said; voluntary or involuntary. Beneficiary shall have the circle of second	
trust, irrespective of the majority date entermind there and the	at its opinion, to rectare the note secured by this deed of
any prepayment charge provided for therein No manner of the such	and demant or notice, immediately due and pavable, including
TOGETHER WITH the cents ignored and market the contract	quite such consent to succeeding transactions.
TOGETHER WITH the reats, issues and profits thereof, SUBJECT conferred upon Beneficiary by paragraph (10) of the provisions incissues and profits.	1. HOWEVER, to the right, power and authority given to and
For the Purpose of Security 1 Performance of such as a	47
For the Purpose of Securing: 1, Performance of each agreement Payment of the indebtedness evidenced by one promisery note of e principal sum of 5 160,000,00	
sums and mirers) thereon may be realize by learned to Tourist and	er in lavor of Beneficiary or order. 3. Payment of additional
puter receing that they are secured in this third of Tours	s to transfer assigns, when evidenced by a promissory note of
To Printect the Security of This Deed of Trust, Trustor Agrees note secured locale that provisions (1) to (1)), to basee, of the form forth below, and at the Recording Location of the Official Records in	is By the execution and delivery of this Deed of Trust and the
furth below, and at the Recording Location of the Official Records into noted below opposite the name of such county, viz.:	the office of the county recorder where said property is located
CHOOSE YOU PAGE CONNEY WIN PROCE CONNEYS BOOK PROCE CONNEYS	Seek ring Charity most First Charty
hrve 271 CD hareste 192 674 Butte 2797 700 heavens	470 T39 Camra Custa 8630 937 Alamega Re 5366 tm 209 1415 1461 Del Nurte 217 24 Bes Annuas Set 475 Annuas
Lascen 301 650 San Bende 430 180 Colosa e55 170 Mediec	254 362 Et Durady 1527 552 Momerey Rept 1241 Page 210
Manu 242 578 Systems 818 289 Glenn 528 653 Seland	12669 206 Memoorna 1146 682 San Grego Frie Page offs 190003 1978 35816 Reversele 1978 92574 San Francisco Liber C506 Page 809
Nevaria 949 394 Sorter 925 178 Aurgs 1118 328 Februa	ACP 13 SECTAMONIO 7805-10 SCA SAN Mater Reel 7747 Page 319
TACET 1973 153 Subset 3530 743 Lake 932 570 Francy Sumas 287 689 Subsettino 531 665 Waders 1395 994 Ventura	791 786 Sam Jaaouss 4395 944 Septa Vol 28 84 172
64513 1520 42 Yells 1305 460 Marin 1376 636 Marin	5113 277 Santa Clara DESA 525 667 39 Santa Crez 2508 714
which provisions, identical in all counties, are printed on the reverse part hereof as fully as though set forth herein at length; to observe an whiteations, and parties in said provisions shall be construed to refer a	hereof) hereby are adopted and incorporated herein and made
hligations, and parties in said provisions shall be construed to refer to	o property, obligations, and parties set forth in this Deed of
The undersigned Trustor requests that a copy of any Notice of Defacts address hereinbefore set forth.	ult and of any Notice of Sale hermands by a state of the
In accordance with Section 2924b, Crot Code, request is hereby may of Default and a cupy of any Notice of Sale under Deed of Trust receipt Boats.	de hy the undersigned TRUSTOR that a copy of any Notice
above described property, executed by GRACE JENG	inge County, California, as affecting
as I rustor in which GILBERT P. HYATT	
be mailed to GRACE_JENG	HERT P. HYATT as Trustee.
whise address is 12419 Dawn Lane, Cerritos (Number and Street)	(City)
TATE OF CALIFORNIA	(City) (State) (Zip) Suppodure of Trustor
DUNTY OF ORANGE SS.	Maria di
before me, the undersigned, a Notary Public in and for id County and State, personally appeared	GRACE JENG
GRACE JENG personally known to me	
proved to me on the basis of satisfactory evidence	
the fine personss) whose name	
acknowledged to me that <u>STIC</u> executed the same	
TNESS my hang and ollicar sear	0000282
- Nature	ひししんびん
Name (Typed or Printed)	CONFIDENTIAL
	H 01248

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Recedent has even days from above date to windraw application and receive a return by the above	o accepted within 3 days, this application shall be decreased in	hom
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House Rules — Quiet Conduct: Rinant has raid and ingree to comply with and acanowledge receipt of a copy of the house rules and policies now in effect, the expensive recordurate developes and policies now in effect, the expensive recordurate developes and policies now in effect, the expensive records and proposed herein by this refinement, ever harder spreet to comply with such amendments develope as may from these to these the made by Landsord any other Rhand or person, or treate or maintain a nuisarce, or drawn the peace or relative spreed or commit waste in or about the Promises or Propurties. Tenurs effollowed any Federal, State, County or local law within the promises or apartition.

Waterbeda/Antennes: No waterbed or similar water-Skot device anall be placed in or about the Premises without prior written constant of Landbod; if such or gravied, said waterbed or device will be half-lined, and Tenera agrees to deposit with Landbod proof of adequate insurance. No television, ratio, microwevers and be placed in or about the Premises without the prof written consent of the Owner.

sublesse, Exappment 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 raide, business or occupation shall be carried on these. Tenant will use and occupy said premises and appurtanences in a careful, sale and proper manner and comply with the County Ordinances and with descend of legicle officials as to the use therefor and appurtanences in a careful, sale and proper manner and in total from time to time. Tenant will not allow said premises to be used in any purpose or it any way that will not leave and premises and the premise and the premise of the building other than that herein specified, not permit the Manne is no countried in whole or in part by any other persons, and will not bring, or permit to be brought into or type approach premises any autocorrects or force or do sny act writin will increase the heared of life in or on said premises; not all the permitted premises any autocorrect or any way that will represent a said Tenant permit and the premises to be used for any unlawful purpose or in any way that will increase the places of the premises and additions to the premises; nor will family permit any substance of the premises and additions to the premises and interest content of the substance of the premises and interest provided in said writing content. All senting of all and other public places in the building shall not be observed or used by Tenant for any other public places in the building shall not be observed or the Landord.

17. Loud Maste or Other Notes: No maste or nose shall be permised which contents and in the premises and interest the substance or nose shall be appropried.

Loud Muste or Other Notes: No must or rouse shell be permitted on the premises which shall be objectionable to the occupants of the building or to the Landord. Deedbotts and Kays: Totant shall not have installed a deadbott on the door to the said premiase or change a deadbott lock now satisfing on said premiase without high barring Landord's consers, in writing one supplying to Landord's, for intention in case of americancy access to eakit premises, a sato key to be deposed with Landord and to be held at the main office, and the same may be used for entry into the premises in the event of any emurgancy.

10. Destruction/Condomination (Il-flows in gay pursu) ground for servy into the premises or of the pursuing in water promises are located, by fire, casualty, or other cause. Landors shall promptly repair the same Such partial destruction of the Premises, or of the pursuing in the Premises are located to proportionate reduction of root to such an extent operation and inferiors with the notional uses and accurancy or the Primises by Tonian if the premises are damaged or destroyed by fire, casualty or other cause while such one-strend that anymens of the time and country of the Primises by Tonian in the service of the partial observations of the promption of the primises are considered that any terminal promption and Tonian the promption of the primises are considered to the promption of the primises are conducted to the primises are conducted to the promption of the primises are conducted to the primises are conducted to the promption of the primises are conducted to the promption of the primises are located, shall be taken or conducted for a public or quasi-public use, then this Agreement shall terminate as of the

Subordination: The Agreement shall be subordinate and guiltor to any and all Sans and encumbrances of any kind or description and any amount, with heresizes around sand placed by Landbord on the property of which the Premises are a part.

21. Attorner's Feer/Costs: in case suil shall be brought for any unterful detainer on the premises, or for recovery of any tent or other charges due horsunder, or because of breach of any other covenant of this Agreement on the part of Broam to be kept or performed, reasonable attorney's feet may be awarded to the prevaling party in such

22. Notices: Teners agrees to accord all Noticos to Tanzari, which may be delivered personally or by depositing the same in the United States that, postage prepaid, and advantaged to Teners 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 by N.P.S. 40.280.

so required by minimized to this Agreement and each payment to be made as provided herein and of performance by each provision horseln contained to the part of Tenant be taps, made or performed. All rights, remedies, elections, and powers granted Landard by this Agreement or by law as cumulative and no one remedy is acclusive of any other. Landbord's eviner of any term or condition hereof shall not consisted a continuing waters released or of any other subsequent breach of any similar or desamble form or conditions. This Agreement shall be tinding upon and fours to the benefit of the heirs, administrators, successors, and assigns of all of the perfect hereto, and all of the parties hereto and all other perfect hereto, and all

24. Liability: Tenant agrees to hold owner and its spents harmous hum each and all claims of loss or danatigs to properly and of injury or death to persons bookming on the parameter contact for the personal property of the Tenant's responsibility to obtain his own personal property of the Tenant is the Tenant's responsibility to obtain his own personal

Termination by Tenents
(a) It the term provided in parsignaph 1 above be lot offer 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, ascept said terms shall not their include any option or right to renew or extend the term hereol, ascept by (3) Tenant is required by this agreement to provide a written thirty (30) says notion to the Landdord at the renew or extend the termination of the series that whether that thirty carp is parter to be sent at the termination of the termination of the sent of the series and renew series are the termination of the Landdord at the Landdord of the termination of the sent of the

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To least, the any part viewing after use proceed in any embodied constant of the partition
28. Entire Agreement: Concerning this Agreement and leasing of any aproximent, it is not the policy of Landford of its agents to enter into any oral agreement or to ray upon any oral representation(s). This Agreement contains the antitis agreement between the parties haven; all representations of Landford and/or to Tenant are haroly manged haren.

23. Validity: 8 any term of provision of this Agreement of this application traceof to any person or droumerance shall, to any ement, be invalid or unenforceoble, the remander of this Agreement, or the application of such term are provision to persons or droumerance other than those to which it is a held writed of unenforceable shall not be affected that the same and provision of this Agreement shall be valid and be enforced to the hallest extend converted by law.

IN WITNESS WHEREOF, Landlord and Tonard have executed this Agreement in deplicate on the date first written above. PLEASE READ CAREFULLY BEFORE SIGNING

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14. Weterbads/Antonnee: No waterbod or similar water-filed device shall be placed in or about the Premisee without prior written consent of Landord; if such convert is granted, said waterbad or device will be suffy fined, and Teners syres to deposit with Landord proof of adequate insurance. No talevision, rutho, microseve or converting the placed in or about the Promises without the proof written consent of the Owner.

blease: Resert shall not let, subjet, assign, or insurfer all or any part of the Prantises without the prior express written consent of Landford; any such attempted lease, assignment or transfer shall be void.

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 purposas only and for no other purposes, and no vaids, business or occupation shall be carried on herein. Tenant will use and occupy said premises and appurtentances in a current, asks and proper manner and induce from time to time. Tenant will not allow said promises to be used fire any purpose or in any plant will increase the state of insurance thereon not not not proper manner and nother than theses appointed on permit the same to be occupied in whole or to part by any other persons, and will not bring or permit to be said for any purpose or in any insurant in said openiess socially described through his lease, nor shall tenant permit said premises; our shall find our propose or in any state of the premises; nor will find the propose or in any state of the said persons accorded to the propose of the premises to be used for any unlawful purpose or in any stay that will refuse the persons accept by the written content of the Landont Att attentions, improprements and destines to be supposed on the premises and in any sign or packed propose or in any stay that will not will be only any stay that any sign or packed proposed or in any stay that will not said or proposed or the premises and invested that any sign or packed proposed or the pr

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20. Subordination: The Agreement shall be subordinate and juruar to any and at lane and encumbrances of any kind or description and any amount, which hereafter arizing and placed by Landtord on the property of which the Premises are a part.

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21. Altomaty's Fees/Costa: in case said shalf be brought for any unlawful detailer on the premises, or for recovery of any tent or other charges due homunder, or because of breach of any other covenant of this Agreement on the part of binant to be kept or parformed, reasonable attorney's loss may be averted to the prevising party in such

22. Notices: Tenant squees to eccept at Notices to Tenant, which may be delivered personally or by depositing the same in the United States mail, postage propaid, and addressed to Tenant at the Premises, whigher or not the Tenant has departed from, abandoned, or vacalled the premises and all Horices shall be deemed effective it served as required by M.R.S. 40,700.

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2. Time: Time is of the essence of this Agreement and each payment to be made as provided herein and of performance by sech provision herein contained on the part of fanant be laps, made or performed. All rights, remedies, elections, and powers granted Landord by this Agreement are to condition hereof shall not consider a continuing water and no one remedy is established to condition. Agreement water be binding upon and inter- to the benefit of the holds, administrators, successors, and assigns of all of the performance of the

24. Liability: Tenant squees to hold owner and its agents harmless sum each and all claims of loss or damage to property and of figury or death to persons occurring on the premises enited for Tenant's exclusive use. The Landord is not responsible for the personal property of the Tenant. It is the Briant's responsibility to obtain his own personal.

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2. Terministical by Tenunit:

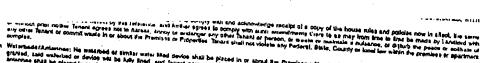
(a) If the term provided in paragraph 1 above be for other than month-to-month, the Agreement shall be deemed a lease for said term; any holdows thereafter shall be for the termination of t

Weltclas: Tenant agrons to park vehicles only in the parking space assigned to the Plannies, in designated open space parking areas or on the public erect. No more vehicle, nor any part thereof, shall be placed in any enclosed building works the apartment complies. Years not any part tremes, shee be present in any evidence building retired to apparent our paid, or if Years I their Victals or hill to observe any of the terms, conditions, and regulations say form or regulations as it form or retired to herein, or if the promised are used in any mention of the condition of if the company of his building. Landroid shall be enabled to declare this rental egreement beached and asserted all exhibits on the minimum proceedings to obtain possession and give such notices thereof, as any provided by level.

28. Entire Agreement: Concerning this Agreement and leasing of any environm, it is not the policy of Landlard or its egents to errer into any onal agreements or to rary upon any onal representations of Landlard and/or to Tenent are hereby merged harver.

Validity: E any term or provided of Risk Agreement of the application thresof to any portion or decumenating shall to any action, be shall no investigate of the Agreement, or the application of such immer provided to persons or ofcurrentance shall to any action, be shall no unenforced in the entertainty of the Agreement, or the application of such immer provided to persons or ofcurrentances often than those are which it is held shread or unenforced in the application of the applicati IN WITNESS WHEREOF, Landord and Tanant have executed this Agreement in duplicate on the data first written above.

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10 Use of Premises by Thanks The said premises are to be used and occupied by Throat and those designated herein has residential purposes only and for no other purpose, and no stack, business are descapation shall be carried on therein. These will use sent occurry said priviles and apputisations in a country forthwhere and with accepts of proper premises and sputialization of the country of proper premises and sputialization of the proper manners and other in horse some there is no sent the country of the proper manners and other bars the proper manners and other bars the proper manners and other bars to premise and a sent and a country of the purpose of many other premises and other proper manners and premises acquising the proper and the country of the purpose of the proper and the proper proper and the property of the purpose of of the purp

17. Loud Music on Detroy Holes: No music or notice shall be parameted on the premises which that be objectivability to the occupants of the building or to the Landons.

18 Deadbalts and Keys: Tenant shall not have installed a displacifier and door to the east premises or change a displacifier and any property of a service and premises or change a displacifier and stating and shall premise which and to be hald all the main option, and the same may be used for many into the premises in the event of any emissions. A seed tay to be deposited with Landord and

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RANCHISE TAX BOARD.

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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 is 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.

CONFIDENTIAL

Your letter states that the taxpayer does not want his name <u>publicly</u> 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 freetrade 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.

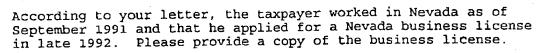
If the taxpayer moved to Nevada on September 24, 1991 and he rented an apartment in Las Vegas in mid-October, where did he stay from September 24, 1991 until he rented the apartment? Provide documentation, such as hotel receipts, restaurant receipts etc. to substantiate where the taxpayer resided for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

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CONFIDENTIAL



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.

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CONFIDENTIAL

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 credict 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.	
1/18/92	Ron R. Hoffman \$200.	
1/18/92	Copley/Colony Cable 27.	.50 Santa Ana
1/31/92	KCET 100.	.00 Los Angeles
1/20/92		00 Manhattan Beach
2/11/92		.00 Cerritos
3/1/92	Harry Widdifield 1,000.	.00 Los Angeles
3/1/92	Copy Us, Inc. 164	_ _
3/12/92	John Heller 10	.00 Los Angeles
4/9/92	John Herman 121	- _
4/13/92	Ron Schuchord 390	
7/11/92	Leni's Typing 500	
7/27/92	Xerographic Copier 377	
7/27/92	Xerographic " 3,900	
7/28/92	Copy Tech 740	
	Leni's Typing 500	_
8/12/92		
9/2/92	001111 110111111111	
9/3/92		
9/21/92	Chasen's 1,926	•
10/2/92	Majordomo 593	
10/2/92	Leni's Typing 400	
10/20/92	Youngmart Travel 1,700	
10/30/92	001111 1102111011	.20 California
11/15/92	00	.00 Pasadena
12/6/92	Leni's Typing 1,267	
12/6/92	Adella Bormentos 300	.00 Los Angeles

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Page 4

CONFIDENTIAL

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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 your have any questions or need additional information, please contact me.

Sheila Cox Tax Auditor

cc: Gilbert Hyatt Michael Kern CPA

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CONFIDENTIAL 11 01926



STATE OF CALIFORNIA

*RANCHISE 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:

OUESTION

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.

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File COPY SE, - (7/26/95 CONFIDENTIAL 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 <u>began</u> 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.

Page 2

0000294

The taxpayer contends that his modest lifestyle and low profile The FTB is aware of the help him to maintain his privacy. methods which successfully increase one's privacy. performing audits of this type, the PTB does examine the lifestyles of many wealthy and famous individuals. The individual do use security systems, gates, etc. to protect their Living modestly is different privacy, as any person would. 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.

OUESTIONS:

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 Your letter states that most of these checks were to him. How often did Ms. Jeng travel to Nevada cashed in 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 She had signed the lease for him and did the initial walkthrough of the apartment. He later came back and signed for... 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.?

Page 3

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CONFIDENTIAL TT 00002

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

CONFIDENTIAL

Page 4

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:

	Tara	G.C. Eggers	no phone	listed
	Tara	nothing	no phone	
7345	Tara	Jack L. Chambers	873-9510	118 000
7353	Tara	nothing	nothing	
7383	Tara	Harold Pryor	367-0314	
			301-0314	

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. 0000297 The house did not have any fences or gates enclosing it and there were no signs of any security or alarm systems.

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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 owns 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

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

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 here 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 "I can't can't can't can't can't door that information." I asked him when his parents would be home, and he said that they would be home at 6:00.

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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

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.

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

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Temple Beth Am 4180 Pecos Road Las Vegas, Nevada

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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 day Lichers his:
- Tryital Nationics or Collect Hyper

10/01

FRANCHISE TAX BOARD

S. Cox

Authorized Representative

Dated:

January 24, 1995

Telephone:

(818) 556-2942

and longer

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)



STATE OF CALIFORNIA



TANCHISE TAX BOARD

IN. GLENOAKS BLVD., SUITE 200

JURBANK, CA 91502-1170

TELEPHONE: (B18) 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

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ITE OF CALIFORNIA

rANCHISE 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 APR 20 1995

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

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

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Ann Gross

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AN AFFIRMATIVE ACTION EQUAL OPPORTUNITY EMPLOYER

LARK COUNTY SCHOOL DISTRICT

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

BUR JUN 0 9 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

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,

/hp

Hilary Porter, Personnel Analyst Human Resources Division

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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

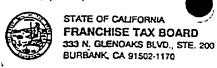
Dr. Brian Cram, Superintendent FAX (702) 799-5505

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(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.

Tax Auditor

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		RECORDING MEQUESTED BY F	
			93
		GRANTEE DDC # 93-0404104 16-JUN-1993 03:34 F	m Transfer
	-	GRACE JENG 2/ 2 Seconded in Official Percords of Granes County. California	
	pro-	12419 Davin Lorne Lorne Lee A. Franch. County Recorder Page 1 of 1 Fees: 1 5.69 Tax: 1 177.55	
	Pres	L Tap Cooks -	
	٠	GRACE JENG Sprafe-	
	<u></u>	Corridor, CN 90703 10/21	
		L Palma, CA 90623	
		SPACE ABOVE THIS LINE FOR RECORDER'S USE	
		Grant Deed THIS FORM PURHENCE OF TRUBTORS SECURITY SERVICE 1816	<u> </u>
	1	The undersigned Grantor (s) decises (s) under penalty of perject that the following is true and correct:	
	246	Documentary transfer tax is \$ 192.50 (X) computed on full value of property conveyed, or () computed on full value less value of lices and encumbrances remaining at time of sale.	
	2	(-) Unincorporated area: (X) City of La Palma and FOR A VALUABLE CONSIDERATION, receipt of which is hereby schnowledged.	
		GILBERT P. HYATT	
2 5 4	7	hereby CRANT(S) 10	
	1	GRACE JENG a single woman	
Ţ.	BOOK	the following described real property in the City of La Palma County of Orange Store of California:	
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	ا	Commonly known as 7841 Jennifer Circle, La Palma, California	
	Number		
	ldentification		
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	Auenon	Deed October 1, 1991 GILBERT P. HYATY	
	^	State of California	
		County of October 1 1997 On Watcher 1 1997 On Watcher 1 1997 Observe me, Light Charles 1 1800	
		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) large	
		subscribed to the within instrument and acknowledged to me that he/she/they executed the same in he/her/their authorized capacity(les), 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, excuted the instrument.	
		WITHESS my hand and official seal DARLENE BEER	
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RIORDAN & MCKINZIE

ORANCE COUNTY OFFICE

BIT ANTON BOULEVARD
SUITE 1657

COSTA MESA CALIFORNIA 92626

2714, 433-2500

EUGENE G. COWAN DIRECT DIAL (2)3- 229-55:5

FAX 1714, 549-3242

CALIFORNIA PLAZA
300 SOUTH GRAND AVENUE
TWENTY-NINTH FLOOR
105 ANGELES. CALIFORNIA 90071
TELEPHONE (213) 629-4324

FAX (213) 229-8550

July 11, 1994

WESTLAKE OFFICE

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

> RICHARD J. RIORDAN (RETIRED)

085460-002

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.

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Matsushita Electric Industrial Co., Ltd.

KADOMA OSAKA571 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,

Assistant Director

Intellectual Property Center

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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 nonassertion 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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CONFIDENTIAL H 01333

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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:

10051-9635

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

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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;

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- (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

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CONFIDENTIAL H 01335

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- 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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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 General Manager Attention

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

Title: Executive Vice President

Date: November 14, 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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CONFIDENTIALITY AGREEMENT RECEIPT OF CONFIDENTIAL INFORMATION

	THIS AGREEMENT is made effective this day
of _	en Mahr Leonard Microscopent Company or representative, having a place of the set Dallar Texas, USA, hereinafter
/betwe	en Mahr Leonard Microscoment Company of representative to baving a place of
'busin	less at <u>Dallar Texas</u> , USA , hereinafter
refe	erred to as the "DISCLOSING PARTY,"
and _	Fujiteu, having a place of business
at _	
refer	red to as "RECEIVING PARTY."
i	WHEREAS, Gilbert P. Hyett and Fujiten
nay o	decide to enter into a mutually beneficial business
	gement or patent license agreement and for that purpose the
	OSING PARTY wishes to disclose to RECEIVING PARTY for
	analysis and/or evaluation, certain information defined
and d	escribed below which it regards as confidential and
propri	ietary (hereinafter called "Confidential Information" or
"Infor	mation").
	NOW, THEREFORE, the parties mutually agree as follows:
νI.	"Confidential Information" or "Information" shall include
	Information concerning Potent Interference No. 102 598
•	only the following:
	•
	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.
- Information received from the DISCLOSING PARTY shall not be deemed to be Confidential Information if:
 - 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;
 - The Information was available to the public at the time of disclosure to RECEIVING PARTY;
 - The Information hereafter becomes available to the public, except as the result of unauthorized disclosure by RECEIVING PARTY;
 - The Information is independently developed by RECEIVING PARTY;
 - 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

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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* Disclosure shall be made only to persons having a legitimate need to know Considertial Information; and no further copies of Confidential Information shall be made beyond what is reasonably necessary for evaluation. 0000324

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

RECE	IVING	PAR	CTY:

Mahr Leons-d Management Com? FUJITSU LINITED

DISCLOSING PARTY:

Typed Name: Sec Typed Name: 5= ISEKZ

ADDRESS FOR NOTICE:

TUDITSU LIMITED Mahr Leonard Management Compan

Phone: (63) 3=16 - 2970

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PATENT AGREEMENT

THIS PATENT AGREEMENT ("Agreement") is effective as of the 24rh 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: <u>SECTION 1 - DEFINITIONS</u>

- 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

benefit of the filing date of any of the 24 patents listed in this Section 1.4.

that such patent claim is supported by and is entitled to the

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

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CONFIDENTIAL H 01344 . 3/34 4

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 H 01345

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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 (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 H 01346

3/36.5

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;

-6-

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CONFIDENTIAL 3/36.7 H 01347

- (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 H 01348

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- 7.9 Any communication under this A seement 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 : 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.

-12-

FUJITSU LIMITED

GILBERT P. HYATT

Tadashi Sekizay President and C

Title: Representative Director

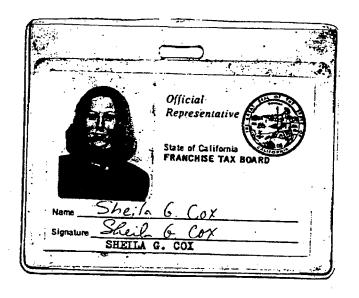
Date:_ October 23.

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Date	1-11-99	
Witness	S. Cox V	4.
	Jean F. Holliday	

Page 1 of 4

INFORMATION	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 -	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. Kem 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.	702-455-4323 Called Clark County Treasurer (702-455-4323) to clarify info contained in documents that office furnished to me.	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	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.
PHONE #	702-455-425	702-455-432	702-455-432		
CONTACTS CONTACT	93 Clark County Business License Dept.	r & Tax Collector		07/05/1994 Clark County Assessor	4 Clark County Dept. of Election Records Dept. Spoke to Shawna
FTB AUDIT NEVADA PHONE CI THIRD PARTIES DATE	07/15/199	06/17/199	07/05/1994	07/05/1994	07/13/1894

Page 2 of 4

FTB AUDIT
NEVADA PHONE CONTACTS
THIRD PARTIES

DATE	DATE	PHONE #	INFORMATION
07/13/1994	Clark County Assessor's Office	702-455-3882	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. Kem is the T/P's
			representative in this audit.
01/26/1995	S Nevada Development Authority		Carol Cooper of Nevada Development Authority
	Carol Cooper		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	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.
	spoke to Sherri		
03/14/1995	03/14/1995 Wagon Trails		Called Sherri of Wagon Trails Apt she will send a
	spoke to Sherri		written statement.
03/23/1995	03/23/1995 Nevada Power	702-367-5555	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
	spoke to Katny		information w/o order from law enforcement agency.
03/23/1895	03/23/1995 Nevada Power		Spoke to Patsy at Nevada Power - She said that
•	spoke to Patsy		they have not compiled any studies about average
			household power usage for Las Vegas, as each
			household varies so much.
03/23/1995	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,

Page 3 of 4

FTB AUDIT
NEVADA PHONE CONTACTS
THIRD PARTIES
DATE

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INFORMATION	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.	Called Silver State Disposal - They said that they charge a flat rate for residential pickup \$29.98/quarter - I also got their address	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 cannot conice.	of bills if we write to customer relations. He said that the water usage at this residence does fuctuate quite a bit.	Called Southwest Gas Consumer Hotline- They do not have studies on average gas usage, as it varies from household to household.	Called Clark County Recorder's Office They show a deed recorded, but they do not show the trust recorded -	Called county assessor's office for Clark County - Trusts do not have to be recorded -	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.
PHONE #			702-258-3984							702-799-5484
DATE CONTACT	03/23/1995 Las Vegas Water Valley District	03/23/1995 Silver State Disposal	03/24/1995 Las Vegas Water District Spoke to Pat Greene of water conservation dept.							04/04/1995 Clark County School District Hilary Porter

Page 4 of 4

FTB AUDIT
NEVADA PHONE CONTACTS
THIRD PARTIES

702-799-5484 Called Hilary Porter of Clark County School District
she is still checking on this for me - she will call me back. Called Georgia Heki of Southwest Gas Corp
of Julia Jeng. 702-486-2500 Received a call from the governor of Nevada's office
She said that Gilbert Hyatt has not been to the 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. 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. Called Las Vegas Business Activity office and
spoke to Carol- they have no record of Gilbert Hyatt business license.
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.)

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:NS

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:

: 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

Tax Auditor

Enclosure

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CONFIDENTIAL H 01223

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



	Date
	Requester Code
	ricquesies doub
POSTMASTER	Account Number
Vecas Nevada 99160	
(CITY) (STATE) (ZIP)	
ADDRESS INFOR	RMATION REQUEST
	following taxpayer or verify whether or not the address surrently being delivered. If the following address is a prize on the boxholder's application form.
Name: GILBERT P. HYATT	
D 0 Dev 600	220 1 11
Last Known Address: P. O. Box 600	D28, Las vegas, Nevada
	required for the performance of this agency's official ning the change of address have been exhausted.
	Toral College
	GERALD H. GOLDBERG
4	GERALD H GOLDRERG
	EXECUTIVE OFFICER
FOR POST OF	
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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) RETURN ADDRESS FRANCHISE TAX BOARD	EXECUTIVE OFFICER FICE USE ONLY NEW ADDRESS BOXHOLDER'S NAME AND STREET ADDRESS Address Date Postmark/Date Stamp
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) RETURN ADDRESS FRANCHISE TAX BOARD 333 GLENOAKS BLVE. ROOM 200	EXECUTIVE OFFICER FICE USE ONLY NEW ADDRESS BOXHOLDER'S NAME AND STREET ADDRESS Address Date Postmark/Date Stamp
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) RETURN ADDRESS FRANCHISE TAX BOARD	EXECUTIVE OFFICER FICE USE ONLY NEW ADDRESS BOXHOLDER'S NAME AND STREET ADDRESS Address Date Postmark/Date Stamp

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EXHIBIT 13







STATE OF CALIFORNIA

FRANCHISE TAX BOARD 233 N. GLENOAKS BLVD., SUITE 200 3BANK, CA 91502-1170 EPHONE: (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.

- Copy of the 1992-93 and 1993-94 property tax bills;
- 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.

Tax Auditor

old# 310.740.039

7/5 Spape w/ Janet - office of ile CLARK CTY TRASURER = PRIPHITY IS IN TIK NAME OF KEPEN TRUST. KEXAL MICHAEL W TRUSTE.

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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:

 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.

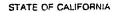
F. P. Soriano Tax Auditor

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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 Tax Auditor 9 20403 No Trust Declaration Only Died.

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CONFIDENTIAL H 01461

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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.

- 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

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CONFIDENTIAL

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FRANCHISE TAX BOARD
33 N. GLENOAKS BLVD., SUITE 200
JRBANK, CA 91502-1170
"ELEPHONE: (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.

2/: a

Thank you for your valuable cooperation.

Sheila Cox Tax Auditor Telephone (818) 556-2942

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FRANCHISE TAX BOARD

133 N. GLENOAKS BLVD., SUITE 200

RBANK, CA 91502-1170

LEPHONE: (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

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ICHISE TAX BOARD
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 reqested 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

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STATE OF CALIFORNIA FRANCHISE TAX BOARD

		AFFIDAVIT
State of Nevada, Las Vegas County of Clark		
I, <u>Harold Pryor</u>		state that:
I reside at <u>7383 Tara Avenue</u>	L	as Vegas, Nevada.
I certify that on March 7th, 1 Sheila Semana, representatives Tax Board.	995 I w of the	as interviewed by Shejja EGN and State of California, Franchise
During the interview I indicat	ed the :	following:
I was asked if I knew who owner that I do not see anyone at the built the house and they sold landscape the house. I have or lived in the neighborhood for the second seco	e house it. We nly seer	wonder why they people don't
I have read the foregoing const understand this statement and i best of my knowledge and belief placed my initials opposite each	lt is tr E. In	ue, accurate and complete to the
I made this statement freely ar rewards, or promises of reward it.	nd volun having	tarily, without any threats or been made to me in return for
	•	(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)
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	Page1	
		CONFIDENTIAL

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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 reqested 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

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. 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 ít. (Signature of Affiant) (Date) (Telephone number of Affiant) Subscribed and sworn to before me this ___ day of March <u>1995</u> at Las Vegas, Nevada. 0000351 (Signature) (Signature of Witness)

(Date)

Page1

(Title)

RA000708

CONFIDENTIAL

H 01552



'E OF CALIFORNIA

. ..NCHISE TAX 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.

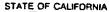
This information is reqested for the purpose of administering the Revenue and Taxation Code of the State of California and for that purpose only.

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

Sheila Cox Tax Auditor

0000352

H 01553







FRANCHISE TAX BOARD	
TANCHISE IAX BUANU	
	Date3/23/95
	Requester Code
POCTING COMP	Account Number
POSTMASTER	
Las Vegas, Nevada 89180	-
(CITY) (STATE) (ZP)	
ADDRESS INF	FORMATION REQUEST
given below is one at which mail for this taxpay a post office box, furnish the street address as	the following taxpayer or verify whether or not the address er is currently being delivered. If the following address is recorded on the boxholder's application form.
Name:Gilbert P. Hyatt	
Last Known Address: P. O. Box 81	230 Tas Vogas Novada 80180
LEST RITOWN Address:	230 Das regas; nevada 09100
	GERALD H. GOLDBERG EXECUTIVE OFFICER
	OFFICE USE ONLY
FOR POST OF MAIL IS DELIVERED TO ADDRESS GIVEN NOT KNOWN AT ADDRESS GIVEN	OFFICE USE ONLY NEW ADDRESS
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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) RETURN ADDRESS FRANCHISE TAX BOARD 333 N. GLENOAKS BLVD., SUITE 200 BURBANK, CA 91502-1170	Postmark/Date Stamp CONFIDENTIAL OCCUPATION NEW ADDRESS BOXHOLDER'S NAME AND STREET ADDRESS Address Date Postmark/Date Stamp CONFIDENTIAL H 01580
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) RETURN ADDRESS FRANCHISE TAX BOARD 333 N. GLENOAKS BLVD., SUITE 200 BURBANK, CA 91502-1170 Att: S. Cox	Postmark/Date Stamp CONFIDENTIAL OCCUPATION NEW ADDRESS BOXHOLDER'S NAME AND STREET ADDRESS Address Date Postmark/Date Stamp CONFIDENTIAL H 01580
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) RETURN ADDRESS FRANCHISE TAX BOARD 333 N. GLENOAKS BLVD., SUITE 200 BURBANK, CA 91502-1170	Postmark/Date Stamp CONFIDENTIAL LI 01 700

RA000710







STATE OF CALIFORNIA FRANCHISE TAX BOARD

•	
	Date3/23/95
	Requester Code367SMC
POSTMASTER	Account Number
Las Vegas Nevada 8910	3
(CITY) (STATE) (Z	Pj
ADDRESS	INFORMATION REQUEST
given below is one at which mail for this taxt	or the following taxpayer or verify whether or not the addres bayer is currently being delivered. If the following address is as recorded on the boxholder's application form.
	ainbow Blvd. Suite 469 Las Vegas, Nevada
	bbtaining the change of address have been exhausted.
	GERALD H. GOLDBERG EXECUTIVE OFFICER
FOR POS	GERALD H. GOLDBERG EXECUTIVE OFFICER
MAIL IS DELIVERED TO ADDRESS GIVEN NOT KNOWN AT ADDRESS GIVEN	GERALD H. GOLDBERG
MAIL IS DELIVERED TO ADDRESS GIVEN	GERALD H. GOLDBERG EXECUTIVE OFFICER T OFFICE USE ONLY NEW ADDRESS BOXHOLDER'S NAME AND STREET ADDRESS
MAIL IS DELIVERED TO ADDRESS GIVEN NOT KNOWN AT ADDRESS GIVEN MOVED, LEFT NO FORWARDING ADDRESS NO SUCH ADDRESS TELEPHONE NO DRIVER LICENSE NO	GERALD H. GOLDBERG EXECUTIVE OFFICER T OFFICE USE ONLY NEW ADDRESS BOXHOLDER'S NAME AND STREET ADDRESS
MAIL IS DELIVERED TO ADDRESS GIVEN NOT KNOWN AT ADDRESS GIVEN MOVED, LEFT NO FORWARDING ADDRESS NO SUCH ADDRESS TELEPHONE NO DRIVER LICENSE NO	GERALD H. GOLDBERG EXECUTIVE OFFICER T OFFICE USE ONLY NEW ADDRESS BOXHOLDER'S NAME AND STREET ADDRESS

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

Att: S. Cox

FTB 4793-39 (REV 7-93)

0000354

CONFIDENTIAL H 01581

F. le copy 123/2

3/197



'CHISE TAX BOARD . GLENOAKS 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

H 01624



'NCHISE TAX BOARD GLENDAKS BLVD., STE. 200 ANK, 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:

- 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.

Sheil lox

Sheila Cox Tax Auditor

0000356

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ANCHISE TAX BOARD
GLENOAKS BLVD., STE. 200
JANK, CA 91502-1170

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. Peços 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



ANCHISE TAX BOARD

I. 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.

- Please indicate the dates that you did any jobs for Gilbert P. Hyatt.
- 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.

0000358

Sheila Cox Tax Auditor

3/134

H 01699

NCHISE TAX BOARD N. GLENOAKS 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 id/or attended meetings or events to discuss international tradectivity.

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



ANCHISE TAX BOARD

3 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 F. Hyatt visited your office nd/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

RA000717



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:

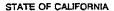
For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the documents specified in our form FTB 4973-39 here enclosed.

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

Thank you very much for your cooperation.

Sheila Cox Tax Auditor

0000361





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 Boad 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:

JaNULRy 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.

0000362

FTB 4973-39 (REV 3-94)



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







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.

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

FRANCHISE TAX BOARD

S. Eox

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.

0000364

CONFIDENTIAL

H 01481

FTB 4973-39 (REV 3-94



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:

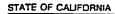
For the purpose of administering the Personal Income Tax Law of the State of California, we would appreciate your cooperation in providing the documents specified in our form FTB 4973-39 here enclosed.

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

Thank you very much for your cooperation.

Sheila Cox Tax Auditor

0000365







1400

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.

FR.	A١	ICH	ISF	TAX	RO	ARD

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)



FRANCHISE TAX BOARD

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

556-2942

1/26/95

Personal Computer Users Group 316 Bridger Avenue Las Vegas, Nevada 69101

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.

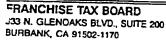
For your convenience we have enclosed self addressed, postage paid envelopes.

Thank you very much for your cooperation.

Sheila Cox Tax Auditor

0000367







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. Empy 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.

0000368

CONFIDENTIAL H 01489

FTB 4973-39 (REV 3-94)



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







The People of the State of California to:

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

The Sports Authority 2620 Decatur Blvd. Las Vegas, Nebæda 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 emmbership was used.

FRANCHISE TAX BOARD

By: S. Cox
Authorized Representative

Dated: 2/17/95

Telephone: (818) 556-2942

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

0000370

CONFIDENTIAL H 01499

FTB 4973-39 (REV 3-94)



FANCHISE TAX BOARD
3 N. GLENOAKS BLVD., SUITE 200
BURBANK, CA 91502-1170
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







DEMAND TO FURNISH INFORMATION

The People of the State of California to:

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

Bizmart 2640 **Bes**atur Élvd. Las Vegas, Nevadd 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

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

FTB 4973-39 (REV 3-94)

0000372



PRANCHISE TAX BOARD

(3 N. GLENOAKS BLVD., SUITE 200

IRBANK, CA 91502-1170

(ELEPHONE: (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



2/27/2

FRANCHISE TAX BOARD

3 N. GLENOAKS BLVD., SUITE 200

RBANK, CA 91502-1170

DEMAND TO FURNISH INFORMATION

The People of the State of California to:

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

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

In the Matter of:

Social Security No.:069-30-9999

or Corporation No.:

For the years

Gilbert P. Hyatt

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

2/17/95

FTB 4973.39 (REV 3.94)

Dated:

Telephone: (818) 556-2942

gislation 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

CONFIDENTIAL

H 01503



FRANCHISE TAX BOARD

13 N. GLENOAKS BLVD., SUITE 200

JRBANK, CA 91502-1170

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





VANCHISE TAX BOARD 3 N. GLENOAKS BLVD., SUITE 200 RBANK, CA 91502-1170

DEMAND TO FURNISH INFORMATION

The People of the State of California to:

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

Temple Beth Am 9001 Hill Point Las Vegas, Navada 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

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

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FTB 4973-39 (REV 3-94)



NCHISE TAX BOARD

.4. 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 reqested 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

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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 <u>6</u>, 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.

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