	LT-101
ATTORNEY OR PARTY WITHOUT ATTORNEY planes, State Bar cumber, and address; — Ariel D. Carter 296828 CKB Vienna, LLP 10390 Commerce Center Drive, Suite 110 Rancho Cucamonga, CA 91730 TELEPHONE NO: (909) 980-1040 FAX NO. (Optional): (909) 614-7400 EMAIL ADDRESS (Optional): ACARTEC & CKD VIENNA. COM ATTORNEY FOR planes: James Gibson III SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS Angeles STREET ADDRESS: Same CATY AND ZEP CODE: POMONA, CA. 91766 BRANCH NAME: POMONA MARRIAGE OR PARTNERSHIP OF	FOR COURT USE ONLY CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles JUL -1 2020 Sherri R. Carter, Executive Officer/Clerk Ly Many Deputy
PETITIONER: James Gibson III RESPONDENT: Karrie Gibson JUDGMENT DISSOLUTION LEGAL SEPARATION NULLITY Status only Reserving jurisdiction over termination of marital or domastic partnership status Judgment on reserved leaves Date marital or domastic partnership status ends: JUL - 1 2020	CASE MARRIER 17PSFL00745
1. This judgment contains personal conduct restraining orders modifies exist The restraining orders are contained on page(s) of the attachment. The restraining orders are contained on page(s) of the attachment. The contested Agreement in court a Date: March 5 & 6, 2020 Dept.: 46 b. Judicial officer (name): Hon. Bruce G. Iwasaki c. X Petitioner present in court X Attorney present in court (name): d. X Respondent present in court (name): e. Claimant present in court (name): f. Other (specify name):	ney expire on (date): under Family Code section 2338 Room: Temporary judge
3. The court acquired jurisdiction of the respondent on (date): November 6, 2017 a. The respondent was served with process. b. The respondent appeared. THE COURT ORDERS, GOOD CAUSE APPEARING. 1. a. Ludgment of dissolution is entered. Marital or domestic partnership status is terminate status of single persons (1) (1) on (specify date); 101 - 1 2020 (2) on a date to be determined on noticed motion of either party or on stipulate b. Judgment of legal separation is entered. G. Judgment of nullity is entered. The parties are declared to be single persons on the	nated and the parties are restored to the tion.
d. This judgment will be entered nunc pro tunc as of (date): e. Judgment on reserved issues. f. The petitioner's respondent's former name is restored to (specify): g. Judisdiction is reserved over all other issues, and all present orders remain in effect h. This judgment contains provisions for child support or family support. Each party m Child Support Case Registry Form (form FL-191) within 10 days of the date of this court of any change in the Information submitted within 10 days of the change, by the of Rights and Responsibilities—Health-Care Costs and Reimbursement Procedure Child Support Order (form FL-192) is attached.	uust complete and file with the court a judgment. The parents must notify the King an updated form. The Alofice
om Adopted for Mandelory Une JUDGMENT Adopted Council of California F. 160 Pear, May 1, 2012 (Family Law) F. Former	Family Code, \$2 2024, 2340, 2341, 2346, 2341, 2346, www.codelico.gov Gibson, James

CASE NAME (Last name, first name of each party): CASE NAME (Last name, first name of each party):				
Gibson, James 17PSFL00745				
-Gibson, Karrie				
4. i. The children of this marriage or domestic partnership are:				
(1) Name Birthd	rate.			
(1) (1) (1) (1)	1415			
(2) Perentage is established for children of this relationship born prior to the	marriage of domestic partnership			
j. Child custody and visitation (parenting time) are ordered as set forth in the attache				
(1) Settlement agreement, stipulation for judgment, or other written agreeme				
required by Family Code section 3048(a).				
(2) Child Custody and Visitation Order Attachment (form FL-341).				
(3) 🔲 Stipulation and Order for Custody and/or Visitation of Children (form FL-3	l 5 5).			
(4) Previously established in another case. Case number.	Court:			
k. Child support is ordered as set forth in the attached				
(1) California agreement, stipulation for judgment, or other written agreeme	nt which contains the declarations			
required by Family Code section 4065(a).				
(2) Child Support Information and Order Attachment (form FL-342).				
(3) Stipulation to Establish or Modify Child Support and Order (form FL-350).				
(4) Previously established in another case, Case number.	Court:			
/. XX Spousal, domestic partner, or family support is ordered:				
	spondent			
(2) Jurisdiction terminated to order spousal or partner support to petiti				
 (3) As set forth in the attached Spousal, Partner, or Family Support Order Att (4) As set forth in the attached settlement agreement, stipulation for judgmen 				
(5) X Other (specify): Attachment to FL-180	it, or other written agreement.			
(a) A one (specify). Accaerment to FE-100				
m.[X] Property division is ordered as set forth in the attached				
(1) Settlement agreement, stipulation for judgment, or other written agreemen	nt.			
(2) Property Order Attachment to Judgment (form FL-345).				
(3) X Other (specify): Attachment to FL-180				
n. XXI Attorney fees and costs are ordered as set forth in the attached				
(1) 🔲 Settlement agreement, stipulation for judgment, or other written agreemen	nt.			
(2) Attorney Fees and Costs Order (form FL-346).				
(3) XX Other (spacify): Attachment to FL-180				
_				
o. 🔀 Other (specify): See Attachment to FL-180				
Each attachment to this judgment is incorporated into this judgment, and the parties are order	ed to comply with each attachment's			
provisions. Jurisdiction is reserved to make other orders necessary to carry out this judgment.				
Date:	AUDICIAL OFFICER			
5. Number of pages attached: 13 X sowmer follows:				
NOTICE				
Dissolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or				
domestic partner's will, trust, retirement plan, power of ettomey, pay-on-death bank account, transfer-on-death vehicle registration,				
survivorship rights to any property owned in joint tenancy, and any other similar property interest. It does not automatically cancel the				
rights of a spouse or domestic partner as beneficiary of the other spouse's or domestic partner's tife insurance policy. You should				
review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.				
A debt of obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the				
A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but it that party does not pay the debt or obligation, the creditor may be able to collect from the other party.				
An earnings assignment may be issued without additional proof if child, family, partner, or spousal support is ordered.				
Any party required to pay support must pay interest on overdue amounts at the "legal rate,"				

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JUDGMENT
(Family Law) Gibson, James

	ATTA	CHM	ENT	TO	FL	-180
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17PSFL00745

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IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

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THE COURT FINDS:

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The parties were married on December 31, 1993 and separated on September 5, 2017. The 1. parties were married for a period of twenty-three (23) years and eight (8) months.

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Irreconcilable differences have led to the irremediable breakdown of the marriage, and there is no possibility of saving the marriage through counseling or other means.

- A Petition for Dissolution of the parties has been filed in the Superior Court of California. County of Los Angeles, Case Number, 17PSFL00745 on September 5, 2017.
- A Response was filed on November 6, 2017.
- The Court takes status and grants the dissolution of marriage. The termination date of the marriage will be the date the Judgment is filed.

SPOUSAL SUPPORT

A. Family Code §4320 Findings

- The parties had a middle-class standard of living. i.
- Petitioner's income increased from around \$28,000 in early 1994 to ïĹ. approximately \$145,000 at the time of separation at the time of separation. He currently earns about \$170,000 per year.
- iii. The parties have no savings and drove modest vehicles. The parties relied greatly on significant gifts from Petitioner's parents and over time, significant credit card debt. The parties did not have an opulent lifestyle. They are out infrequently at modest places and took few vacations. The Court finds that that's within the broad range of middle-class southern California life.
- Respondent has an earning capacity of at least \$35,000.00 per year. Respondent

had a job in sales and earning income as much as \$52,000 or more twelve years ago. The Court does not agree with David Laine's highest proposed earning capacity of \$55,000.00 per year for several reasons, partly due to the conduct of Respondent in this Court. Based on Respondent's erratic and unreasonable litigation conduct and behavior in the court room, the Court believes she cannot function in a job involving executive function, judgment, or streasful interaction with people. The Court notes that Respondent has a B.A. degree in business administration, a history of work in sales, and an attempt at starting a business. The vocational expert identified skills in business-to-business sales and customer service.

- v. Respondent's present or future earning capacity is not impaired by period of unemployment that were incurred during the marriage to permit Respondent to devote time to domestic duties.
- vi. Respondent did not contribute to the attainment of Petitioner's education or training.
- vii. Petitioner has the ability to pay a reasonable amount of spousal support. The need based on the marital standard of living is essentially middle-class.
- viii. For both parties, gainful activity will not interfere with the interests of dependent children.
- ix. No evidence was introduced on the needs of the parties based on the marital standard of living. However, with Respondent's earning capacity of \$35,000, spousal support of \$12,000, division of proceeds of the former marital residence and division of Petitioner's retirement account, Respondent keeping most of the household furnishings and the vehicle she kept on separation, and Respondent

having no debt (because Petitioner has paid it all), the overall picture is not
inconsistent with the modest middle class standard of living during the marriage

- x. The parties' main asset is the former marital residence which the Court orders sold. Respondent offered no evidence of her debt. Petitioner has some significant post-separation debt, which should be offset by the proceeds from the sale of the marital residence.
- xi. The marriage was of long duration at twenty-three (23) years, eight (8) months.
- xii. Respondent committed acts of domestic violence against Petitioner, although the incident was twenty-five years ago.
- riii. Petitioner is 49 years old and in good health. Respondent is 51 years old and complained in the trial of a "concussion" which affected her attention. She offered no medical evidence of her condition. The vocational expert did not attempt to diagnose Respondent, and reserved the right, if he had been given more medical information, to revise his opinion. Respondent did not provide that to him.
- xiv. The Court received no evidence concerning tax consequences of a support
- xv. The Court received no evidence concerning criminal convictions.
- xvi. In considering the balance of hardships, the Court concludes that Respondent's uncooperative litigation conduct has unnecessarily prolonged and complicated this litigation. A review of prior orders reveals a pattern of Respondent's disruptive conduct, meritless motions, and a finding of being a verations litigant.

B. Gavron Warning:

i. The Court issues a Gavron warning to Respondent, Karrie Gibson. Respondent

is informed that it is the goal of the State of California that each party shall become self-supporting within a reasonable period of time. (Family Code §4320, subd. (1).) As a result, a party seeking support is required to make reasonable good faith efforts to become self-supporting. If Respondent fails to make these efforts, this could provide a basis for lowering or terminating spousal support. (Marriage of Gavron (1988) 203 Cal. App. 3d 705.)

- C. <u>Modification of Support</u>: Based on the balancing of the above factors, the Court orders permanent spousal support as follows:
 - I. Until the property is sold, Petitioner shall follow the temporary spousal support arrangement of paying the 1st mortgage and the home equity line of credit on the property located at 15695 Tetley Street, Hacienda Heights, California 91745.
 - ii. Commencing on the 1st day of the month immediately following the sale of the property, Petitioner shall pay to Respondent, the sum of \$1,000.00 per month, payable ½ on the first and ½ on the fifteenth days of each month, and that will continue for a period of twelve (12) months.
 - iii. Commencing on the 1st day of the thirteenth (13th) month following the sale of the property, support shall be reduced to \$500.00 per month, payable ½ on the first and ½ on the fifteenth days of each month, and continuing until death of either party, remarriage of Respondent or until further order of the court.

SALE OF MARITAL HOME

- A. The parties' marital home, located at 15695 Tetley Street, Hacienda Heights, California 91745 with legal description as follows:
 - Lot 3 in Tract No. 27342 as per Map recorded in Book 700, Pages 89 and 90 of Maps, in the Office of the County Recorder of Los Angeles County, California,

APN #8215 023 003,

(hereinafter "Tetley Street Residence"), is ordered sold and the proceeds divided equally between the parties after payments of encumbrances and other costs of sale, and after payments provided in this Judgment, and with the following requirements:

- The Tetley Street Residence shall be listed for sale within sixty (60) days from the date the Judgment has been filed.
- ii. Petitioner is granted sole anthority to list the Tetley Street Residence, prepare it for sale, and accept an offer. Respondent is ordered to cooperate with the sale or risk ejectment from the Tetley Street Residence.
- iii. Escrow shall be provided with a copy of this Judgment, Escrow instructions shall include the total reimbursements ordered and shall be deducted from the owing party's one-half of the proceeds of sale, after the first deed of trust and the home equity line of credit are fully paid, the \$10,000.00 described below is set aside, and all other normal expenses of the transaction are paid, including commissions. As further detailed below, Respondent owes Petitioner the total sum of \$123,115.00, which includes all reimbursements, sanctions, and equalization amounts, except for the \$10,000.00 reserved for sanctions.
- iv. The sum of \$10,000.00 shall be paid from escrow in the sale of the Tetley Street
 Residence and placed into a client must account held by Petitioner's attorney to
 be used for future attorney fees and sanctions, if any, ordered by the Court.

 Petitioner's counsel is responsible for accounting for these funds to the Court.

 Unless otherwise ordered by the Court, no later than one-year after entry of
 Judgment, Petitioner's counsel shall disburse the remaining funds to the parties
 equally.

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B. In regard to the sale of the Tetley Street Residence, any issues such as failure to cooperate in the marketing and sale of the property, are referred to the home court where this case is assigned in Pomona Courthouse South, Department B.

. EPSTEIN CREDITS/WATTS CHARGES

- A. The community is entitled to Epstein credits [In Re Marriage of Epstein (1979) 24

 Cal.3d 76, 154 Cal. Rptr. 413, 592 P.2d 1165] and Watts charges [In Re Marriage of Watts (1985, 5th District) 171 Cal. App.3d. 366, 217 Cal. Rptr. 301].
- B. The Court finds that <u>Epstein</u> credits are in favor of Petitioner for the sum of \$2,747.00, for the 1st and 2^{sd} mortgage on the Tetley Street Residence, for a period of fourteen (14) months. Respondent shall pay Petitioner the sum of \$19,229.00 as and for <u>Epstein</u> credits.
- C. The Court finds that <u>Watts</u> charges are warranted against Respondent for the fair market rental value of the Tetley Street Residence of \$3,250.00 per month, for a period of fourteen (14) months. Respondent shall pay Potitioner the sum of \$22,750.00 as and for <u>Watts</u> charges against Respondent.
- D. Both above amounts are for the period of January 2018 through February 2019. After February 2019, there were applicable court orders. The total amount owed from Respondent to Petitioner is \$41,979.00. This amount shall be paid directly from escrow from Respondent's portion of the net sale proceeds of the Tetley Street Residence.

CONFIRMATION OF SEPARATE PROPERY

A. SEPARATE PROPERTY CONFIRMED TO PETITIONER

- Any and all property, real or personal acquired by Petitioner prior to marriage and after date of separation (September 5, 2017);
- ii. Raymond James & Associates account number ending in 80C000;

iii. Life Insurance Policy with Mutual of Omaha.

B. SEPARATE PROPERTY CONFIRMED TO RESPONDENT

 Any and all property, real or personal acquired by Respondent prior to marriage and after date of separation (September 5, 2017).

10. DIVISION OF COMMUNITY PROPERTY

A. ASSETS AWARDED/CONFIRMED TO PETITIONER

- a. The following community property, unless otherwise mentioned specifically in the sections below, will be awarded to the Petitioner, JAMES GIBSON III as his sole and separate property, subject to any encumbrances thereon, and Respondent, KARRIE GIBSON, is ordered to release, transfer, convey, assign and confirm to Petitioner, as his sole and separate property, all Respondent's interest, if any, in the property set forth herein:
- i. 50% interest in the Tetley Street Residence;
- ii. All personal property, household furniture, furnishings, and appliances within Petitioner's possession and control, shall be confirmed to Petitioner as his sole and separate property;
- iii. Family room furniture in the Tetley Street Residence to include sofa, ottoman, three (3) leather chairs, three (3) coffee tables, wooden card table and four (4) chairs, three (3) barstools, television and wall mount, Petitioner's workout equipment, and piano gifted by Petitioner's grandmother (total estimated value of \$4,500.00);
- 2009 Volkswagen Passat, California license number LMIM634 with an estimated value of \$4,000.00;
- v. All checking, savings, credit union or other deposit accounts in Petitioner's

name, shall be confirmed to Petitioner as his sole and separate property; and 50% of the community's interest in Petitioner's Mutual of America 401(k) [to be

B. ASSETS AWARDED/CONFIRMED TO RESPONDENT

transferred to a 403(b) with new employer].

vi.

- a. The following community property, unless otherwise mentioned specifically in the sections below, will be awarded to the Respondent, KARRIE GIBSON as her sole and separate property, subject to any encumbrances thereon, and Petitioner, JAMES GIBSON III, is ordered to release, transfer, convey, assign and confirm to Respondent, as her sole and separate property, all Petitioner's interest, if any, in the property set forth herein:
- 50% interest in Tetley Street Residence less the sums owed to Petitioner as described herein;
- ii. All personal property, household furniture, furnishings, and appliances within Respondent's possession and control, shall be confirmed to Respondent as her sole and separate property, except for the items awarded to Petitioner above;
- iii. The balance of the furniture and personal property in the Tetley Street Residence not awarded to Petitioner above (total estimated value of \$10,000.00);
- 2002 Toyota Sequola, California license number UNKNOWN, with an estimated value of \$3,500.00;
- All checking, savings, credit union or other deposit accounts in Respondent's name, shall be confirmed to Respondent's as her sole and separate property; and
- vi. 50% of the community's interest in Petitioner's Mutual of America 401(k) [to be transferred to a 403(b) with new employer].

A. Petitioner is to provide at least ten (10) days written notice to Respondent prior to entering the Tetley Street Residence to collect the items listed in 9.A.a.iii. If Respondent fails to respond to Petitioner's request or does not allow the Petitioner into the residence to retrieve the household items on the designated date and time, Petitioner may seek leave of the court to allow enforcement of this order.

- B. The 2005 Mercedes Benz is the property of the parties' adult daughter, Tyler Gibson.
- C. The parties shall cooperate and complete title and insurance documents to facilitate the exchange of ownership of the vehicles awarded herein. If either party fails to cooperate, the clerk of the court is directed to sign on behalf of the party.
- D. Petitioner's Mutual of America 401(k) transfer to his new employer's 403(b) account is ordered to be completed forthwith. The Court orders that a Qualified Domestic Relations Order (QDRO) be prepared for this account with QDRO counsel to be chosen by Petitioner. The cost of the QDRO counsel will be borne equally by the parties. The clerk of the Court is ordered to sign any transfer documents if Respondent fails to cooperate.
- E. The Court orders that a proposed Qualified Domestic Relations Order (QDRO) be prepared with QDRO counsel to be chosen by Petitioner. The cost of the QDRO counsel will be borne equally by the parties.
- F. The Court grants the Petitioner's request that the Clerk of the Court may sign escrow, transfer of 401(k) and other financial and title documents requested in this Judgment if Respondent, Karrie Gibson, fails to follow the Court's orders in this matter. The Court notes Respondent, Karrie Gibson, has been designated a vexatious litigant as per court Order of February 19, 2020. The Court finds good cause to make this order pursuant to

Respondent's conduct in this trial, including leaving the court room prior to this trial being completed and her failure to follow prior Court orders resulting in sanctionable conduct. In the event there is a request for the clerk of the Court to sign documents relevant to this case, counsel is directed to submit a detailed Order to this Court specifying the requested document or documents that the clerk of the court is to sign. The location of the signature lines need to be plainly marked.

12. <u>DIVISION OF DEBTS:</u>

A. Each Party shall pay any and all obligations awarded to him/hex including but not limited to the community property obligations secured by property awarded to that Party. Scheduled debts, liabilities, and obligations, shall be paid as follows:

a. Debts Confirmed to Petitioner:

- a. Any and all credit card and/ or loan obligations incurred by Petitioner,
 held in his name alone and after date of separation;
- 50% of the Shell Gas Credit Card ending in 8374 with a total of \$1,807.00 owing at the date of separation;
- c. 50% of the Barclaycard ending in 4217 with a total of \$3,535.00 owing at the date of separation;
- d. 50% of the Bank of America Credit Card ending in 4197 with a total of \$43,142.00 owing at the date of separation;
- e. American Express Credit Card ending in 0-21004. Petitioner is not entitled to reimbursement from Respondent for payments made on this account.

b. Debts Confirmed to Respondent:

1	a. Any and all credit card a
2	and held in her name in a
3	b. 50% of the Shell Gas Cro
4	\$1,807.00 owing at the d
5	c. 50% of the Barclaycard of
7	at the date of separation;
	d. 50% of the Bank of Ame
8	\$43,142.00 owing at the
9	•
10	13. REIMBURSEMENTS
11	A. Petitioner is entitled to the following ad
12	which are to be paid out of the escrow fi
13	Residence as indicated in 7.A.
14	i. \$903.00 for Respondent's 50% sh
15	-
16	debt;
17	ii. \$1,767.00 for Respondent's 50%
18	iii. \$21,571.00 for Respondent's 50%
19	****4197 debt;
20	iv. \$1,172.00 for the DirecTV payme
21	v. \$841.00 for the Frontier payments
22	vi. \$1,929.00 for the pool maintenance
23	· ·
24	vii. \$20,700.00 for one-half (½) of th
25	post-separation;
26	viii. \$2,185.00 for the Mercury auto in
27	Toyota Sequoia post-separation. I
28	-11
	ATTACHMENT TO FL-180 17PSFL00745

L,	Any and all credit card and/ or loan obligations incurred by Respondent
	and held in her name in alone and after the date of separation;

- edit Card ending in 8374 with a total of ate of separation;
- ending in 4217 with a total of \$3,535.00 owing
- rica Credit Card ending in 4197 with a total of date of separation.
- ditional reimbursements from Respondent mds from the sale of the Tetley Street
 - nare in the Shell Gas Credit Card ****8374
 - share in the Barclaycard ****4217 debt;
 - share in the Bank of America Credit Card
 - ents Petitioner made post-separation;
 - s Petitioner made post-separation;
 - ce payments Petitioner made post-separation;
 - e health insurance payments Petitioner made
 - surance payments Petitioner made for the 2002 The Court finds that Petitioner made actual

1			payments of \$1,685.00 for which he provided documentation, and further that the
2			additional \$500 is a reasonable average for the period of March 2019-September
3			2019;
4		ix.	\$2,589.00 for the total direct transfers Petitioner made to Respondent's bank
5	· ·		account post-separation in the sum of \$3,389.00, which is decreased by \$800.00
6	:		for a credit to Respondent for funds she transferred to Petitioner;
7	ŀ	x.	\$5,000.00 for the payment Petitioner made to Core Law Group for Respondent's
8			attorney fees;
9			
10		xi.	\$1,250.00 for one-half (1/4) of the vocational examination conducted by Regain.
11	14. <u>E</u>	OUAL	ZATION
12	A	THE	COURT FINDS that Petitioner owes Respondent the sum of \$250.00 to equalize
13		the ve	chicles as ordered above. Petitioner waives the right to an equalization payment
14		from	Respondent for the division of furniture, furnishings, and appliances. The
15		equali	ization amount is considered in the total amount due to Petitioner by Respondent.
16 17	15. <u>A'</u>	TOR	NEY'S FEES AND COSTS
18		A. Ri	espondent shall pay to Petitioner \$1,479.00 previously ordered as sanctions
19			usuant to Code of Civil Procedure \$2023.030 in accordance with the order filed
20		•	
- 1		Se	ptember 4, 2019.
21		B. Re	espondent shall pay to Petitioner as and for Family Code §271 sanctions, the sum
22		of	\$20,000.00.
23	16. <u>M</u>	ISCEL	LANEOUS ORDERS
24	A.	Jurisd	iction shall be reserved to the Superior Court of Los Angeles, State of California,
25			•
26			er this judgment and make any orders to enforce this judgment.
27	В.	Couns	el for Petitioner to prepare the judgment in accordance with the Court's orders,
28.		; .	'2 - 3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

forward the same to Respondent, and lodge it with the Court on or before April 10, 2020. Clerk is to give notice. If the judgment is not objected to in a timely manner, Counsel for Petitioner may call the judicial assistant to state what the dates have been. APPROVED AS TO FORM AND CONTENT: Dated: March KARRIE GIBSON, Respondent IT IS SO ORDERED: JUL - 1 2020 BRUCE G. IWASAKI DATE: JUDGE OF THE SUPERIOR COURT BRUCE G. IWASAKI . 21

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