

Jess Banerjee

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): HUGH JOHN GIBSON 9107 Wilshire Blvd., Suite 600 Beverly Hills, CA 90210		TELEPHONE NO.: (310) 274-7394	FOR COURT USE ONLY 310
ATTORNEY FOR (Name): Respondent I. BANERJEE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central		FILED LOS ANGELES SUPERIOR COURT AUG 17 1994 EDWARD M. KRITZMAN, CLERK BY J. WINSTON, DEPUTY	
MARRIAGE OF PETITIONER: S. BANERJEE RESPONDENT: I. BANERJEE		CASE NUMBER: BD 157-386	
JUDGMENT <input checked="" type="checkbox"/> Dissolution <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital status Date marital status ends: November 11, 1994		<input type="checkbox"/> Legal separation <input type="checkbox"/> Nullity	

1. This proceeding was heard as follows: default or uncontested by declaration under Civil Code, § 4511 contested

a. Date: **AUG 17 1994** Dept. _____ Pm. _____

b. Judge (name): _____ Temporary judge

c. Petitioner present in court Attorney present in court (name): _____

d. Respondent present in court Attorney present in court (name): _____

e. Claimant present in court (name): _____ Attorney present in court (name): _____

2. The court acquired jurisdiction of the respondent on (date): **May 10, 1994**

Respondent was served with process. Respondent appeared.

HUGH E. MACBETH
JUDGE PRO TEM

3. THE COURT ORDERS, GOOD CAUSE APPEARING:

a. Judgment of dissolution be entered. Marital status is terminated and the parties are restored to the status of unmarried persons

(1) on the following date (specify): **November 11, 1994**

(2) on a date to be determined on noticed motion of either party or on stipulation.

b. Judgment of legal separation be entered

c. Judgment of nullity be entered. The parties are declared to be unmarried persons on the ground of (specify): _____

d. Wife's former name be restored (specify): _____

e. This judgment shall be entered nunc pro tunc as of (date): _____

f. Jurisdiction is reserved over all other issues and all present orders remain in effect except as provided below.

g. Other (specify): **The court makes other orders as set out below.**

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h. Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date: _____ JUDGE OF THE SUPERIOR COURT

4. Number of additional pages attached: **15** Signature follows last attachment

NOTICE

Review your will, insurance policies, retirement benefit plans, credit, cards, other credit accounts and credit reports, and other matters you may want to change in view of the dissolution or annulment of your marriage, or your legal separation. A debt or obligation may be assigned to one party as part of the division of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party. An earnings assignment will automatically be issued if child support, family support, or spousal support is ordered.

1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED as follows:

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1. Petitioner is confirmed in ownership of, and shall take, free and clear of all claims of Respondent, assets described below:

(a) 97.8/990ths of the total shares in EASEBE Enterprises, Inc., which had been owned by or in the name of either or both parties before their January 1994 Postmarital Agreement.

(b) His clothing and personal effects.

2. Respondent is confirmed in ownership of, and shall take free and clear of all claims of Petitioner, the assets described below:

(a) The single-family residence commonly known as 151 Napoleon Street, Playa Del Rey, CA 90293, the legal description of which is Lot 19 of Block 37 of Tract 8557 as shown at Map Book 104 page 33 of Maps recorded in the Office of the Los Angeles County Recorder.

(b) The residential real property located at 301 Redlands Street, Playa Del Rey, CA 90293, the legal description of which is: that portion of Block 30, Tract 8557, as per map recorded in Book 103, Page 1 er seq., of Maps, in the office of the County Recorder of said County described as follows:

Beginning at the northwesterly corner of Lot 16, Block 30

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1 of said Tract No. 8557, being the northerly extremity of
2 a curve in the easterly line of Trask Avenue as shown on
3 a map of said Tract No. 8557, as having a radius of
4 118.69 feet and as located by Los Angeles City Engineer
5 in field book 11700, Page 32; thence southeasterly along
6 said curve 70.00 feet to the true point of Beginning, the
7 radial bearing from said true point of beginning being
8 North 22 degrees 28 minutes 30 seconds east, thence from
9 said true point of beginning North 29 degrees 04 minutes
10 00 seconds west 74.78 feet; thence south 57 degrees 58
11 minutes 27 seconds east 91.25 feet more or less to a
12 point in the southerly line of said block 30; thence
13 westerly along said southerly line 120 feet to the true
14 point of beginning.

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16
17 (c) All household furniture, furnishings, and/or appliances in her
18 possession, custody or control

19
20 (d) 892.2/990ths of the total shares of stock in EASEBE
21 Enterprises, Inc., which were owned by or in the name of either or
22 both parties before their Postmarital Agreement made and entered
23 into in January, 1994.

24
25 (e) A 1990 Mercedes Benz 420 SEL automobile, California License
26 Plate _____.

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1 3. Petitioner is ordered to pay and indemnify Respondent and hold
2 her entirely harmless from each of the following:

3
4 (a) All liens and encumbrances on the property confirmed to him as
5 set out above.

6
7 (b) Any and all liability to Gerry Roberts, including that claimed
8 to arise out of a lease transaction

9
10 (c) Any and all claims against Respondent (or against any property
11 confirmed to her, or of which she is or may become owner) by the
12 heirs, representatives, estate or other successors of decedent de
13 noia, or arising out of his death, and/or by any other person or
14 entity claiming or alleging any liability against Respondent or
15 claim against any property acquired or to be acquired by her by
16 reason of the alleged commission by Petitioner of any tort or civil
17 wrong.

18
19 (d) Any and all claims against Respondent (or against any property
20 confirmed to her, or of which she is or may become owner) by any
21 person or entity based on a claim that Petitioner committed or is
22 liable for any tort, tax, breach of contract for which he has
23 personal responsibility, or other civil wrong.

24
25 (e) Personal debts incurred by him from and after January 7, 1994.

26
27 (f) All taxes, interest, penalties, assessments, excise taxes and
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1 costs of defending against same which relate to any joint tax
2 returns filed by the parties for 1993 or earlier.

3
4 (g) Any contractual obligation assigned to him by any agreement of
5 the parties, and not dealt with otherwise in this judgment.

6
7 (h) Any obligation incurred by his actions, and not consented to
8 in writing by respondent (except as dealt with otherwise in this
9 judgment).

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12 4. Respondent is ordered to pay and indemnify Petitioner and hold
13 him entirely harmless from each of the following:

14
15 (a) All liens and encumbrances on the property confirmed to her as
16 set out above.

17
18 (b) Any and all personal liability on the Barsch judgment
19 (reserving, however, any and all rights of offset or reimbursement
20 she might have against EASEBE Enterprises, Inc.).

21
22 (c) All obligations of Petitioner to pay any child support that he
23 is ordered, or may in the future be ordered, to pay. All such
24 payments shall be made by Respondent from any proceeds (net of all
25 taxes and expenses) from the sale of, or income derived from, one
26 third of the shares of EASEBE Enterprises, Inc., which were
27 transferred to Petitioner by the parties' written agreement of July
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1 28, 1994 (said one third being 130.4/990ths of the shares which had
 2 been owned by or in the name of either or both parties before their
 3 January, 1994 Postmarital Agreement). The amount Respondent is
 4 required to pay to fulfill her duties under this paragraph 4 (c)
 5 shall not exceed the amount of the proceeds of said 130.4/990ths
 6 net of all taxes and expenses applicable thereto.

7
 8 (d) All personal debts incurred by her from and after January 7,
 9 1994.

10
 11 (e) Any contractual obligations assigned to her by any agreement
 12 of the parties, and not dealt with otherwise in this judgment.

13
 14 (f) Any obligations incurred by her actions, and not consented to
 15 in writing by Petitioner (except as dealt with otherwise in this
 16 judgment).

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 18
 19 5. The court forever terminates all rights of either party to seek
 20 spousal support from the other in connection with this marriage.
 21 The court shall have no ability to award any such support in the
 22 future.

23
 24
 25 6. Respondent shall have legal and physical of the parties' minor
 26 children Lindsay Banerjee born 8/27/85 and Christian Banerjee born
 27 8/4/90. Petitioner shall have the right of reasonable visitation,
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1 the exact timing and circumstances to be determined by mutual
2 agreement of the parties.

3
4
5 7. Petitioner shall have the obligation to pay Respondent as and
6 for support of the parties' minor children the sum of \$2,768.50 per
7 month for each child, payable 1/2 on the 1st and 1/2 on the 15th
8 day of each month, commencing as of August 1, 1994 and continuing
9 with respect to a child until that child dies or reaches majority
10 (except that if the child has attained the age of 18 years, is a
11 full time high school student, and is not self-supporting, then
12 support for that child shall continue until he/she completes 12th
13 grade or attains age 19, whichever comes first).

14
15 Each party shall take all reasonable steps to procure medical,
16 dental, and other health care insurance for the benefit of the
17 minor children that is available through their respective
18 employments, and that each shall have the obligation to pay equally
19 all expenses for medical, dental, orthodontic, psychological and
20 other health expenses of each child that are not actually paid by
21 third parties in advance, or reimbursed by third parties within 60
22 days of the expenditure being incurred.

23
24 Respondent shall pay on Petitioner's behalf all sums he is
25 required to pay as child support (as set out above) provided that
26 she shall make all such payments from any proceeds (net of all
27 taxes and expenses) from the sale of, or income derived from,
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1 130.4/990ths of the shares which had been owned by or in the name
2 of either or both parties before their January 1994 Postmarital
3 Agreement, and further provided that her obligation shall not
4 exceed the amount of such net proceeds of said 130.4/990ths.
5

6 The parties acknowledge that any order for child support based
7 on this agreement is subject to the provision of California Family
8 Code § 4065.
9

10 In entering into the above arrangements, the parties declare
11 by signing this judgment that
12

13 (i) they are fully informed of their rights concerning
14 child support
15

16 (ii) the arrangements set out above were agreed to
17 without coercion or duress
18

19 (iii) the arrangements set out above are in the best
20 interests of the children involved.
21

22 (iv) the needs of the children will be adequately met by
23 the stipulated amount
24

25 (v) the right to support has not been assigned to the
26 county pursuant to Welfare and Institutions Code § 11477
27 and no public assistance application is pending.
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1 The court hereby issues an earnings assignment order ordering
2 any employer of Petitioner to pay to Respondent the amount ordered
3 by the court for support in this judgment. However, the court
4 finding good cause by reason of the arrangements set out above, the
5 court orders that service of the earnings assignment order be
6 stayed until such time as Respondent files a declaration with the
7 court (with proof of service on Petitioner by mail at least fifteen
8 days prior to the date the declaration is filed) stating that
9 Petitioner is delinquent in payments of child support.

10
11
12 8. Each party is ordered to waive all claims against the other
13 for attorneys fees and costs incurred by the first party in
14 connection with dissolution of their marriage from the date of
15 separation all the way through date of entry of judgment in these
16 dissolution of marriage proceedings.

17
18 If either party fails to perform his or her respective
19 obligations under this judgment of dissolution of marriage, or seek
20 to set aside this judgment of dissolution, and thereby requires the
21 other to incur attorneys' fees, accountants' fees or other costs,
22 then either party shall be entitled to apply to any court of
23 competent jurisdiction for such fees and costs as against the other
24 party.

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26
27 9. A. Petitioner and Respondent filed joint federal and state
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1 income tax returns for the calendar year 1993, and have filed joint
2 federal and state income tax returns for the prior years of their
3 marriage. If any deficiencies or other types of charges are
4 assessed or imposed against the parties by reason of said joint
5 returns (for 1993 and earlier), such deficiencies (including
6 interest, penalties, assessments and excise taxes) and the cost of
7 defending any such deficiency or charges shall be paid by
8 Petitioner, and any refunds for such years shall belong exclusively
9 to him. The "cost of defending" shall include, without limitation,
10 attorney's fees, accountants' fees and other legal costs.
11

12 B. All audits, examinations, suits or other proceedings,
13 including attorneys' fees and accounting fees, in connection with
14 any joint returns filed by the parties for calendar year 1993 and
15 prior years during which the parties were married and filed joint
16 returns, shall be handled by parties at Petitioner's expense and by
17 counsel and accountants selected jointly by the parties. The
18 parties are ordered to cooperate in every manner to reduce their
19 tax exposure as well as the related expenses in the event of any
20 audit, examination, suits or other proceedings in connection with
21 any of the joint returns filed by the parties. Each of the parties
22 is ordered to notify the other party immediately of any audit,
23 examination, suit or other proceeding and to provide the other with
24 copies of any notices received in connection therewith forthwith
25 upon receipt to both the other party's last-known residence address
26 and to the address of the other party's attorneys herein.

27 C. For calendar year 1994 and all subsequent years, the
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1 parties shall file separate state and federal income tax returns,
2 and shall indemnify and hold each other harmless from and against
3 any tax liability attributable to the income and expenses reported,
4 unless the parties agree to file a return on a joint basis. In the
5 event the parties elect to file a return on a joint basis, each
6 party shall pay that portion of the total tax due which is
7 attributable to any of his or her separate property income. For
8 the purpose of determining taxes payable by each party when they
9 file a joint return, all income and net operating and other losses,
10 deductions, and credits available for federal and state income tax
11 purposes derived from, allocable to, or relating to either party's
12 separate property shall be allocated to that party. Any refund
13 arising out of any such joint tax return filed by the parties (i.e.
14 for 1994 or later years) shall be apportioned between the parties
15 in the same proportions as their respective shares of the tax for
16 the year for which the refund relates.

17
18 10. If any claim, action or proceeding shall hereafter be brought
19 seeking to hold Respondent liable on account of any debt,
20 liability, act or omission of Petitioner, he is ordered, at his
21 sole expense, defend Respondent against any such claim or demand,
22 whether or not well founded, and he shall hold her free and
23 harmless therefrom.

24
25 In addition to (and not by way of limitation of) the above
26 Petitioner is ordered to pay and hold Respondent entirely harmless
27 from all tort claims, tax claims, claims for breaches of contract,
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1 and/or other civil wrongs for which it is claimed Petitioner has
 2 personal responsibility, or which he committed or is alleged to
 3 have committed (including without limitation any and all claims
 4 based on the general set of facts which form the basis of the
 5 prosecution case in UNITED STATES vs. SOMEN BANERJEE CR 93-772 (A)-
 6 WJR, pending in the United States District Court for the Central
 7 District of California), other than the Barsch judgment, which
 8 shall be dealt with as set out elsewhere in this judgment.

9 If any claim, action or proceeding shall hereafter be brought
 10 seeking to hold Petitioner liable on account of any debt,
 11 liability, act or omission of Respondent, (except as dealt with
 12 elsewhere in this judgment) she is ordered, at her sole expense,
 13 defend Petitioner against any such claim or demand, whether or not
 14 well founded, and she will hold him free and harmless therefrom.

15
 16
 17 11. Each of the parties is ordered to waive any and all rights

18
 19 (1) To inherit from the estate of the other, except
 20 by and through a will of the other, or codicil to a will of
 21 the other made after the date this agreement is signed by
 22 both parties.

23
 24 (2) To claim any family allowance or probate homestead from
 25 the estate of the other.

26
 27 (3) To act as personal representative upon the intestacy of
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1 the other, or to act as executor or administrator of the estate of
2 the other, unless expressly nominated as such by the other party in
3 an instrument executed after the effective date this agreement
4 becomes effective.

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7 12. Each party is ordered to execute promptly all documents and
8 instruments now or hereafter necessary or convenient to vest titles
9 and estates in them, respectively, as herein provided, and at any
10 time and from time to time shall execute all other instruments
11 which may be necessary and property to effectuate the purpose and
12 intent of this Judgment. Notwithstanding the failure or refusal of
13 either party to execute any such instrument, this Judgment shall
14 constitute a full and complete transfer and conveyance of the
15 properties herein designated as being transferred, conveyed or
16 assigned to each party, subject to the conditions of this Judgment.
17 If the parties fail to execute any documents necessary to
18 effectuate the terms of this Judgment within (5) days after
19 presentation of same, then upon ex parte application to the
20 Superior Court (with two (2) business days' notice of application
21 to the other party), the Clerk shall be appointed to execute said
22 documents.

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24
25 13. All the provisions of the parties' Marital Settlement
26 Agreement shall survive the entry of this judgment based hereon,
27 and shall be enforceable by any method provided by law for
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1 enforcement of a contract, including without limitation actions for
2 damages, specific performance or declaratory relief.

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4
5 14. (a) Each party is ordered to promptly transfer to the other
6 any and all documentation in the first party's possession that
7 relates to assets confirmed to that second party under this
8 agreement.

9
10 (b) This judgment shall bind, and inure to the benefit
11 of, the respective heirs, executors, administrators, assigns and
12 other successors in interest of the parties.

13
14 (c) This judgment shall continue in full force and
15 effect unless and until it is modified, altered or terminated by a
16 written agreement or court order made after the effective date of
17 this agreement which expressly references this judgment, states
18 that the intent of the subsequent written agreement or order is to
19 modify, alter or terminate this judgment, and is signed by both
20 Petitioner and Respondent. This subparagraph shall remain in full
21 force and effect even if the parties reconcile, and shall not in
22 any way be affected by any such reconciliation.

23
24 (d) No waiver of the breach of any of the terms or
25 provisions of this Judgment shall be, or be construed to be, a
26 waiver of any preceding or succeeding breach of the same or any
27 other provision hereof.

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1 (e) A party receiving specific property under this
 2 Judgment shall be entitled to, and the other party shall transfer
 3 and assign to him or her, all of his or her right, title and
 4 interest in and to whatever insurance exists with respect to such
 5 property, and the benefits, if any, with respect to the premiums
 6 heretofore paid for or on account of such insurance applicable
 7 thereto and shall, of course, be solely responsible for the payment
 8 of all premiums thereafter due in connection with such insurance
 9 policy if such party shall decide, in his or her sole discretion,
 10 to maintain said policy in force except as otherwise provided.

11
 12 (f) All notices and other documents required to be given
 13 under this Judgment shall be in writing delivered by personal hand
 14 delivery between 9:00 A.M. and 5:00 P.M. on a day other than a
 15 weekend or holiday; or by deposit in the U.S. mail postage prepaid,
 16 certified or registered, with return receipt requested, addressed,

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 18
 19 To: Somen Banerjee aka Steve Banerjee
 20 Metropolitan Detention Center
 21 P.O. Box 1500
 22 Los Angeles, CA 90053-1500
 23 # 01723-112

24 With copy to:

25 Stanley Getz, Esq.
 26 20750 Ventura Blvd., #201
 27 Woodland Hills, CA 91364

28 To:

Irene Banerjee
 Easebe Enterprises Inc.
 2115 Pico Boulevard

SB

Santa Monica, CA 90405

With copy to:

Hugh John Gibson
9107 Wilshire Boulevard, Suite 600
Beverly Hills, CA 90210

The addresses to which notice to a party is to be delivered may be changed by written notice as set out above and thereafter all notices (including further notices of change of address) shall be delivered to that address.

15. EASEBE advanced Respondent a total of \$495,000 which she used to pay legal fees to corporate lawyers of \$20,000, and \$201,000 for debts relating to the Barsch judgment. The Court finds Petitioner accepted and approved these transactions individually and on behalf of EASEBE, and in the same capacities agreed and approved that these expenditures were, and should be treated as, properly made on behalf of EASEBE, thus reducing the amount Respondent currently owes to EASEBE to the sum of \$274,000.

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DATE: August , 1994

Somen Banerjee
Somen Banerjee
aka Steve Banerjee

DATE: August 16, 1994

Irene Banerjee
Irene Banerjee

Approved as to form:

DATE: August 16, 1994

Stanley H. Getz
Stanley H. Getz, Attorney for
Somen Banerjee
aka Steve Banerjee

DATE: August 16, 1994

Hugh John Macdonald
Hugh John Macdonald, Attorney for
Irene Banerjee

IT IS SO ORDERED

DATED: August , 1994

AUG 17 1994

Hugh E. Macdonald
Judge/Judge Pro Tem/Commissioner
Los Angeles Superior Court

HUGH E. MACDONALD
JUDGE PRO TEM