

3. CORDELL REQUIRED EVIDENCE

11. The examiner's reports, Vol 8-3516, will prove that the transfers & the JGA/Whitehawk purchase & ownership was all legitimate, disclosed & approved, vs. what was testified to at the prelim, trial & Grand Jury.
12. Their pleadings re: their benefit to the estates, Vol 8-3520-21.
13. The details of the judgment debtor exam, Vol 8-3465.
14. The accountings which will show/prove that they (the Thompson lawyers, and/or the Thompson claim) got nothing out of the Insport Auction, CT 1-183.
15. Evidence supporting that JGA was the only asset which went to the bankruptcy (BK) estate, Vol 9-3703. The BK accountings will prove these true facts also.
16. Evidence, all records supporting that "all except the JGA asset were dissipated," Vol 9-3704.
17. Evidence/records establishing that "No assets were found as of August 1988," Vol 8-3509. Similar testimony was given by her partner Phillip Bartinetti at Vol 7-3193, "We could find no assets." Both worked from the same records within the 80 boxes they have, Vol 9-3749, so these records are important for both.
18. Evidence/records supporting that Thompson had an AMA sanction for his 1988 Anaheim motocross race, Vol 9-3749.
19. Evidence/records reflecting "Thompson's desire to settle," Vol 9-3736, or not, including communications with him, telephone & meeting notes, legal filings.
20. The settlement letters which were exchanged, Vol 9-3738, & all telephone & meeting notes, including correspondence/communications with Thompson.
21. The non-discharge agreement reached just before the murders, Vol 9-3741-23, & all communications/correspondence, telephone & meeting notes specifically including those Between Thompson & his lawyers & from my lawyer to them.
22. The notes she and/or her associates made re: the BK Court clerk's comments that the Thompson claim alone could not be made nondischargable, which occurred just before the murders, Vol 9-3709-3715, 3741-3742, elsewhere.

There are many more needed files but just these will fully impeach Cordell.

EXHIBIT LIST FOR CORDELL'S PERJURIES

- A. Official Bankruptcy (BK) trustee accounting showing \$452,000 in payments from Suprecross Inc. to ESI. This proves numerous perjuries by Cordell including numbers 1-2-3-4-5-6 conclusively, & gives prima facie evidence of numbers 9-12 & 17. Referenced (Ref.) at pages 5:10, 12:6, 16:4, 23:4 & 26:20.
 - B. Evidence that Cordell had 80 boxes of relevant files, Vol 9-3749, & that lead Det. Lillienfeld read them, Vol 20-7578. This gives the D.A. constructive possession & requires that the voluminous BRADY evidence therein be produced. They are all suppressed. Ref. 16:14, 17:28, 21:11, 26:8, 27:15 & 34:16.
 - C. The non-discharge agreement giving further evidence of Cordell's perjury #6 (and that of her partner Phillip Bartinetti, also noted in #6) that "we could find no assets" Over \$2,000,000 worth are listed there. Ref. pp. 13:15, 18:24.
 - D. A page from the official Bankruptcy filing showing full disclosure of all transfers from defendant/petitioner, bp 01158. Ref. 28:5.
 - E. A chart that petitioner believes was prepared by D.A. CPA & forensic financial¹ analyst Karen Kingdon (if not by her, someone in the D.A. office prepared it) proving the root of the largest D.A. fraud of the case was based upon material perjury by Kingdon & Cordell. They both testified that the JGA/Whitehawk asset, central to the conviction, was purchased with commingled funds of the Goodwins. Cordell's perjury on this is number 18 here. Kingdon's is briefed separately.

This chart proves that A) the company pension plans purchased JGA/Whitehawk, & as such (not shown on chart, this is pension law) neither Thompson nor the BK estates had any claim to this asset, B) Kingdon, if she prepared this chart, knew she was committing perjury, & if not it is still a Pen C 125 felony, C) the Deputy District Attorneys had this evidence & thus knew they were suborning perjury, & D) petitioner's public defender had evidence to destroy the D.A. financial motive, which was the case-in-chief, & to expose the perjury & fraud, but refused to do so. Petitioner advised her of this evidence/requested exposure.
 - F. A critical witness statement with the personal BK's lawyer Kirk Rense which, if read in context with an understanding of the D.A. financial motive exposes that the D.A. allegations on JGA & other financial matters were a huge FRAUD ON THE COURT. The IFNS (investigator field notes) are suppressed. Ref. 29:11 & 34:8.
 - G. Key portions of a pleading proving the initial FRAUD ON THE COURT by Cordell in 1988 which allowed them to illegally take JGA/Whitehawk (JGA) & can be proven to have kept Thompson from being paid 100% of his judgment. Referenced page 29:27.
 - H. Page 30 from the D.A. suppressed evidence inventory with JGA proof. Ref. 30:24
 - I. Brief & evidence proving that JGA was not sold, a huge D.A. fraud. Ref. 30:26, 34:7.
 - J. Pages from D.A. opening statement & argument proving frauds/lies. Ref. 32:2-33:28-34:6.
 - K. Petitioner (Goodwin) full disclosures in the BK proving other perjuries. Ref. 33:25.
 - L. Cordell's perjury to be appointed SPECIAL COUNSEL TO THE TRUSTEE. Not referenced.
- 1) Referenced at pages 29:8, 30:22, 31:14.

EXHIBIT A

Critical page from the ESI (Goodwin/petitioner) company Bankruptcy (BK) trustee's official accounting showing \$452,630 in payments from the company that Diane Goodwin owned in association with Chuck Clayton, to ESI.

These payments were all on the \$500,000 Insport Agreement contract obligation leaving a balance on the principal of just \$47,370 as of 1/4/88. Because the payments were only due at the rate of \$167,000 plus interest on July 31 or 1987, 1988 & 1989, Mrs. Goodwin was more than \$275,000 ahead of schedule on the payments as of 1/4/88, prior to the murders.

This conclusively proves material, repeated perjury by D.A. expert Dolores Cordell that Diane Goodwin/Supercross Inc. had never paid anything on this contract obligation. Her perjury/false testimony is given at Vol 8-3527, Vol 9-3700-3701, 3723, 3729-30-31-32 & CT 1-183-184 at the preliminary hearing.

This is perjury #1 in our Cordell perjury brief, explained at page 5:10. This exhibit/evidence is also referenced at pages 12:6, 16:4, 23:4 & 26:20. Petitioner is not positive, but he believes that this was not produced in discovery although other evidence the defense has proves that the D.A. obtained this evidence several times from different sources. Should you desire evidence of that and/or any other of our allegations herein that we do not already provide please request them.

We have solid evidence for all our allegations, & much more.

This piece of evidence also proves Cordell's perjuries #2 at page 5 also, #3 at page 6, #4 at page 12, #5 at page 13 & #6 at page 13 also, all conclusively. This evidence also provides prima facie evidence of Cordell's perjuries #9 at page 16, 12 at page 19 & 17 at page 26.

This perjury, "Diane Goodwin or her company Supercross Inc. paid nothing on the Insport \$500,000 purchase note"; also set the stage for her perjuries #2 & #3 that A) Jeff Coyne, the company BK trustee repossessed the Insport agreement because Diane Goodwin had defaulted by not making any payments, & B) after that repossession (which never occurred, Coyne testified to that, Vol 11-4226) Mickey Thompson outbid petitioner at another auction (nonexistent) & paid \$500,000 for it. Coyne also confirmed that Thompson never bought it, Vol 10-4058, 4233.

This was all intentionally engineered by the DDAS, Deputy District Attorneys) to support their false argument made 10+ times that "Thompson beat Goodwin every single time in Court, pushing Goodwin to kill him," in closing at RT-8733:21-8764, 8766:14, 15 & 16, 8768:18, 8770:27, 8783:09, 9002:28 & 9030:10. But, they lied.

STADIUM MOTORSPORTS CORPORATION
 Analysis of Payments to and Receipts From Supercross, Inc.
 May 1, 1985 through April 26, 1988

Account Number	Transaction	Clearing Date	Payor/Payee	Amount
Postpetition Transactions				
162-54-69	Deposit	22-Sep-86	Supercross Inc. (Note 2)	\$30,000.00
162-54-69	Deposit	29-Sep-86	Supercross Inc.	30,000.00
162-54-69	Debit Memo	30-Sep-86	Supercross Inc.	(30,004.00)
162-54-69	Deposit	10-Oct-86	Supercross Inc. (Note 2)	2,500.00
10205-80800	1112	15-Dec-86	Supercross Inc.	(2,373.76)
10205-80800	1117	15-Dec-86	Supercross Inc.	(541.66)
10205-80800	Deposit	22-Dec-86	Supercross Inc. (Note 2)	20,000.00
10205-80800	Deposit	21-Jan-87	Supercross Inc. (Note 2)	3,000.00
10201-80802	Deposit	26-Jan-87	Supercross Inc. (Note 2)	150.00
10205-80800	Deposit	30-Jan-87	Supercross Inc. (Note 2)	-10,000.00
10205-80800	Deposit	02-Feb-87	Supercross Inc. (Note 2)	-1,550.00
10205-80800	9709	23-Mar-87	Supercross Inc. (Note 1)	(28,112.93)
10205-80800	Deposit	23-Mar-87	Supercross Inc. (Note 1)	-28,112.93
10205-80800	Deposit	29-Apr-87	Supercross Inc. (Note 2)	-2,000.00
10205-80800	Deposit	06-May-87	Supercross Inc. (Note 2)	-1,000.00
10205-80800	Deposit	29-May-87	Supercross Inc. (Note 2)	-1,000.00
10205-80800	Deposit	19-Jun-87	Supercross Inc. (Note 2)	-2,600.00
10205-80800	Deposit	18-Sep-87	Supercross Inc.	-21,500.00
10205-80800	Deposit	15-Oct-87	Supercross Inc.	-8,000.00
10205-80800	Deposit	28-Oct-87	Supercross Inc.	8,000.00
68-681-339086	Deposit	04-Dec-87	Supercross Inc.	120,000.00
	Deposit	04-Jan-88	Supercross Inc.	224,250.00
Total Net Receipts				\$452,630.58

Source: Books and records of the Debtor.

Note 1: On March 23, 1987 the Debtor received \$28,112.93 from the City of Anaheim relating to the 1987 event. These funds were received on behalf of Supercross, Inc. and were transferred immediately upon receipt by the Debtor.

Note 2: The total of these payments equals \$73,800.

PROMISSORY NOTE

\$500,000.00
10.0%

NEWPORT BEACH, CALIFORNIA
December 17, 1986

For value received, Supercross, Inc. ("SXI") promises to pay to Entertainment Specialties Inc., a California corporation, formerly known as Stadium Motorsports Corporation, or order, at Newport Beach, California, or at such other place as the holder of this Note may from time to time designate by written notice to SXI, the sum of Five Hundred Thousand Dollars (\$500,000.00), together with interest from the date hereof until paid at the rate of ten percent (10%) per annum, payable in three (3) equal principal installments of \$166,666.67 due on July 31, 1987, July 31, 1988 and July 31, 1989. Interest shall accrue on the deferred portion of the principal balance, with all accrued and unpaid interest being payable on the due date for each installment of principal.

Should interest not be so paid, it shall thereafter bear like interest as the principal, but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law. Each payment shall be credited first on interest then due and the remainder on principal, and interest shall cease on principal so credited.

Principal and interest shall be payable in lawful money of the United States.

This Note may be paid in full or in part at any time before demand, without penalty.

If suit is brought on this Note, whether to enforce payment in whole or in part, or in any other litigation or controversy in connection with this Note, the prevailing party shall be entitled, in addition to all other amounts awarded, to costs of suit, and to the actual amount of such party's attorney's fees.

Payment of this Note is secured by a Security Agreement of the same date as this Note.

This Note may not be assigned, whether for collection or otherwise, without the express prior written consent of SXI.

SUPERCROSS, INC.

By: 

Diana Seidel Goodwin,
President

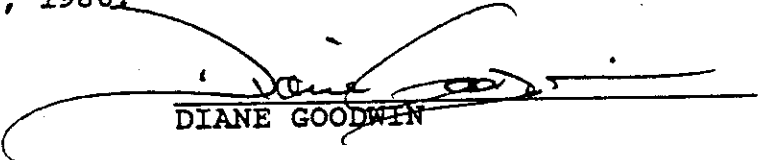
nds086/18769/000/0410/entertainm

033723

GUARANTY

FOR VALUE RECEIVED, the undersigned endorse, guarantee, and promise to pay that certain Promissory Note dated December 17, 1986 by SUPERCROSS, INC., a California corporation ("Maker") in favor of ENTERTAINMENT SPECIALTIES, INC., a California corporation ("Holder"), or order, and all renewals and extensions thereof for whatever period or periods, which renewals and extensions may be made without notice to or consent of the undersigned, and hereby waive (a) the right, if any, to the benefit, or to direct the application of, any security, hypothecated to Holder until all indebtedness of Maker to Holder, howsoever arising, shall have been paid; (b) the right to require Holder to proceed against Maker or to pursue any other remedy in Holder's power; and agrees that Holder may proceed against the undersigned directly and independently of Maker, and that the cessation of the liability of Maker for any reason other than full payment, or any extension, renewal, forbearance, change of rate of interest or acceptance, release or substitution of security, or any impairment or suspension of Holder's remedies or rights against Maker, shall not in any way affect the liability of the undersigned hereunder.

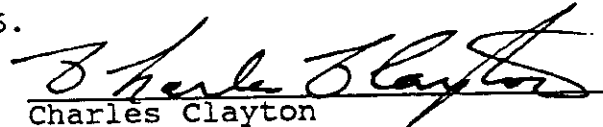
December 17, 1986.


DIANE GOODWIN

GUARANTY

FOR VALUE RECEIVED, the undersigned endorse, guarantee, and promise to pay that certain Promissory Note dated December 17, 1986 by SUPERCROSS, INC., a California corporation ("Maker") in favor of ENTERTAINMENT SPECIALTIES, INC., a California corporation ("Holder"), or order, and all renewals and extensions thereof for whatever period or periods, which renewals and extensions may be made without notice to or consent of the undersigned, and hereby waive (a) the right, if any, to the benefit, or to direct the application of, any security, hypothecated to Holder until all indebtedness of Maker to Holder, howsoever arising, shall have been paid; (b) the right to require Holder to proceed against Maker or to pursue any other remedy in Holder's power; and agrees that Holder may proceed against the undersigned directly and independently of Maker, and that the cessation of the liability of Maker for any reason other than full payment, or any extension, renewal, forbearance, change of rate of interest or acceptance, release or substitution of security, or any impairment or suspension of Holder's remedies or rights against Maker, shall not in any way affect the liability of the undersigned hereunder.

December 22, 1986.


Charles Clayton


Margo Clayton

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Cordell's testimony that she had 80 boxes of records, Vol 9-3749 & lead investigator Det. Lillienfeld's testimony that he read these records, Vol 20-7578. Per the law the D.A. thus had "constructive possession" & is then responsible for producing what is required in these records per Penal Code 1054 & the cases which interpret it, e.g. in re: STEELE 32 Cal 4th 682.

Obviously that includes all materially exculpatory documents pursuant to BRADY & its progeny. Goodwin/petitioner has identified over 100 sets of materially exculpatory documents which qualify as BRADY violations therein. They meet the following criteria:

1. They are materially exculpatory.
2. They are not repetitive with evidence on those subjects which the defense already has.
3. Evidence proves that Cordell, as SPECIAL COUNSEL TO THE BANKRUPTCY TRUSTEE & in other references she has made in Cordell evidence petitioner does have, had these documents. Lillienfeld testified under penalty of perjury to reading these documents. That gives the D.A. constructive possession & the obligation to produce them, as should have been done in discovery.
4. Petitioner can obtain these documents from nowhere but the government.

In addition to the BRADY required documents, all of these files must be produced for petitioner since Cordell was an expert witness (Vol 8-3488:15-17) & relied on these documents. See HINES VS. SPR. CT. (1993) 20 CAL APP 4TH 1818, 25 CAL RPTR 2D 712, 714, THOMPSON VS. SPR. CT. (1998) 53 CAL APP 4TH 480, 61 CAL RPTR 2D 785 stressing that the JENCKS ACT § 3500 requiring all recorded statements applies, & U.S. VS. NOBLES 422 U.S. 225, 239, 241 (1975).

These files were all suppressed, evidently except some that they provided to the D.A. which it appears the D.A. unlawfully used as trial exhibits rather than obtaining them via SDT. This poses an interesting conundrum. Cordell testified to the Grand Jury on 8/22/01 that she had the files, page 924:13. Then she claimed at the L.A. proceedings not to have the files, CT 1-169, Vol 9-3749, CT 8-2097:20 in defense argument.

However she referenced in her testimony just having looked at some of the documents, Vol 9-3742. And, her partner Bartinetti actually brought documents from the files, CT 1-92 & Vol 8-3422, plus testified it was an active file, CT 1-105:3. See the next page to confirm that Cordell was the "#1 source of case info!"

1 Q AND I ASKED YOU SPECIFICALLY ABOUT DELORES
2 CORDELL AND WHAT INFORMATION YOU RECEIVED FROM HER.

3 DO YOU RECALL WHAT, IF ANY, INFORMATION
4 YOU RECEIVED FROM HER?

5 A WHEN I WAS ASSIGNED THE CASE THERE WAS --
6 THE INVESTIGATOR HAD BLACK BINDERS IN HIS OFFICE THAT HE
7 SAID WERE FROM THE LAW FIRM CLARK AND TREVITHICK. I
8 DON'T KNOW HOW THEY -- I DON'T KNOW HOW THEY OBTAINED
9 THEM.

10 Q SO DID YOU WRITE THEN -- DID YOU WRITE,
11 QUOTE, "NUMBER ONE SOURCE FOR INFO SLASH COLLENE
12 CAMPBELL'S ATTORNEY" AFTER THE PHRASE "DELORES CORDELL
13 WORKS THERE"?

14 A YES, I DID.

15 Q IS THAT BECAUSE SHE WAS YOUR NUMBER ONE
16 SOURCE FOR INFO?

17 A NO. THAT'S -- WELL, IN A SENSE, YES.
18 THAT'S REFERRING TO DELORES CORDELL, IN THEIR DEALINGS
19 BACK AND FORTH, HAD SPELLED OUT QUITE CLEARLY WHAT SHE
20 FELT THE -- WHERE MONEY AND ASSETS HAD GONE AND WHERE
21 THEY HAD COME FROM. SO FROM A FINANCIAL POINT OF VIEW,
22 THAT HAD BEEN SPELLED OUT VERY CLEARLY.

23 Q OKAY. I WANT TO GO BACK TO THE FRASER
24 YACHTS PURCHASE AGAIN.

25 WAS IT YOUR UNDERSTANDING FROM REVIEWING
26 THE FILE THAT A 20,000-DOLLAR PERSONAL CHECK HAD BEEN
27 SUBMITTED TO FRASER YACHTS BY DIANE GOODWIN AS SORT OF
28 ERNEST MONEY OR GOOD FAITH -- A GOOD FAITH DEPOSIT AT A

1 Q AND DO YOU HAVE ANY DOCUMENTATION YOURSELF
2 WITH REGARD TO THIS SECOND AUCTION AND SALE OF THE
3 INSPORT?

4 A THERE WOULD HAVE TO BE SOME PLEADINGS IN
5 THE -- WE PROBABLY HAD 80 BOXES OF DOCUMENTS. SOMEWHERE
6 IN THERE, THERE WOULD HAVE BEEN SOMETHING ABOUT THAT
7 HEARING.

8 Q AND IT'S YOUR TESTIMONY, THEN, THAT MICKEY
9 THOMPSON WOULD HAVE HAD THAT INSPORT AGREEMENT IN HAND
10 BY -- DO YOU RECALL WHEN HE WOULD HAVE HAD POSSESSION OF
11 IT BY?

12 A WELL, HE WOULD HAVE HAD THE RIGHTS UNDER
13 IT BY THE END OF JANUARY BECAUSE THAT'S WHEN THE ANAHEIM
14 RACE WAS RUN BY MICKEY.

15 Q SO -- AND YOU'RE INDICATING THAT HE HAD
16 THOSE RIGHTS FOR THAT ANAHEIM RACE?

17 A HE HAD THE RIGHT TO WHAT'S CALLED AN
18 AMERICAN MOTOR ASSOCIATION SANCTION WHICH IS WHAT THE
19 INSPORT AGREEMENT GAVE YOU, AND THAT WAS VERY IMPORTANT
20 TO RUNNING THAT RACE.

21 Q OKAY.

22 MR. SUMMERS: THANK YOU.

23 THE COURT: ANYTHING FURTHER FROM THE PEOPLE?

24 MR. JACKSON: JUST ONE QUESTION, YOUR HONOR.

25
26 FURTHER REDIRECT EXAMINATION

27 BY MR. JACKSON:

28 Q AFTER THE SETTLEMENT OF DISCHARGE OF

1 Q DID YOU REVIEW -- WE'VE HEARD TESTIMONY
2 ABOUT A CIVIL LAWSUIT AS PART OF THIS LITIGATION?

3 A YES.

4 Q DID YOU REVIEW THE CIVIL FILE REGARDING
5 THE LAWSUIT BETWEEN MICKEY THOMPSON AND MICHAEL GOODWIN?

6 A THE ACTUAL CIVIL FILE IN COURT?

7 Q YES.

8 A NO, MA'AM.

9 Q WHAT DID YOU REVIEW IN REGARDS TO THAT, IF
10 ANYTHING?

11 A THE LITIGATION DOCUMENTS THAT I HAD
12 REGARDING THE FILING OF THE CIVIL ACTION BY MR. THOMPSON;
13 AND DEPOSITIONS; AND CORRESPONDENCE FROM MR. THOMPSON'S
14 ATTORNEYS IN BETWEEN MR. THOMPSON'S ATTORNEYS AND
15 MR. GOODWIN'S ATTORNEYS; AND DOCUMENTS PERTAINING TO THAT
16 NATURE OF THE CIVIL ACTION.

17 Q AND DID YOU RECEIVE THOSE -- WHERE DID YOU
18 GET THOSE?

19 A MANY OF THEM WERE ALREADY IN THE CASE
20 FILE. MANY OF THEM WERE SUPPLIED TO ME BY A
21 MR. BARTINETTI OR MISS CORDELL. AND THEN AT CLARK AND
22 TREVITHICK, THE LAW FIRM THAT REPRESENTED MR. THOMPSON, I
23 REVIEWED THEIR RECORDS THERE.

24 Q DID YOU SEE ANY DOCUMENTATION INDICATING
25 IN ANY OF YOUR REVIEWS THAT A WRIT WAS ISSUED FOR THE
26 SEIZURE OF MR. GOODWIN'S MERCEDES IN JANUARY OR FEBRUARY
27 OF 1988?

28 A I DID NOT.

The agreement between petitioner & the Thompson lawyers makes the Thompson claim non-dischargeable. This was signed just 13 days after the murders & approved by a Judge the next day¹. It is in discovery at bps 29967-29978, but the signature pages were removed & hidden 55 boxes away to give the impression that the agreement had not been signed. This document proves:

1. The evidence tampering, a felony, of moving the signature pages. They are found at bps 31656-8, included here.
2. That Cordell & her partner were committing material perjury when they each testified "we could find no assets"; perjury #6 at page 13 in the narrative. This document, on which the parties had been negotiating since November, 1987, lists over \$2,000,000 worth of assets that petitioner & his wife agreed to "cloud the title on" during negotiations to settle the debt. Thompson nor the BK had a legal/legit claim to these.

Cordell released the "cloud" on April 24, 1988 when she soundly rejected (her words) the petitioner's 100% BK payment plan. A Federal Judge confirmed this, & that Mrs. Goodwin had the right to accept the "passive distribution" (see exhibit F here) of \$365,000 in May, 1988 from the JGA partnership. DDA Jackson lied this was a sale, supported by material perjury from D.A. expert Kingdon.

However, evidence proves this was not a sale & that both Jackson & Kingdon knew that yet conspired to use this fraud to falsely convict in a Pen C 182 (1) thru (5) Conspiracy to Obstruct Justice felony, exh. I.

3. That the entire fraud by the D.A. re: "there was a March 18th hearing date for the nondischarge litigation, Goodwin killed Thompson two days prior because he knew he would lose" (accurately paraphrased) was a knowing hoax. See on the cover a handwritten note (it was on a post-it) stating that the hearing was on April 1. We feel that is Det. Lillienfeld's handwriting. The April 1 date is also on bp 29968 & it was confirmed at trial by defense exhibit 0 that the date was changed on March 10, 1988, by Cordell writing.
4. That Cordell committed perjury when she testified that "we would not allow the Goodwins to withdraw up to \$300,000 from Desert Investors/Palm Desert Estates". This agreement, which mirrors the one done before the murders, permits the \$300,000 withdrawal.

This agreement provides substantial other exculpatory evidence as well.

- 1) If petitioner killed Thompson to avoid paying him, why agree to this?

R9

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Attorneys for MICKEY THOMPSON ENTERTAINMENT GROUP
and the Personal Representative of
the ESTATE OF MICKEY THOMPSON

re
MICHAEL FRANK GOODWIN
Debtor.

MICKEY THOMPSON and MICKEY
THOMPSON ENTERTAINMENT GROUP,

Plaintiffs,

vs.

MICHAEL FRANK GOODWIN,

Defendant.

Plaintiffs MICKEY THOMPSON ENTERTAINMENT GROUP and the
personal representative of the ESTATE OF MICKEY THOMPSON
(jointly "Thompson"); and debtor and defendant MICHAEL FRANK
GOODWIN ("Debtor") and his spouse, DIANE S. GOODWIN (jointly
"Goodwins"); and Robert Mosier, the Chapter 11 trustee for
Michael Frank Goodwin ("Trustee"), hereby enter into this

201 1988

ENTERED

APR 1 1988

CLERK OF COURT

FORNIA

Chapter 11

Case No. SA 86-06166 JR

Adversary No. SA 87-0086 JR

STIPULATION RE SETTLEMENT
OF DENIAL OF DISCHARGE
ACTION [PROPOSED]

TRIAL

DATE: April 1, 1988

TIME: 9:30 a.m.

ROOM: 520

00312

86

26

029967-78

26

1 stipulation based upon the following agreed facts:
2

3 RECITALS

4 A. On May 7, 1986, the Los Angeles Superior Court
5 entered judgment in favor of Thompson and against Debtor and
6 Stadium Motorsports Corp. in Case No. C 513 615, entitled Mickey
7 Thompson and Mickey Thompson Entertainment Group v. Michael F.
8 Goodwin and Stadium Motorsports Corp. The judgment was entered
9 in February 1986 for the principal sum of \$514,388.00, plus
10 interest in the sum of \$56,625.00, and stipulated costs and
11 attorneys' fees in the sum of \$197,720.40 for a total judgment
12 as of May 7, 1986 of \$768,733.40 ("Thompson Judgment").

13 B. Diane S. Goodwin was not a party to Case No. C 513
14 615 and the Thompson Judgment was not entered against her.

15 C. On or about November 3, 1986, Debtor filed the
16 present Chapter 11 bankruptcy case.

17 D. On February 17, 1987, Thompson filed the complaint
18 in the above-referenced adversary proceeding objecting to the
19 discharge of Debtor ("Denial of Discharge Action"). The trial
20 in the Denial of Discharge Action is set to commence on April 1,
21 1988.

22 E. In or about June 1987, Robert Mosier was appointed
23 the Chapter 11 trustee in the Debtor's bankruptcy case.

24 F. Thompson and the Goodwins, through their respective
25 counsel, have met and conferred concerning the Goodwins' desire
26 and intention to have filed a 100% plan for the payment of
27 Debtor's creditors, including payment of the full amount of
28 Thompson's allowed claim ("Plan").

1 G. Thompson and the Trustee acknowledge that one
2 intent of this Stipulation is to provide the Goodwins with an
3 opportunity to rebuild their personal and business lives.

4 H. To avoid any further and unnecessary expenses or
5 attorneys' fees in prosecuting the Denial of Discharge Action
6 pending submission and possible confirmation of the Plan,
7 Thompson, the Goodwins and the Trustee agree to enter into the
8 following stipulation:
9

10 STIPULATION

11 IT IS HEREBY STIPULATED AND AGREED by and between
12 Thompson and the Goodwins, and with the consent of the Trustee,
13 and through and with the advice of parties' respective counsel,
14 as follows:

15 1. Thompson's original complaint in the Denial of
16 Discharge Action shall be deemed amended to add a second claim
17 objecting to the discharge of the Thompson Judgment pursuant to
18 11 U.S.C. §523 ("Second Claim"). Subject to the Court's entry
19 of its order approving this Stipulation after noticed hearing as
20 provided in paragraph 8, below, judgment in favor of Thompson
21 and against Debtor shall be entered forthwith on the Second
22 Claim, in the form attached hereto as Exhibit "A," providing
23 that only the Thompson Judgment shall be deemed nondischargeable
24 pursuant to 11 U.S.C. §§523 and 1141(d)(2) ("Thompson Bankruptcy
25 Judgment"). Alternatively, should a court of competent juris-
26 diction ever find the Thompson Bankruptcy Judgment to be void or
27 unenforceable, Debtor hereby agrees that a judgment shall then
28 be entered nunc pro tunc against him under 11 U.S.C. §727

1 notwithstanding any applicable limitation periods. Thompson's
2 post-petition claims for interest, costs and reasonable
3 attorneys' fees on the Thompson Judgment shall be determined by
4 the bankruptcy court. Thompson's post-judgment/pre-petition
5 claims shall be determined by the Los Angeles Superior Court.
6 All awards of such claims shall be included in the Thompson
7 Bankruptcy Judgment, and shall be deemed to be nondischarge-
8 able.

9 2. Upon execution of this Stipulation, and without the
10 requirement of a court order, Diane S. Goodwin shall forthwith
11 transfer custody and joint control of the following assets to /
12 the Trustee or his counsel:

13 A. The limited partnership interest in a 124 unit
14 apartment complex located 8405-8505 Arlington
15 Avenue, Riverside, California, commonly known as
16 "Los Arcos";

17 B. The limited partnership interest in a real
18 estate development project in Durango, California
19 commonly known as "Rancho Durango";

20 C. The limited partnership interest in a real
21 estate development project located in Westlake,
22 California, commonly known as "Whitehawk"; and

23 D. Her stock in the California corporation known
24 as Supercross, Inc.

25 In consideration of the other provisions of this Stipulation and
26 to carry out the purposes of this paragraph, Diane S. Goodwin
27 shall, after full execution of this Stipulation, deliver to the
28 Trustee security agreements and UCC-1 Financing Statements on

1 the assets described in subparagraphs A, B and C, above, and
2 deliver to him the certificates for the shares of Supercross,
3 Inc. referred to in subparagraph D above.

4 Within three (3) days, from the date all parties have
5 executed this Stipulation, the Goodwins shall provide Thompson
6 and the Trustee with a list of all liens presently encumbering
7 said property, which they shall declare, under penalty of
8 perjury, represent bona fide post petition obligations and
9 comprise all of the perfected liens and pledges known or made by
10 Diane S. Goodwin or Debtor against said property. The list
11 shall include (1) the name of any beneficiaries; (2) the date of
12 any pledge or lien; (3) the amount of the underlying indebted-
13 ness; and (4) the general terms of payment of the indebtedness.
14 Diane S. Goodwin shall not lien or encumber said property above
15 the present aggregate amount of liens or encumbrances on said
16 property or pledge her interest in said property, while the
17 Trustee has control without the prior written consent of the
18 Trustee, which consent shall not be unreasonably withheld. At
19 least three (3) business days prior to giving his consent, the
20 Trustee shall notify Thompson of Diane S. Goodwin's intent to
21 pledge said properties. Said notice is to enable Thompson to
22 take whatever steps they deem appropriate to object to said
23 lien or encumbering, including, but not limited to making
24 application to the bankruptcy court. If Thompson files an
25 objection with the court within the three (3) business days
26 prior to the lien or encumbering, the Trustee will not give
27 his consent until Thompson's objection has been resolved, unless
28 the pledge is required, in the Trustee's discretion, to preserve

029971

1 the property.

2 Nothing in this paragraph 2 shall be construed as an
3 admission or evidence of the ownership of the property describe
4 herein.

5 The Trustee's custody and joint control of said property;
6 shall not authorize him to sell, transfer, pledge, hypothecate,
7 encumber or offset claims against said property; nor shall the
8 Trustee have any right to vote the Supercross, Inc. stock or
9 interfere with its business. Unless restrained or enjoined, the
10 Trustee shall, without notice or demand, immediately return
11 custody of all or part of said property to Diane S. Goodwin if
12 (1) Thompson attempts to levy on the Thompson Bankruptcy
13 Judgment; (2) the court confirms that the Debtor's estate has no
14 claim to any of said property; (3) the Plan is rejected; (4) any
15 of said property is not to be included in the Plan; or (5)
16 creditors have been fully paid pursuant to the terms of the
17 Plan.

18 3. Diane S. Goodwin is a limited partner in Desert
19 Investors which owns a limited partnership interest in a real
20 estate development project located in Palm Desert, California
21 commonly known as "Palm Desert Estates." With respect to her
22 interest in Desert Investors, preceding the court's rejection or
23 confirmation of the Plan, Diane S. Goodwin shall not transfer,
24 pledge, assign, encumber or hypothecate her limited partnership
25 interest, except that she may, at her election, pledge, encumber
26 or hypothecate up to a maximum of Three Hundred Thousand Dollars
27 (\$300,000.00) of her equity in Desert Investors as security for
28 bona fide personal or business loans. With regard to business

029972

1 loans, Diane S. Goodwin shall provide the Trustee with a
2 security interest in the assets and proceeds of the business
3 receiving the loan proceeds in a form acceptable to the Trustee
4 in his sole discretion.

5 At least ten (10) days prior to execution of final loan
6 documents, Diane S. Goodwin shall personally serve the Trustee
7 with written notice of the amount of her interest she intends to
8 pledge to secure any such loan and the purpose of any such loan,
9 together, with all pertinent information concerning any such
10 pledges, encumbrances or hypothecations. If, prior to confirma-
11 tion of the Plan, the court confirms that (1) the Debtor's
12 estate has no claim to Diane S. Goodwin's interest in Desert
13 Investors, or (2) if the Plan is rejected, or (3) if Diane S.
14 Goodwin's interest in Desert Investors is not to be included in
15 the Plan, Diane S. Goodwin may thereafter transfer, pledge,
16 hypothecate or encumber any or all of her interest in Desert
17 Investors, subject, however, to any existing or further court
18 orders.

19 4. Without demand, Diane S. Goodwin shall, within
20 three (3) days of receipt, provide the Trustee, or his counsel,
21 with any information she receives concerning her right, title
22 and interest in and to the property set forth in paragraphs 2 or
23 3, supra. Such information shall include, but shall not be
24 limited to, reports from general partners, financial statements,
25 financial information, notices of default and demands for
26 payment.

27 5. The Goodwins represent that except for their house-
28 hold furnishings, personal effects not in excess of \$30,000.00

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1 (other than the items set forth in the appraisal of John A.
2 Gillett, dated January 26, 1984), their residence located at 667
3 Alta Vista Way, Laguna Beach, California, and cash not exceeding
4 \$35,000.00, they do not directly or indirectly own or hold an
5 interest in any assets other than those (A) listed above, or (B)
6 listed on the amended bankruptcy schedules of the Debtor in this
7 and in the ESI/SMC bankruptcy, or (C) previously divulged to the
8 Trustee or the trustee in the ESI/SMC bankruptcy in formal
9 discovery proceedings. Until the Plan is rejected or confirmed,
10 the Goodwins shall not sell more than \$10,000.00 of their
11 personal effects without the prior written consent of the
12 Trustee which shall be timely and shall not be unreasonably
13 withheld if the sale is necessary for the Goodwins to pay living
14 expenses, including attorneys' fees.

15 6. Thompson shall not take any action whatsoever to
16 execute on the Thompson Bankruptcy Judgment until the earlier of
17 (A) entry of the court's final order rejecting the Plan; or (B)
18 August 1, 1988, provided, however, that Debtor may apply to the
19 bankruptcy court for an order extending the stay of execution of
20 the Thompson Bankruptcy Judgment for an additional period of
21 time to be determined by the court upon a showing that Debtor is
22 proceeding in good faith under paragraph 9, below. Furthermore,
23 Thompson shall not execute on the Thompson Bankruptcy Judgment
24 during the period in which the Plan is in effect, and any funds
25 paid to Thompson pursuant to the Plan shall be credited toward
26 satisfaction of the Thompson Bankruptcy Judgment. Thompson may
27 execute on any remaining balance of the Thompson Bankruptcy
28 Judgment upon any default or after full performance of the Plan.

1 7. Notwithstanding the provisions of paragraph 6,
2 above, Thompson may at any time apply for ex parte relief from
3 the stay of enforcement of the Thompson Bankruptcy Judgment upon
4 a sufficient showing that the Goodwins are not acting in good
5 faith with respect to their duties under paragraph 9, below; or
6 upon a sufficient showing that the Goodwins have materially
7 breached any provision of this Stipulation, or have made a
8 material misrepresentation in connection therewith. Should
9 Thompson obtain the relief provided under this paragraph,
10 Thompson may proceed to execute on the full amount of the
11 Thompson Bankruptcy Judgment plus any allowable post-judgment
12 claims, as determined pursuant to Paragraph 1, above. Thompson
13 shall proceed under this paragraph in good faith.

14 8. No later than March 29, 1988, Thompson shall
15 prepare and file a written request with the court, requesting
16 that the Denial of Discharge Trial be continued in order to hold
17 a noticed hearing for approval of this Stipulation. The
18 requested continuance shall be for no more than 60 days, subject
19 to the availability of dates on the court's trial calendar.
20 Thompson shall prepare the moving papers for the Trustee, who
21 shall be the moving party, for the hearing to approve the terms
22 of this Stipulation for a date on or before May 2, 1988, subject
23 to the availability of the court. The Trustee shall serve
24 notice of said motion on all of Debtor's creditors who have
25 filed a proof of claim or who are listed in Debtor's amended
26 bankruptcy schedules. If the objection of any creditor to this
27 Stipulation results in the court's refusal to enforce this
28 Stipulation, the Denial of Discharge Trial shall proceed without

029975

1 further delay on Thompson's original complaint pursuant to 11
2 U.S.C. §§727 and 1141. Unless otherwise restrained or enjoined,
3 the Trustee shall release the property under its custody or
4 control to Diane S. Goodwin immediately upon expiration of
5 thirty (30) days from the date of the court's order refusing to
6 enforce this Stipulation. The Goodwins and Thompson further
7 agree that neither will take any steps to encourage any creditor
8 to object to the nondischargeability of the Thompson Bankruptcy
9 Judgment.

10 9. Thompson and the Goodwins hereby represent and
11 warrant that they will act in good faith to prepare and present
12 the Plan and a Disclosure Statement in connection with the Plan
13 to Debtor's creditors on the following schedule, subject to the
14 availability of the court:

15
16 On or before April 13, 1988 Goodwins provide draft of Plan and Disclosure
17 Statement to Thompson.

18
19 On or before April 27, 1988 Thompson provides critique of Plan and
20 Disclosure Statement to Goodwins,
21 without prejudice as to Thompson's right to
22 object the Plan and/or Disclosure Statement at
23 the time of hearing.

24
25 On or before June 6, 1988 Hearing on Disclosure Statement.

26
27
28 On or before August 1, 1988 Hearing on Plan.

029976

1 Thompson acknowledges that the Trustee may prepare a
2 similar 100% plan which may supersede the Plan to be submitted
3 by Diane S. Goodwin.

4 10. Thompson and Goodwin shall perform any acts and
5 execute any documents reasonably required to effectuate the
6 terms or intent of this Stipulation.

7 11. By entering this Stipulation, Thompson is not
8 surrendering any rights it may have to participate as a creditor
9 in the ESI/SMC Chapter 11 Bankruptcy (Case No. SA 86-05280 JR).
10 Debtor shall not object to the amount of the Thompson claim in
11 the ESI/SMC bankruptcy to the extent that that claim does not
12 exceed the amount of the Thompson Bankruptcy Judgment. Any
13 monies which Thompson may collect in the ESI/SMC Bankruptcy
14 shall be credited toward satisfaction of the Thompson Bankruptcy
15 Judgment in the following order: First, to pay any sum allowed
16 by the Thompson Bankruptcy Judgment that exceeds the amount to
17 be paid pursuant to the Plan; and, second, to reduce the sums to
18 be paid by Debtor to Thompson pursuant to the Plan.

19 12. Any party to this Stipulation has standing at any
20 time to apply to the bankruptcy court for ex parte injunctive or
21 other appropriate relief to enforce the terms of this Stipula-
22 tion or to protect their rights under this Stipulation.

23 13. Except as modified by this Stipulation or further
24 order of the court, the Stipulation to Entry of Temporary
25 Restraining Order and Temporary Restraining Order, entered by
26 the court in Debtor's bankruptcy on February 29, 1988, shall

27 ///

28 ///

029977

1 remain in full force and effect.

2 IT IS SO STIPULATED.

3
4 DATED: 3/30/88, 1988

CLARK & TREVITHICK

5
6 By: 

DOLORES CORDELL

Attorneys for MICKEY THOMPSON
ENTERTAINMENT GROUP and the
Personal Representative of the
ESTATE OF MICKEY THOMPSON

7
8
9
10 DATED: 3-29-88, 1988

COULOMBE & SPIZSMAN

11
12 By: 

RONALD B. COULOMBE

Attorneys for Debtor and
Defendant MICHAEL FRANK GOODWIN

13
14
15 DATED: 3-29-88, 1988

ROBINSON, DIAMANT, BRILL
& KLAUSNER

16
17 By: 

MARTIN J. BRILL

Attorneys for DIANE S. GOODWIN

18
19
20 DATED: March 30, 1988, 1988

ROSEN, WACHTELL & GILBERT

21
22 By: 

KIRKWOOD S. RENSE

Attorneys for Chapter 11 Trustee
ROBERT MOSIER

23
24
25
26
27
28 029978

1 remain in full force and effect.

2 IT IS SO STIPULATED.

3
4 DATED: 3/30/88, 1988

CLARK & TREVITHICK

6 By: 

DOLORES CORDELL

7 Attorneys for MICKEY THOMPSON
8 ENTERTAINMENT GROUP and the
9 Personal Representative of th
ESTATE OF MICKEY THOMPSON

10 DATED: 3-29-88, 1988

COULOMBE & SPISZMAN

12 By: 

RONALD B. COULOMBE

13 Attorneys for Debtor and
14 Defendant MICHAEL FRANK GOODW

15 DATED: 3-29-88, 1988

ROBINSON, DIAMANT, BRILL
& KLAUSNER

17 By: 

MARTIN J. BRILL

18 Attorneys for DIANE S.. GOODWI

19
20 DATED: March 30, 1988 1988

ROSEN, WACHTELL & GILBERT

22 By: 

KIRKWOOD S. RENSE

23 Attorneys for Chapter 11 Trus
24 ROBERT MOSIER

25
26
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28 031656

DEBTOR'S CONSENT-TO
NONDISCHARGEABILITY OF DEBT

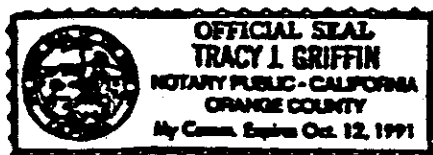
I, MICHAEL FRANK GOODWIN, have read and fully understand the provisions of this Stipulation, including but not limited to paragraph 1, and freely and unconditionally agree to be bound by its terms.

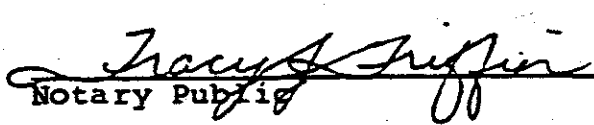
DATED: March 29, 1988


MICHAEL FRANK GOODWIN

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On March 28, 1988, before me, the undersigned, a Notary Public for the State of California, personally appeared Michael Frank Goodwin, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.




Notary Public

031657

EXHIBIT D

Bp 01158 from discovery detailing the total transfers from petitioner, Michael Goodwin, to his wife Diane Goodwin. Referenced at page 28:5. These transfers were in consideration of the 1/6th of the stock Diane owned in Stadium Motorsports Corp, of which petitioner owned the other 5/6s of the stock. See exhibit K for additional disclosures to the BK trustee & Cordell.

The transfers were made since the Thompson litigation looked like it may turn into a big issue & petitioner's then wife did not want to be drug into it, & petitioner agreed. She was not a party to the Thompson agreement & was not liable, although the Thompson lawyers later illegally attached her bank account. Cordell committed perjury that they had not done that, perjury #31, testimony at CT 1-170, not briefed yet, but Cordell yet again lied.

These innocent & entirely justified transfers, for due consideration, became central to the motive case-in-chief with the DDAS arguing ad nauseum that petitioner had transferred all kinds of assets to his wife Diane for no consideration to avoid paying Thompson, e.g. Vol 6-2740, RT-8783. This was supported only by perjury from Cordell & other expert witnesses Bartinetti & kingdom. No documentation of this was produced. They will prove no other transfers.

Evidence proves the D.A. has that documentation & suppressed it.

In addition, these issues were well within the capability of the jury to decide/figure out the correct answer to (rather than the lies they were told) had they been provided with the correct evidence, evidence which the D.A. had & hid to allow them to perpetrate this FRAUD ON THE COURT with impunity.

The law is absolute that experts are not to allowed to testify to issues that the jury can just as easily determine the answer to if they are provided with the correct evidence. Thus the testimony on transfers should be disallowed, particularly in light of the following.

The personal estate Bankruptcy trustee's lawyer, Kirk Rense, the person who would know better than anyone except petitioner stated the following:

- "Diane Goodwin had no gain from the transfers", bp 010491. Actually she lost big.
- "The transfers to Diane were legitimate", bp 010090.

The transfers were also all disclosed prior to Bankruptcy in a declaration in conjunction with the surety, & Cordell admitted that they had all been offered in the surety. Bps 26951-60, 32392 & 32394. Also see bp 010515 & others not cited here.

Also herein is a full description of the transfers, JGA & Desert Investors.

SCHEDULE B-3 — PROPERTY NOT OTHERWISE SCHEDULED

Type of property.

Description and location.

Market value of debtor's interest without deduction for secured claims listed in Schedule A-2 or exemptions claimed in Schedule B-1.

From the official bankruptcy schedules detailing the \$460,000 (rounded) in exchanges from Mike to Diane.

- (a) Property transferred under assignment for benefit of creditors within 120 days prior to filing of petition. Specify date of assignment, name and address of assignee, amount realized therefrom by the assignee and disposition of proceeds so far as known to debtor.

460,000.00^A

For due consideration, the following transfers were made: RANCHO DURANGO LTD., ltd. prtnr int. assigned to Diane Goodwin on 5/6/86; LAGUNA HILLS OFFICE BUILDING, 22941 Mill Creek Drive, Laguna Hills, CA, assigned to Diane Goodwin on 3/3/86; LOS ARCOS LTD. PARTNERSHIP, ltd prtnr interest assigned to Diane Goodwin on 12/20/85; all made in exchange for release of community property interest in stock of corporation, valued at approximately \$460,000. PETITIONER NOR HIS SPOUSE OR ANYONE CONNECTED WITH THEM RECEIVED ANY FUNDS FROM ANY OF THESE TRANSFERRED ASSETS.

- (b) Property of any kind not otherwise scheduled.

Amarex Ltd. Prtnr.

Limited partner in speculative oil drilling co. ...Chapter 11 bought out by TEMEX, Inc.

Laguna Surf Note 3 parties signed
\$1.5 million

Note held as security to Southern California Bank.

Loan Note to Bill Butcher

\$500,000.

c/o BFC Direct Marketing
Newport Beach, Ca. 92660

1984 State and Federal tax return filed jointly with spouse - one-half interest

60,000

A) NOTE \$460,000 IN TRANSFERS.

(estimated)

B) THE BANKRUPTCY TRUSTEE, WHO KNEW MOST ABOUT THE BANKRUPTCY CONNECTED ASSETS THAN ANYONE BUT PETITIONER, CONFIRMED THESE WERE LEGITIMATE & DIANE GOODWIN HAD NO GAIN THEREFROM. SEE e.g. BATES PAGES 010491 & 010090 IN DISCOVERY. THESE TRANSFERS WERE TESTIFIED TO BY DOLORES CORDELL AS "MILLIONS OF DOLLARS WORTH", TO THE GRAND JURY ON 8/22/01, PAGE 901:11, "FOR VIRTUALLY NOTHING" THIS WAS REPEATED AT THE ORANGE COUNTY PRELIM BY DET. LILLIENFELD AT PAGE 123-124.

TOTAL.....\$1,020,000.00

AN OVERVIEW OF THE JGA/WHITEHAWK & DESERT INVESTORS FACTS

Although the witnesses & the State most often speak of improper/illegal transfers of assets from me to my wife Diane in 1986-1988 they are really not speaking of transfers at all, but a fabricated set of facts they have twisted to imply transfers of JGA/Whitehawk (JGA) & Desert Investors, two real estate limited partnerships.

First to get transfers out of the way. I did transfer, in 1985, for legitimate reasons (can document), three assets to Diane in exchange for her 1/6 interest in my company, Stadium Motorsports Corp. (SMC). We valued the assets both ways at \$467,000 based upon offers I had recently had for the stock in SMC, & what we felt was a correct value for the three assets, Rancho Durango, an office building, & an apartment investment I believe. I can't recall the details, but all will be in the BK files & the surety offerings in Cordell's files. We always fully disclosed.

Diane never got one dollar out of any of those transfers, they were fully disclosed on the BK Court schedules, bp 001158, the BK trustee said they were fully disclosed & legit, bps 010090, 010491 & elsewhere, plus Cordell, our antagonist, admitted that they were offered to guarantee the Thompson payment, bps 032392-4, plus at trial & the preliminary hearing in the L.A. proceedings. So, the transfers, the actual transfers are not the issue. They are being used to cloud the true facts.

The issues are JGA & Desert Investors which were testified to & argued as my property that I had Diane surreptitiously buy with commingled/disguised funds to hide the assets from the BK Court & Thompson. But that is provably as untrue/fabricated.

Desert Investors is easiest/clearest so I will do 1st. Focus on this. On the date that a person files BK, 11/6/86 for me, all of their debts & assets are consolidated into what is called a Bankruptcy (BK) estate. No debts before that date can go after assets obtained after the BK filing. All assets obtained/created after that date belong to the debtor, not the BK estate or the creditors of the BK estate. So, anything "new" after 11/6/86 belonged to me, not the BK or Thompson. That's the law. Desert Investors was not created until four months after I filed BK, in March 1987.

So, in no way can it be legitimately said that either the BK estate or Thompson had any claim to Desert Investors. But Cordell kept trying to "make that so," to change the facts. She even got the Feds to bring an indictment vs. us for BK fraud based on this (& JGA). But as soon as they found the true facts the indictments were dismissed. I suggest that this is yet another instance of Res Judicata on Desert Investors. See below for the other. Also see exh. 10 of Vol II, 4/18/11 FRAUD ON THE COURT BY THE DDAS filing with the L.A. Superior Court. But it is worse for them.

I never owned any of Desert Investors. Diane bought it with funds that she borrowed from relatives, as ruled by the BK Court. The BK trustee confirmed that I had no ownership interest in or claim to it, doc 261 in the personal case, page 13, item #25, in response to Cordell's claim that it should be brought into the estate. The BK Judge agreed, including in a ruling I believe on 4/17/90. why not Res Judicata?

Even D.A. financial expert Karen Kingdon, who had access to all of the records, confirmed in her report at bp 010215 that Diane owned Desert Investors & thus that neither the BK nor Thompson had any claim to it.

But she changed her "story" at the L.A. prelim & trial to "all our investments were bought with commingled funds," Vol 18-6768:27 & CT 3-779 & the DDAS then argued:

"Within days he dumps all of his investment in Desert Investors, which was really his since he'd been hiding assets in her name (my wife, Diane), & he dumped them all, notwithstanding that they may have been very lucrative!"
Paraphrased from RT-8783-8784, plus reinforced at RT-9027:7-10.

There are actually many false statements/arguments therein, e.g "dumped them all," when we did not, we kept 90% of the assets or more, but for here we focus on Desert Investors. There are several lies just related to Desert Investors:

1. As we saw above, even the trustee & Court agreed I did not own Desert Investors.
2. Since I did not own it I certainly couldn't have been hiding it in her name.
3. It wasn't dumped. She sold it for what she had invested, \$215,000.
4. It turned out not to be valuable. All other investors lost their investment.

Additional evidence is at bps 021187, 008510, 001335, 007934, 007960, 07964, 07986, 16775, 21060, 21197-8, 24117, 24286, 24353, 28068 (?), 10092, 10183, 10194-5 & more.

JGA/WHITEHAWK was a 200 home custom development on a golf course in Agoura at the LA/Ventura County line. JGA was the limited partnership which invested in the housing project called Whitehawk. It was very timely about 18 months after it was conceived, with housing demand causing campouts & bidding up of prices.

The initial investment by our two company pension plans was \$345,000. This was fully disclosed including all details to the Thompson lawyers at the August* 1986 surety hearings, & it was offered to assure the Thompson payment at a value of \$500,000, along with every other asset we had between Diane & I, even though she was not liable on the Thompson judgment & her provably separate property, under California & Federal law, from a pre-marital inheritance & written agreement, was not subject to claim by Thompson.* (Cordell even filed key parts in a 1988 pleading)

The Thompson lawyers rejected JGA as too speculative & in turn rejected the entire surety offer which included assets which generated over \$5,000,000 cash. JGA alone was spectacular, paying about \$2,350,000 on the \$345,000 investment. Thompson would have been paid in full long before his death had they accepted the surety. The Thompson lawyers even ^{later} admitted in a filed pleading that Thompson would have been paid had they accepted the surety, bp 23792.

Since it is quite apparent from the evidence that was initially suppressed & obfuscated by the D.A. that Thompson was killed because of a bad money and/or drug dealing debt he didn't pay, e.g. the missing \$250,000 in gold coins he had just purchased before the murders that weren't found following the murders, his lawyers are really responsible for his death from not having accepted the surety. Had they accepted it he would have had the money to pay his dark side debts for which ~~the~~ evidence that I have available proves he was killed. But, this is about JGA.

D.A. financial expert Karen Kingdon confirmed in a chart she did that the pensions bought JGA, bp 10122, although she lied about one transaction on that chart which is critical to understanding. The suppressed JGA documents prove the truth. They are confirmed at page 30 of the D.A. evidence inventory items # 384 & 386.

JGA was purchased by the pensions, which is irrefutably proven by the suppressed records, & Cordell even admitted that the pensions purchased JGA in filed pleadings, e.g. doc #2 in the SA 88-0376-JR adversary action in the personal BK, page 12:27 & evidence in documents attached as exhibits thereto which we had provided at the surety hearings. Kingdon also confirmed this at bp 10103 (I often skip the opening "0" I hope that isn't confusing.), also 10112, I believe by Cordell.

The BK trustee also confirmed that I had never owned any of JGA in a 6/3/91 hearing at page 40:16, & in his document #215 in the personal BK at page 27:24.

The transactions that initially purchased JGA in the pensions are memorialized by the ESI accountants in doc #251 in the ESI case, SA 86-05280-JR, exhibits 9 thru 12, including the very first \$20,000 in to begin due diligence on exhibit 12. There are dozens of pages in discovery which prove that the pensions bought JGA, not "Diane with commingled funds" as Kingdon testified at trial & the DDAS argued, & establishing that I never owned any of, not had any claim to JGA.

However, my Public Defender, Elena Saris, refused to investigate this, or to even introduce the evidence we did have of this, which would have introduced reasonable doubt as to the D.A. motive case, which was the case. Neither would Saris attempt to obtain the suppressed records on JGA which I gave her evidence of*, & she refused to learn about & introduce Bankruptcy, pension & commingling law which would have destroyed the D.A. case. *(I repeatedly gave Saris inventories of the evidence)

In any event, because I needed cash to keep the company financed in light of the Thompson litigation costs, & an unexpected one time opportunity to avoid the 10% early distribution penalty from pension plans we liquidated one of the pensions, giving me over \$200,000 cash & the 14% interest for which the pension paid \$70,000 to Diane. This was all fully disclosed at the surety hearing & in a disclosure statement at bp 31731 that Cordell also filed in a pleading in December, 1987. Cordell refused this 14% of JGA plus the larger 55% at the surety hearing, saying they were too speculative, & "essentially worthless", bp 28106.

Re; the legitimacy of the total JGA transaction(s) in the pension, the IRS scrutinized them as part of a routine audit of pensions in closely held corporations, because there is so much abuse of these pensions, & issued a "favorable determination letter" re: the pensions & these transactions in June 1987.

There are also tax returns showing that the JGA interest is owned by the pension, the 55% portion, bp 11727, 16458 (?) & the distribution to Diane & me in 1985-1986 to take advantage of the no 10% early distribution penalty¹, bp 11967. All was legitimately disclosed & taxes paid thereon. I have dozens of additional income tax cites in discovery that may be relevant here, e.g. at 16473 I have noted that it is about JGA in 1988.

The pension we did not liquidate still owned the first security interest in the JGA 55% interest because of \$275,000 that pension had put in. That security interest has repeatedly been A) confirmed as legitimate & existing, & B) it was confirmed that Cordell & the trustee hid it from the BK Court. That is a felony Bankruptcy Title 18 § 152 fraud & also Federal pension fraud. Other JGA cites.

- Disclosure to the BK trustee of the true facts & him filing them, 24050-3, 24072.
- The capital vs. the partnership account was discussed at p. 90 of the 6/216 doc.

For that sophisticated discussion they had to know the details. They did.

- Perhaps Cordell admitted (?) that I wasn't hiding JGA/Desert Investors, 33680.
- Although a very small portion of the initial ownership documentation, I believe that the original pension security interest in the JGA 55% may be at bp 27369.
- Cordell claimed to be very knowledgeable about the pension, doc 6/231 exhibit 9 which would include being knowledgeable about the true facts on JGA
- Cordell was aware of the pension JGA security interest, doc 6/269, page 51.
- The 54 page lawyer prepared timeline on Cordell's & the other BK "professionals" frauds to take the JGA asset from the pension, along with a \$175,000 good real estate note that they also illegally took, is at bp 28171 I believe.

1) That we liquidated the one pension/the 14% JGA interest for tax reasons, bp 06656.

Again, there is not any real, true evidence that supports any of the D.A.'s testimony or argument on JGA (or Desert Investors, already addressed), & all of the written documentation, some in discovery, e.g. the pension security agreement at bp 27369, but most suppressed, will impeach the entire D.A. case completely, proving dozens of material perjuries by the four D.A. experts, known of by the DDAS. That is why the evidence, which the D.A. would have us think is inculpatory, is suppressed, because it is actually exculpatory, thousands of pages, provable.

Are we really going to allow these charlatans to persuade us to believe that they had all of these over 100 boxes of evidence that was ^{allegedly} saturated with incupatory evidence, which it would have been if their experts testified truthfully, but that the D.A. lost all of this evidence that they had possession of? The suppressed evidence & evidence in discovery that my PD did not introduce will irrefutably prove:

1. The pensions legitimately bought JGA, not "Diane bought JGA with commingled funds" as D.A. expert Kingdon perjured at trial & DDA Jackson argued, V6-2740, RT-8783.
2. Part of JGA was later legitimately transferred to Diane when one of the pensions was liquidated for tax reasons. Taxes were paid & the IRS ruled this was kosher.
3. This was all disclosed to the BK Court & the Thompson lawyers even before I filed BK, records prove. Cordell later filed key parts of the disclosure.
4. JGA, valued at just \$500,000, was offered to help secure the Thompson judgment, as part of assets that generated \$5,000,000 in cash. They rejected this surety.
5. BK examiners, the BK trustee & the Court confirmed that the transactions on JGA were legit & that the BK had no claim to JGA since it belonged to Di & the pension.
6. Later, in mid 1988, Cordell filed false papers with the Court stating that a key exemption to the pension I had filed had been objected to (it had not). This, along with her false declaration which allowed her to become SPECIAL COUNSEL TO THE BK TRUSTEE allowed her to begin a systematic looting of JGA from the pension & Diane with massive perjuries & FRAUDS ON THE COURT. I have these all briefed, with evidence cited. This fantasy became the storyline at the murder trial.

EXHIBIT E

A chart prepared by the District Attorney office of Orange County, we believe by D.A. CPA & forensic financial analyst expert witness Karen Kingdon. Referenced at pages 29:8, 30:22 & 31:14.

Had the petitioner's Public Defender Elena Saris used this chart, which was bp 010122 in discovery, to cross-examine Kingdon, the largest D.A. fraud of the trial would have been exposed. And, it also would have proven as perjury Cordell's perjury #18 at page 29 in the narrative.

This chart correctly states that the pension plans in the companies owned by the Goodwins collectively initially purchased JGA/Whitehawk (JGA)¹. Pursuant to ironclad pension law, assets purchased by these well structured² & maintained pension plans are not to be treated as "assets of the plan participants". The assets are to be treated as owned by the pensions, totally separate entities. There were also other pension plan participants.

And, when one files Bankruptcy (BK) as petitioner did, if the debtor files an "exemption" in his BK schedules for his pension vestings (whatever they later turn out to be), as petitioner did here did, & no one "objects" to the exemption before a date certain which expired in January 1987 in this case, the pension vestings which later will come to the debtor are his, with no claim by the BK or pre-petition creditors, e.g. Thompson. See TAYLOR V. FREELAND & KRONITZ 503 U.S. 638, 112 S. CT. @ 1644 (1992).

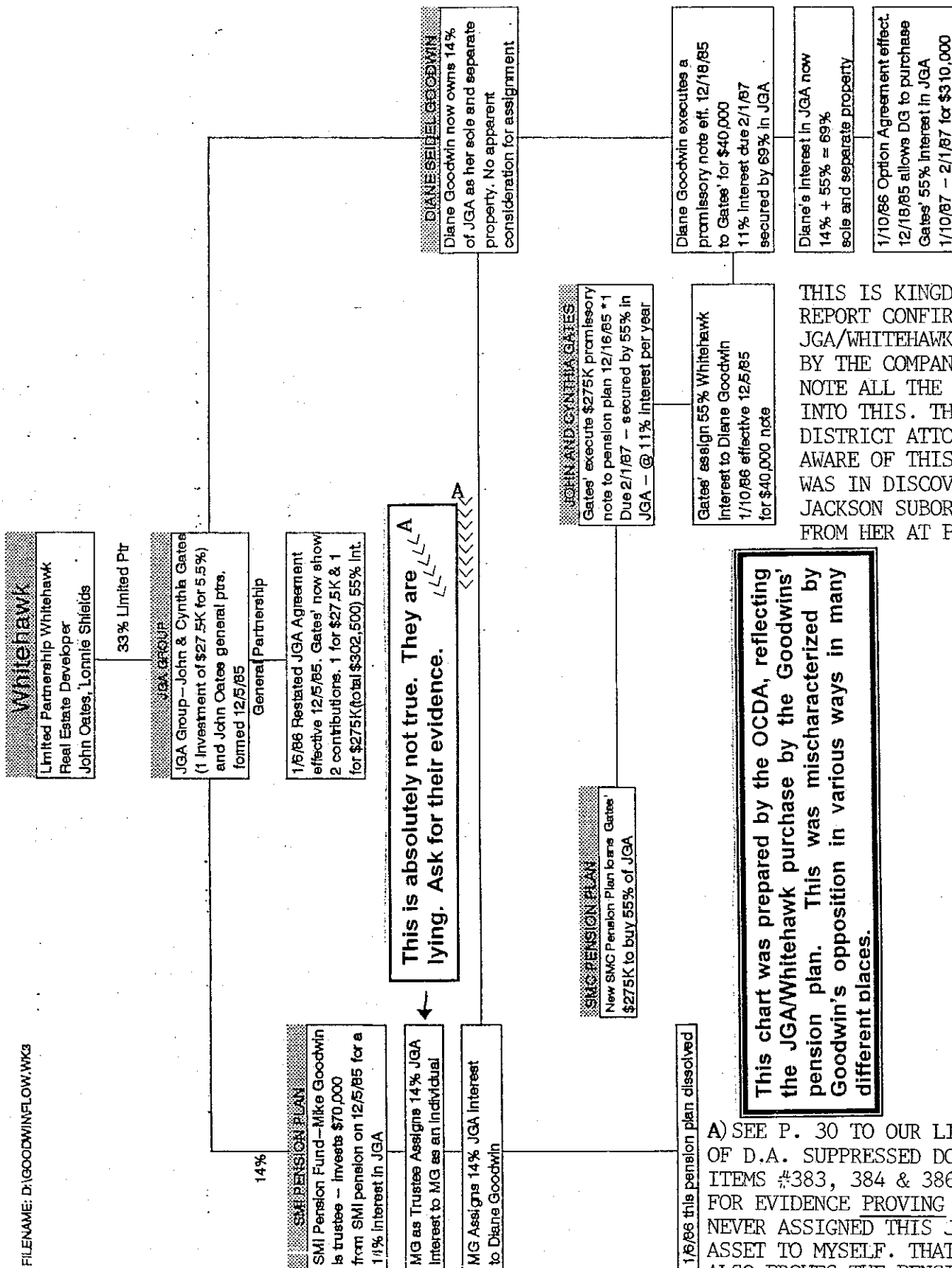
Here no one ever objected to the pension objection. However Cordell, after realizing one day 18 months after the last date on which an objection could have been filed to the exemption, that they had not done so, & that the BK trustees had never done so either, filed Court papers lying that an objection had been filed & that they were waiting for the Court to rule on it. This is all in her fee details. See exhibit G here. The fraud is shocking.

This began how Cordell, the trustees, their accountants & attorneys eventually stole the JGA asset for themselves, not using it to pay real debt.

They then lied at trial that petitioner & his wife had surreptitiously purchased JGA with commingled funds & then hidden it from Thompson & the BK. This would have made it a BK asset. But as seen here, they committed perjury.

Had they not gotten away with the fraud that "the Goodwins bought JGA with commingled funds" none of the other big JGA trial frauds could have come in, such as "JGA was sold"^{*} (with petitioner stealing the money & fleeing) & the backbone of the D.A. motive case would have been broken.^{*} (Exhibit J here)

- 1) It is incorrect on that chart that petitioner once owned & transferred it.
- 2) See exh. F here, also H showing JGA suppressed evidence. There is also an IRS "favorable determination" letter pronouncing the pension was kosher.



This is absolutely not true. They are lying. Ask for their evidence.

This chart was prepared by the OCDA, reflecting the JGA/Whitehawk purchase by the Goodwins' pension plan. This was mischaracterized by Goodwin's opposition in various ways in many different places.

THIS IS KINGDON'S OWN REPORT CONFIRMING THAT JGA/WHITEHAWK WAS BOUGHT BY THE COMPANY PENSIONS. NOTE ALL THE WORK SHE PUT INTO THIS. THE DEPUTY DISTRICT ATTORNEYS WERE AWARE OF THIS SINCE IT WAS IN DISCOVERY. YET JACKSON SUBORNED PERJURY FROM HER AT PAGES B2-B3.

A) SEE P. 30 TO OUR LIST OF D.A. SUPPRESSED DOCS ITEMS #383, 384 & 386 FOR EVIDENCE PROVING I NEVER ASSIGNED THIS JGA ASSET TO MYSELF. THAT ALSO PROVES THE PENSION, NOT DIANE, BOUGHT JGA.

*1 promissory note deburred to Mike Goodwin per Norman A Mathews WHICH note?

EXHIBIT F

Witness interview statement with Kirk Rense, the lawyer for the personal Bankruptcy trustee Robert Mosier. Referenced at pages 29:11 & 34:8 in the narrative. Rense knew more about the Bankruptcy (BK), the pension & JGA/Whitehawk (JGA) than anyone but petitioner.

If one understands the totality of the D.A. case vs. petitioner relevant to the financial motive, which was the backbone of the case, a close reading of this witness statement will make the D.A. case laughable by proving it was a full bore hoax.

For example see his statement that the \$365,000 May, 1988 check to petitioner's wife was a "passive distribution". All of the other limited partners received their proportionate share payment at the same time. Document #386 in exhibit H would have proven that, but the D.A. suppressed it. Rense was completely correct but DDA Jackson lied that the \$365,000 was a sale where petitioner "sold all of JGA which was really his, but he had hidden it in¹ the name of his wife". Jackson supported this with perjury from DDA expert Karen Kingdon. See exhibit I here for evidence & explanation of that FRAUD ON THE COURT.

Also see Rense's statement that the \$365,000 was possibly defensible had the Goodwins (petitioner & his wife) been here to defend it. What he did not admit was the following two crucial, & completely provable facts:

- A) Since JGA was bought by the pension & no objection had been filed to the exemption that petitioner had filed in the BK, that neither the BK nor Thompson could possibly have any legitimate claim to it. And, since petitioner's wife was not a judgment debtor & did not file BK for her legitimately protected property, her portion was not subject to being taken by the BK or Thompson. However, they simply stole it with perjuries.
- B) He, Rense, decided not to serve petitioner & the other pension participants on his action to take JGA. We have that in a transcript.

However, for our purposes here, this witness statement shows that petitioner was well intended, & that the D.A. financial motive case which alleged all these frauds in JGA was a hoax, knowingly to the DDAS bogus.

The IFNS (Investigator Field Notes) to this are suppressed as is the author. If that is Karen Kingdon, as petitioner believes, it proves many more perjuries.

1) See exhibit J here.

12/14/92

To: Guy Ormes, Craig McKinnon, Jeff Arnold

RE: Kirk Rense/Mike Goodwin

I spoke with Kirk Rense (760-1121) regarding Mike Goodwin's assertions presented by Al Stokke. Rense is the attorney for Mike Goodwin's personal bankruptcy trustee, Robert Mosier's.

JGA/WHITEHAWK

The Goodwin's, their attorneys, and Kirk Rense signed an initial 2/25/88 Stipulation to Entry of Temporary Restraining Order that they would not "transfer, encumber, alienate or in any other manner alter or affect (1) the Properties, or their respective interests therein."

One month later, Rense signed the Stipulation Re Settlement of Denial of Discharge Action [proposed] filed on 3/30/88 as an accommodation to the MTEG attorneys. Mike Goodwin believed this new stipulation superseded the 2/25/88 TRO. Rense and Mosier took the position that the original TRO was still in effect. Per #13. pg 11 line 24 "Except as modified by this Stipulation or further order of the court, the Stipulation to Entry of Temporary Restraining Order and Temporary Restraining Order, entered by the court in Debtor's bankruptcy on February 29, 1988, shall remain in full force and effect."

Six weeks later, Diane Goodwin "passively" received a \$365,000 distribution check from Whitehawk on 5/6/88. Rense said the bankruptcy court did NOT originally consider this a violation of the 2/25/88 TRO, based on the wording in the first paragraph above. Rense argued Diane's actions of endorsing, depositing and transferring funds out of the country was "cause to show contempt".

Rense filed a motion to show contempt but was never able to properly serve Diane Goodwin because she and Mike had left the country, "the matter just sat". Mike Goodwin agreed to return the \$365,000 to the estate, but never did.

Rense stated that Mike may have a good faith argument that the \$365,000 payment did not violate the original TRO or the later 3/30/88 stipulation.

Pension Plans

Rense stated the pension plans were detailed and carefully constructed. If viewed objectively there was no attempt to defraud anyone.

Diane Goodwin testified she gave the pension plan and corporate

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records to Jeff Coyne (ESI/SMC 1st trustee), who allowed them to be destroyed when storage fees were not paid in a timely manner. Rense stated the pension plans were carefully structured; and that pension plan funds for the purpose of long term (spousal?) support are exempted under California state law, and California law would prevail in this case.

Rense received a default judgement to set aside the pension plan assets and return them to Mike's bankruptcy estate. He is NOT confident he would have prevailed had the Goodwin's formally contested this issue. "The pension plan might be defensible".

Financial Institutions

Rense offered settlements to three different banks which held security interests in Mike's assets and JGA/Whitehawk. If the three banks had litigated rather than accepted the trustee's offer, Rense is NOT confident the trustee would have prevailed. He "bluffed" the banks into accepting his offer.

Goodwin filed Chapter 11 because he could not come up with money for the MTEG judgement. Rense believes that Goodwin was never insolvent, i.e. his assets exceeded his liabilities.

Rense believes Goodwin fully intended to repay the financial institutions where he and Diane borrowed money, "there was no intent to defraud". Goodwin may have omitted material facts on his loan applications, and the loan applications were not completely accurate, but Mike planned on repaying all of his debts.

Bill Lobel

Mr. Lobel was the Goodwins' bankruptcy attorney. Rense believes Lobel will "fight to the death" regarding legal advice provided to the Goodwins.

Records

Rense has no pension plan records, but testimony regarding the plans is contained in the bankruptcy court documents. Rense again stated we could view his records (currently in storage), or to obtain a complete picture of the case, spend 3 - 4 weeks at the bankruptcy court, file by file.

EXHIBIT G

Referenced at page 29:27.

This demonstrates, actually quotes directly from pleadings filed by Dolores Cordell's firm Clark & Trevithick & other Bankruptcy (BK) trustee attorneys & accountants, as well as their fee details.

The point here is the shocking FRAUD ON THE COURT in 1988 where Cordell learned on one day that the trustee had not filed an objection to the pension exemption petitioner had filed when he filed BK, & on the very next day Cordell caused to be filed a pleading with the Court wherein they claimed that the exemption had been objected to. The deadline to object expired 18 months prior.

The writing here in this exhibit follows this fraud through as the other trustees, accountants & attorneys (T&AS) pick up this dishonest ball & ran with it. The end result was them looting over \$2,000,000 from the Federally protected pension & using it to pay grossly inflated fees & costs to themselves rather than pay the general unsecured creditors which they are sworn to protect. TAYLOR V. FREELAND & KRONITZ 503 U.S. 638 (1992) prohibits this.

Petitioner has an accounting which conclusively proves that the T&AS paid less to the creditors by far, after years of "fee churning" than was available to pay the creditors to start with. The general unsecured creditors on the average received about 7½ cents on the dollar of their claims while petitioner had repeatedly offered to pledge the very assets which the T&AS looted, but with no litigation as long as the legitimate creditors were paid. This would have paid the creditors including Thompson 100%.

Instead the T&AS billed the BK estates about \$33 for every one dollar they paid to real general unsecured creditors other than the Thompson claim.

The Thompson claim plus the Thompson lawyers received 84% of the total payout to all similarly situated creditors* & their lawyers combined. That astounding fact is correct. The Thompson claim & their lawyers received more than four times as much as all similarly situated creditors & their lawyers combined total received. Cordell engineered all of this beginning with this fraud. Also see exhibit L.* (real creditors, not phony ones the T&AS added)

Cordell's actions can also be proven to have cost the estate creditors at least \$750,000 & possibly as much as \$2,000,000+. There is also a Court commissioned financial study which proves the frauds & financial carnage. But, petitioner's public defender refused to introduce this evidence.

1989

In a "Second Amended Complaint To Avoid Fraudulent Transfer" filed on February 3, 1989, Mr. Davis alleged on behalf of the Thompson / Campbell interests:

"112. The debtor [Michael Goodwin], the ESI Group pension plans, and Diane Goodwin will not suffer substantial harm by the issuance of the injunction pending the court's determination of the validity of the debtor's claimed pension plan exemptions, in that this slight delay will not prevent the debtor or the pension funds from obtaining the distributed proceeds if the court rules in the debtor's favor."

Similarly, on November 17, 1989, the Sulmeyer firm filed a "Reply to Opposition to Fee Applications and Supplemental Declarations Regarding Fee Applications" advising the Court that it had assisted Mr. Mosier in objecting to Goodwin's pension plan exemption:

"n. Pension Plan Exemptions. Applicants assisted the trustee in connection with his objections to the exemptions requested by Michael Goodwin with respect to his Pension Plans."

1991

Two years later, during a June 3, 1991 hearing on an application for payment of interim fees in Goodwin's Chapter 11 bankruptcy proceedings, Mr. Rense, who participated in the June 27, 1988 telephone conference, told the bankruptcy court:

"When we brought our complaint to recapture the J.G.A. Group interests, which in turn owned the Whitehawk interests, we alleged that the claimed exemption of Michael Goodwin in all of his retirement accounts should be set aside." [Appellant's Excerpts, No. 6; Request For Judicial Notice, Exh. 20, p. 00240, R.T. 41:1-5.]

Mr. Rense's statement was false.

Mr. Rense also stated in that hearing:

"Your Honor, the interests in JGA ... (this is the main pension asset; it generated over \$2,000,000). . . were never transferred by Mike Goodwin to Diane Goodwin . . . it was originally purchased by a pension . . . that had been dissolved before the bankruptcy . . .

1992-1993

On May 24, 1993, Mr. Rense responded to the Court's questions about the Pension Plan in Mr. Mosier's presence:

"THE COURT: Was the interests of the pension plan resolved?

MR. RENSE: I believe so. That certainly was our intention, Your Honor, at the time. We attempted to get information from Mr. Goodwin and Diane Goodwin earlier in the case regarding the nature and potential existence of pension funds, and were told that all of the documentation that may have existed was part of the ESI estates, and were also told that those documents apparently had been lost ...

THE COURT: What is the status of -- what potential claim would the pension plan have with respect to assets...

MR. RENSE: -- I'm not sure there is a pension plan, Your Honor. I think the Court is --

THE COURT: . . . is there is a pension plan --

MR. RENSE: ... I don't think that there was any enforceable pension plan, Your Honor. That's exactly right..

Thus, during the May 24, 1993 hearing, the bankruptcy court was led to believe that it had resolved the "Pension Plan issue" and that there was no enforceable pension plan. Curiously, when Mr. Rense was interviewed by the Federal Bureau of Investigation four months earlier, on December 14, 1992 concerning Goodwin, he specifically told the Agents that:

".... the pension plans were detailed and carefully constructed. If viewed objectively there was no attempt to defraud anyone....the pension plans were carefully structured; and that pension plan funds ... are exempted under California state law...."

1994

On April 5, 1994, Mr. Durkin filed a declaration stating "The only money I have recovered from Mr. Mosier and the Goodwin estate was in my capacity as trustee of the ESI estate. I received a creditor's dividend of approximately \$50,000 and ... approximately \$20,000.... .

In fact, on August 17, 1989, Mr. Durkin received a check in the amount of \$200,000 from the Whitehawk Trust Account (JGA). The check was payable to Mr. Durkin as ESI's trustee. The \$200,000 was income from JGA owed to the ESI Pension Fund pursuant to the Gates note Mr. Durkin improperly released.

Mr. Durkin then filed a "Trustee Report and Operating Report" for the period August 1, 1989 to August 31, 1989, showing the receipt of the \$200,000 from "F & M Goodwin". Frank and Merna Goodwin are Goodwin's parents. The Goodwin's never paid any money to the ESI estate after 1986 and, in fact, received \$17,500 from Mr. Durkin in partial repayment of a separate \$35,000 loan that they had made to ESI in 1986.

EXHIBIT H

Referenced at page 30:24 in the narrative.

This is page 30 from the attorney prepared inventory of suppressed documents in the D.A. evidence locker on this case. The inventory is 186 pages long, precisely describing over 2100 documents totaling over 10,000 pages about this case.

Petitioner has meticulously cross referenced these documents vs. witness testimony & prosecution offers of proof, pleadings & argument. Petitioner represents under penalty of perjury, pursuant to the enclosed verification, that he has identified more than 250 documents totaling substantially over 1000 pages in this inventory list which include materially exculpatory evidence which qualify as BRADY violations because:

1. They are material.
2. They are not repetitive with evidence on these subjects which the defense already has.
3. Evidence proves that the D.A. has them, and,
4. Petitioner can obtain them nowhere else except via the prosecution.

Also, although not a requirement to produce BRADY violations, the defense made 13 discovery/BRADY requests. Courts also ordered discovery. The D.A. ignored.

This particular page includes three sets of materially exculpatory documents, items #383, 384 & 386.

Items 383 & 384 include the original JGA/Whitehawk structure documents & prove that the pension purchased JGA/Whitehawk (JGA), not "the Goodwins with commingled funds" as D.A. experts Cordell & Kingdon committed perjury on. Cordell's perjury on this is #18 at page 29. Kingdon's is briefed separately.

Item #386 will prove that the \$365,000 distribution which Diane Goodwin received in May, 1988 was a "passive distribution"¹ from the JGA general partner to all limited partners in their pro-rata share, not a sale as D.A expert Kingdon testified & DDA Jackson argued in exhibit J here.

There are about 550 pages in these three items & they will destroy the prosecution motive case, which was the case-in-chief.

- 1) Also see exhibit F for another confirmation of a "passive distribution", which alone is prima facie evidence of the D.A. "JGA was sold" for the \$365,000 check fraud. For more see exh. I following this exhibit.

ENCLOSING

383. Letter dated 1/16/86 from Wyman Bautzer to a various list of addressees ~~exposing~~ executed copies of the General Partnership of the JGA Group and the Limited Partnership of Whitehawk at North Ranch.

384. Letter dated 5/13/86 from Wyman Bautzer to Elton Burkhalter at Gardner and Martin. Gardner and Martin is a law firm and at the top of this document is penciled in Gates. They are enclosed Restated Agreement of General Partnership of JGA Group; the assignment, the option, the promissory note, the security agreement, the indemnification.

385. FILE ENTITLED NCNB V. GOODWIN DOCS PRODUCED BY NCNB PURSUANT TO DEPO SUBPOENA. [NOTE: THE ENTIRE OF MID CITIES' NATIONAL BANK PRODUCTION PURSUANT TO DEPOSITION SUBPOENA APPEARS TO] That is just a affidavit of custodian of Barclay's Bank of California dated 8/18/88 signed by Cheryl Cline 8/18/88. [Note: This looks like NCNB had a copy of the Barclay's Bank subpoena in its records.]

386.^A Series of documents begins with a letter dated 5/12/88 from Whitehawk Partnership to Westrup, Kincaid, and Click. This sort of documents show the \$500,000 disbursement to JGA Group and traces through the \$365,000 discussed above with the same sets of checks showing disbursements to partners and Diane, etc. Ending with a Gates letter dated 6/27/86 showing the amount that Diane should expect to receive from JGA.

387. Letter dated 7/10/86 from Stadium Motor Sports Corporation, signed by Leon Jones to Mr. Al Ormiston, Mid Cities National Bank. It says, "Mike Goodwin asked me to write to you about an opportunity he will be investing \$700,000 in, since he is out of the country, Mike requested that you know he would like to share this exiting business opportunity with you. The attached executive summary will provide you with an excellent overview of this young company and its unique product Second Seat. This document has a staple mark in it and there is a word at the bottom that says, enclosures. However, it is hard to tell what was attached. I think that the attachment could be these financial statements of Diane Goodwin dated 6/30/86, Michael Goodwin dated 6/30/86 - I really can't tell.

388. Financial Statement of Diane Goodwin as of 6/30/86.

389. Financial Statement of Goodwin as of 6/30/86.

390. Letter dated 10/14/86 to Al Ormiston, which says, "because of the litigation typing \$456,000 in a court interpleader

A) ITEM #528 ON PAGE E IN EXHIBIT 11, 30
ALSO DA SUPPRESSED EVIDENCE, ALSO
WILL PROVE THAT JGA WAS NOT SOLD.

SEE THE NEXT PAGE TO VERIFY WHY
THESE SUPPRESSED RECORDS ARE SO
CRITICALLY MATERIAL.

NOT INCLUDED

THE EVIDENCE THE DA HAS & SUPPRESSED ON THE PRIOR PAGE WILL DESTROY THE DA CASE

I reference page 30 of one of our inventories that total 186 pages, of over 2100 documents, over 10,000 pages, of documents the DA has in their evidence locker on this case but suppressed. I've scrutinized it & identified over 250 material exculpatory documents (dox) that we do not have & can obtain nowhere else. They are not repetitive to what we already have. I've cross referenced those to over four dozen material false statements by the DDAS in their opening statement, and/or their closing statements, plus over 70 material perjuries by 14 DA witnesses.

Those on the prior page will destroy the DA case-in-chief foundation for the motive which was "Goodwin refused to pay Thompson...pulling all kinds of nefarious tricks to hide assets, particularly JGA/Whitehawk, from Thompson...killing Thompson rather than paying him", paraphrased from a dozen or more cites including but not limited to Vol 6-2718, 2721, 2722, RT- 8765:16-20. This was the prosecution case.

I understand that motive may not be required for all murder cases, but here it was the case, & without the motive there would have been no case. This was fraudulently "shored up" by alleged threats & me ostensibly being seen near the scene (on a route 2½ miles away that the killers were speculated to have taken, with no supporting evidence) several days before the murders. The DDAS argued that I was "scouting the crime scene". Both of these additional supporting arguments can also be proven as frauds/false. But, since just the BRADY VIOLATIONS on the prior page are enough to reverse, & destroy the motive, we'll save proof against these other houses of cards for a re-trial if the DA is so unwise to try that.

Items # 383 & 384 on the prior page are about 550 pages (five hundred & fifty pages) of the initial JGA/Whitehawk structure documents & attorney opinions that the structure was correct & not subject to claims by my creditors now or in the future. These also proved that the pensions bought JGA, not Diane, with commingled funds, as Kingdon committed perjury on at pages B2-B3 here. Item # 386 proves that the May 1988 \$365,000 was not a sale, vs. Kingdon's perjury in exh. 11.

END

EXHIBIT I

Referenced at pages 30:26, 34:7.

This "exhibit," proving that the major financial motive allegation of the trial was a fraud, is so well explained, & has a full set of evidence with it, we explain very little about it here.

Very simply the DDAS argued that a \$2,000,000 asset which ostensibly belonged to the Bankruptcy estate was sold by petitioner, who then took the money, just \$365,000, & fled as part of the murder scheme. See exhibit J.¹

This exhibit/evidence proves that was a knowing fraud by the DDAS, supported only by perjury by their expert Karen Kingdon.

The asset not only was not sold but funded \$2,000,000 into the BK² estates, more than enough to have paid all legitimate creditors, including Thompson, 100%. However, the trustees, accountants & attorneys (T&AS) for the BK, lead by Cordell looted it & paid the real general unsecured creditors just about 7½ cents on the dollar average, although the Thompson claim made out substantially better.

Suppressed evidence proves that Cordell directly caused the Thompson judgment not to be paid. However Cordell provided testimony, perjurious, as did her partner Phillip Bartinetti, that blamed the lack of payment on the petitioner. This was central to the conviction, a huge FRAUD ON THE COURT.

- 1) The fled portion of the argument is not included. It is throughout the argument, including at RT-8784 in a giant fraud on the court by DDA Jackson.
- 2) Cordell testified that JGA was almost all of the funding in the BK, Vol 9-3702-3705. She was not entirely correct but semi-close.