

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address):

FOR COURT USE ONLY

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MAY 12 2006

DEPT. 64

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ATTORNEY FOR (Name): Plaintiffs Leonard Norman Cohen et al.

FILED
LOS ANGELES SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS:

CITY AND ZIP CODE: Los Angeles, California 90012

BRANCH NAME: Stanley Mosk Courthouse

MAY 15 2006

JOHN A. CLARKE, CLERK

BY E. FAJARDO, DEPUTY

PLAINTIFF: Leonard Norman Cohen, et al.

DEFENDANT: Kelley A. Lynch, et al.

CASE NUMBER:

BC 338322

JUDGMENT

- By Clerk
- By Court
- By Default
- On Stipulation
- After Court Trial
- Defendant Did Not Appear at Trial

JUDGMENT

1. **BY DEFAULT**
 - a. Defendant was properly served with a copy of the summons and complaint.
 - b. Defendant failed to answer the complaint or appear and defend the action within the time allowed by law.
 - c. Defendant's default was entered by the clerk upon plaintiff's application.
 - d. **Clerk's Judgment** (Code Civ. Proc., § 585(a)). Defendant was sued only on a contract or judgment of a court of this state for the recovery of money.
 - e. **Court Judgment** (Code Civ. Proc., § 585(b)). The court considered
 - (1) plaintiff's testimony and other evidence.
 - (2) plaintiff's written declaration (Code Civ. Proc., § 585(d)).
2. **ON STIPULATION**
 - a. Plaintiff and defendant agreed (stipulated) that a judgment be entered in this case. The court approved the stipulated judgment and
 - b. the signed written stipulation was filed in the case.
 - c. the stipulation was stated in open court the stipulation was stated on the record.
3. **AFTER COURT TRIAL.** The jury was waived. The court considered the evidence.
 - a. The case was tried on (date and time):
before (name of judicial officer):
 - b. Appearances by:

<input type="checkbox"/> Plaintiff (name each):	<input type="checkbox"/> Plaintiff's attorney (name each):
(1)	(1)
(2)	(2)
<input type="checkbox"/> Continued on Attachment 3b.	
<input type="checkbox"/> Defendant (name each):	<input type="checkbox"/> Defendant's attorney (name each):
(1)	(1)
(2)	(2)
<input type="checkbox"/> Continued on Attachment 3b.	
 - c. Defendant did not appear at trial. Defendant was properly served with notice of trial.
 - d. A statement of decision (Code Civ. Proc., § 632) was not was requested.

PLAINTIFF: Leonard Norman Cohen, et al. CASE NUMBER: BC 338322
 DEFENDANT: Kelley A. Lynch, et al.

JUDGMENT IS ENTERED AS FOLLOWS BY: THE COURT THE CLERK

4. **Stipulated Judgment.** Judgment is entered according to the stipulation of the parties.

5. **Parties.** Judgment is

a. for plaintiff (name each): Leonard Norman Cohen
 Leonard Cohen Investments, LLC

c. for cross-complainant (name each):

and against defendant (names):
 Kelley A. Lynch

and against cross-defendant (name each):

Continued on Attachment 5a.

Continued on Attachment 5c.

b. for defendant (name each):

d. for cross-defendant (name each):

6. **Amount.**

a. Defendant named in item 5a above must pay plaintiff on the complaint:

c. Cross-defendant named in item 5c above must pay cross-complainant on the cross-complaint:

(1)	<input checked="" type="checkbox"/> Damages	\$ 5,000,000.00
(2)	<input checked="" type="checkbox"/> Prejudgment interest at the annual rate of 10 %	\$ 2,341,345.00
(3)	<input type="checkbox"/> Attorney fees	\$ N/A
(4)	<input type="checkbox"/> Costs	\$ N/A
(5)	<input checked="" type="checkbox"/> Other (specify): See Attachment, Item 6	\$
(6)	TOTAL	\$ 7,341,345.00

(1)	<input type="checkbox"/> Damages	\$
(2)	<input type="checkbox"/> Prejudgment interest at the annual rate of %	\$
(3)	<input type="checkbox"/> Attorney fees	\$
(4)	<input type="checkbox"/> Costs	\$
(5)	<input type="checkbox"/> Other (specify):	\$
(6)	TOTAL	\$

b. Plaintiff to receive nothing from defendant named in item 5b.
 Defendant named in item 5b to recover costs \$
 and attorney fees \$

d. Cross-complainant to receive nothing from cross-defendant named in item 5d.
 Cross-defendant named in item 5d to recover costs \$
 and attorney fees \$

7. Other (specify):

Date: MAY 15 2006


 JUDICIAL OFFICER
KENNETH R. FREEMAN

Date:

Clerk, by _____, Deputy

(SEAL)

CLERK'S CERTIFICATE (Optional)

I certify that this is a true copy of the original judgment on file in the court.

Date:

Clerk, by _____, Deputy

ATTACHMENT TO [PROPOSED] JUDGMENT, ITEM 6

Default judgment is also entered against Defendant Kelley A. Lynch ("Lynch") on Plaintiffs' claims for imposition of constructive trust and declaratory and injunctive relief. It is therefore **ORDERED, ADJUDGED AND DECREED** that a constructive trust is imposed on the money and property that Lynch wrongfully took and/or transferred while acting in her capacity as trustee for the benefit of Plaintiff Leonard Norman Cohen ("Cohen").

It is **DECLARED** that (1) Lynch is not the rightful owner of any assets in Traditional Holdings, LLC, Blue Mist Touring Company, Inc., or any other entity related to Cohen; (2) that any interest she has in any legal entities set up for the benefit of Cohen she holds as trustee for Cohen's equitable title; (3) that she must return that which she improperly took, including but not limited to "loans;" and (4) that Cohen has no obligations or responsibilities to her.

It is **FURTHER ORDERED, ADJUDGED AND DECREED** that Lynch is enjoined from conveying any rights or assets to any third party so as to frustrate Cohen's equitable interest, and from exercising her alleged rights in these legal entities, including any alleged rights to transfer, move, convey, loan, borrow or in any way exercise control over any funds or property received from Cohen.

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1 **DECLARATION OF SERVICE**

2 I, Irma R. Guerra, declare as follows:

3 I am employed in Los Angeles, California; I am over the age of eighteen years and am
4 not a party to this action; my business address is 2029 Century Park East, 40th Floor,
5 Los Angeles, California 90067. On May 12, 2006, I served the within:

6 **JUDGMENT**

7
8 by placing a copy thereof in an envelope addressed to each of the persons named below at the
9 address shown:

10 **Kelley A. Lynch**
11 **2648 Mandeville Canyon Road**
12 **Los Angeles, CA 90049**

13
14 **BY MAIL:** I placed a true copy in a sealed envelope addressed as indicated
15 above, on the above-mentioned date. I am familiar with the firm's practice of
16 collection and processing correspondence for mailing. It is deposited with the
17 U.S. Postal Service on that same day in the ordinary course of business. I am
18 aware that on motion of party served, service is presumed invalid if postal
cancellation date or postage meter date is more than one day after date of deposit
for mailing in affidavit.

19 **BY PERSONAL SERVICE:** I placed a true copy in a sealed envelope
20 addressed to each person[s] named at the address[es] shown and giving same
21 to a messenger for personal delivery before 5:00 p.m. on the above-mentioned
date.

22 **BY FACSIMILE:** From facsimile machine telephone number (310) 551-
23 8741, on the above-mentioned date, I served a full and complete copy of the
24 above-referenced document[s] by facsimile transmission to the person[s] at
the number[s] indicated.

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BY OVERNIGHT MAIL: I placed a true copy in a sealed envelope addressed as indicated above, on the above-mentioned date. I am familiar with the firm's practice of collection and processing correspondence for delivery by overnight mail. Pursuant to that practice, envelopes placed for collection at designated locations during designated hours are delivered to the overnight mail service with a fully completed airbill, under which all delivery charges are paid by Gibson, Dunn & Crutcher LLP, that same day in the ordinary course of business.

(STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(FEDERAL) I declare under penalty of perjury that the foregoing is true and correct.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the foregoing document was printed on recycled paper. This Declaration of Service was executed by me on May 12, 2006, at Los Angeles, California.



Irma R. Guerra