

1 JOHN CLARK
2 P.O. Box 1207
3 Topanga Canyon, CA 90290
4 Telephone: (310)455-1334
5 Facsimile: (310)455-1032

6 IN PROPRIA PERSONA

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF LOS ANGELES

9 Case Number BD 296 320

10
11 **IN RE MATTER OF:**) **RESPONSIVE DECLARATION IN**
12) **OPPOSITION TO PETITIONER'S**
13) **MOTION TO EVICT RESPONDENT FROM**
14) **HOME; NOTICE AND APPLICATION**
15) **FOR COURT TO ENFORCE SETTLEMENT**
16) **OFFER MADE BY PETITIONER ON**
17) **JULY 5, 2001;POINTS AND**
18) **AUTHORITIES;**
19)
20) Dept: Long Beach, South "N",
21) Rm 517
22) Judge: Arnold H. Gold
23) Date: August 24, 2001
24) Time: 8:30 a.m.
25)
26)
27)
28)

19
20 **DECLARATION**

21 I, John Clark, declare as follows:

22 1. I am in pro per, and appearing as the Respondent
23 in this case. This Declaration is based upon facts within my
24 own personal knowledge and from the contents of documents
25 referred to herein.

26 2. My wife Lynn Redgrave ("Lynn") sued me for divorce
27 in March of 1999, and a bifurcated divorce was granted to her on
28 December 22, 2000 after 32 years of marriage.

1 3(a). A judgment was entered after a trial by Judge
2 Arnold Gold which, inter alia, provided for the sale of the
3 marital home at 21342 and 21342½ Colina Drive, Topanga Canyon,
4 California, in order for me to realize enough money to pay off
5 money judgments found by Judge Gold against me.

6 (b). Petitioner seeks to have me evicted on motion
7 for not cooperating in her efforts to sell the property.

8 4. I have resided in the marital home continuously
9 for the past 21 years, my livelihood has always been derived
10 from these premises, as a photographer and as my wife's manager
11 and caretaker of her career, and also as the curator of the
12 family's famous history.

13 5. On July 5, 2001, Lynn presented me with an
14 unsolicited and generous offer. Her offer came to me in an e-
15 mail from her attorney Emily Edelman, and is attached hereto as
16 Exhibit "A".

17 The precise wording is "Dear John: Lynn wanted you to
18 know that if you can pay her what she is entitled to receive
19 under the Judgment, she will transfer the Colina and
20 Entrada properties to you."

21 She goes on to say "We should explore this because
22 both of you are and will be incurring substantial attorney fees
23 that could be better spent on resolving this case. Even though
24 you continue to represent yourself in the dissolution matter,
25 would you prefer that I contact your appellate attorneys for any
26 settlement talks, assuming you are so interested. If so, which
27 attorney would that be? Please advise."

28 6. I immediately attempted to make contact with Ms.

1 Edelman through my Appeals attorney Claudia Ribet at Ms.
2 Edelman's suggestion. My objective was to accept the offer, but
3 also to find out what she believed the money amounts would be.
4 In the event, I am told that no contact was established.

5 7. Lynn made a similar offer in October 2000, except
6 there was no judgment at that time, and I elected to go to
7 trial. I also made a settlement offer to her prior to trial,
8 but she rejected it. The terms of these prior settlement offers
9 are known to the court, and are entered into the record.

10 8. I do not believe that Ms. Edelman's communications
11 with me since the transmission of the offer have been in good
12 faith, I believe she has her own personal reasons to not see
13 this offer bear fruit. I enclose herewith as Exhibit "B" Ms.
14 Edelman's recent communications to me and me to her.

15 But more importantly, I do not believe that these
16 communications from Ms. Edelman serve to change or cancel or
17 nullify Lynn's offer.

18 9. Because I have accepted in principle this offer, I
19 have inquired into the subject of how I can raise the money to
20 pay the money judgment. The properties are mortgage free, and I
21 have established that I have been pre-approved for refinancing
22 loans from Washington Mutual Bank for an amount of \$862,500 (I
23 attach hereto as Exhibit "C" a letter from their loan
24 consultant) and also from Patterson Financial Group for \$700,000
25 (their letter attached hereto as Exhibit "D".)

26 10. Because of Emily Edelman's desire to see me
27 evicted from this property, and all of my belongings dispersed,
28 for the purpose of an immediate sale, I believe it is important

1 that this court hear directly from Lynn before issuing further
2 orders. The court gave assurances during the course of the
3 trial that it would recall her if the need arose, and I believe
4 there is now a strong need for her to appear. Lynn was due to
5 return to Los Angeles about August 18. (She left this
6 jurisdiction without notice to me or to the court in the midst
7 of her testimony during the trial in this matter, in April 2001,
8 due to a prior commitment to appear in a play in London.)

9 11. In order to confirm the date of her return to
10 this jurisdiction so that I could subpoena her if necessary to
11 ensure her appearance in court on August 24, I telephoned the
12 Piccadilly Theatre box office in London on August 12, and was
13 informed she had left the show a week early, on August 5th. I
14 then called her agent in London to confirm her plans to return
15 to Los Angeles, and was informed that she is remaining in London
16 for an unspecified period of time to shoot a feature film with
17 Ralph Fiennes called "Spider". He was unable to give me a date
18 when she would be free to return here.

19 12(a). I have changed my position in reliance upon
20 the offer of Lynn.

21 (b). I have pursued the issue of financing the
22 paying of the judgment rendered against me by Judge Gold.

23 (c). I have not specifically prevented the visit of
24 Coldwell Banker salespeople to view the property. In fact, the
25 premises were last visited to my knowledge on Saturday August 18
26 by agent Gary Harriman, and client David Glickman, his wife and
27 child. I have, however, refused the sales "caravans" of
28 multiple brokers to tour the premises on the basis that there

1 has been a major theft of all of my camera equipment from my
2 studio which I maintained in my office behind a locked cupboard.
3 This theft, the result of which was observed by saleslady Ellen
4 Goodman, means that I cannot resume my photography career.
5 These were the tools of my trade. These were the cameras I used
6 in work as a special photographer on movie location shoots, and
7 also work for TV Guide including shooting a cover. These were
8 the cameras I hoped to be using again to go back to my old
9 trade.

10 (d). Lynn's offer to me effectively modified the
11 decree and caused me to act upon it in reliance thereto.

12 (e). The immediate need for the realtors to do
13 their work is inconsistent with the buy-out option that Lynn
14 provided me with.

15 (f). In essence, Lynn has provided me with 2
16 positions, and I have been pursuing the one and not the other.
17 I believe I have been acting in good faith to comply.

18 (g). There are items still outstanding in the
19 judgment which have not yet been complied with by petitioner.
20 For example, the QDRAs in respect of the division of the Pension
21 Funds with the Screen Actors Guild and AFTRA and Equity have
22 still not been acted upon.

23 13. I believe that several areas of law are available
24 to me. §664.6 provides a streamlined method for reducing a
25 stipulated settlement to judgment, but even if the summary
26 procedures of section 664.6 are not available to me, a
27 settlement agreement may be enforceable by summary judgment, a
28 suit for breach of contract (perhaps prosecuted by means of a

1 supplemental pleading), or a suit in equity.

2 I have consulted cases which I believe are apt in my
3 case. I believe that the case Gorman v. Holt [164 Cal. App.3d
4 984] discusses these points, and gave me guidance. Paragraph 5
5 tells me "Compromise settlements are governed by the legal
6 principles applicable to contracts generally." (T. M. Cobb Co.
7 v. Superior Court (1984) 36 Cal.3d 273, 280 [204 Cal.Rptr. 143,
8 682 P.2d 338]; 12 Cal.Jur.3d, Compromise, Settlement and
9 Release, section 55 p. 353.) A settlement contract also has the
10 attributes of a judgment in that it is decisive of the rights of
11 the parties and serves to bar reopening of the issues settled.

12 I believe that this court has the authority to order
13 this inquiry, and not rule that a separate action be brought. I
14 offer the case of Gregory v. Hamilton [77 Cal.App.3d 213]. The
15 court said, inter alia, "We commend this simplified method of
16 fact resolution. To require that an independent equitable action
17 be brought, or that settlement be pleaded as a separate defense,
18 would require more pleadings, more paper work, more attorney's
19 fees, and more delay."

20 CONCLUSION

21 I believe that this offer of Lynn should either be
22 enforced by the court in her absence, or that she be recalled to
23 personally explain to the court the circumstances of her offer
24 which Emily Edelman is now claiming Lynn did not make.

25 I believe that in the interests of justice and fair
26 play, and to mitigate the cost of further litigation Lynn should
27 be ordered to complete the bargain which she initiated in her
28 unsolicited offer last month, July 5, 2001.

1 I believe that the court should preside over the
2 procedures used to enforce the balance of the judgment,
3 including the uncompleted QDRAs.

4 I believe also that it is the policy of the State of
5 California to see lawsuits settled in a manner that can avoid
6 further litigation.

7 I declare under penalty of perjury pursuant to the
8 laws of the State of California, that the foregoing is true and
9 correct.

10 Executed this 20th day of August, 2001 at Topanga,
11 California.

12
13 _____
14 JOHN CLARK, Respondent

15 In Pro Per
16
17
18
19
20
21
22
23
24
25
26
27
28