



Sp1

Tip Top Tow Service

June 26, 2013

Detective Benjamin Jones
Los Angeles Police Department
Investigation Division
100 West 1st Street, Room 147
Los Angeles, CA 90012

RECEIVED
POLICE COMMISSION
2013 JUN 27 AM 10:53

Dear Detective Jones:

The enclosed documents should resolve the conflict regarding the Body Shop issues.
If you have any questions please don't hesitate to call me.

Sincerely,

Moshe Ben-Dayan
President/CEO
Classic Tow, Inc. dba
Tip Top Tow Service

Date: 7-26-13
Submitted in PS Committee
Council File No: 13-0778
Item No.: Sp1
Deputy:

telephone
(310) 452 7978

Saul C. Janson
Attorney At Law
213 Rose Avenue, Suite B
Venice, California 90291
sacoja@aol.com

facsimile
(310) 452 7978
(call first)

WAIVER OF COMMUNITY PROPERTY

Recitals

- A. I, Moshe Ben Dayan ("Husband"), am the spouse of Stephanie McColgan ("Wife").
- B. Husband and Wife were married on or about January 4, 1998 in Las Vegas, Nevada.
- C. Husband and Wife have resided in California since they were married.
- D. Husband and Wife have each made a full and complete disclosure of their assets and all other facts relevant to this Waiver.
- E. I understand that, based on California law, I have a community property interest in the Santa Monica Body Craft Center, LLC, ("SMBCC") a California limited liability company with its primary business address at 1665 11th Street, Santa Monica CA 90401. SMBCC operates an automobile body repair facility at the foregoing address. City of Santa Monica Business License #153783; State of California, Bureau of Automotive Repair Registration # ARD00271808.

NOW, THEREFORE, I make the following Waiver of Community Property, pursuant to California Family Code §850(a), §851 and §852:

- 1. I forfeit, disclaim, and reject any community property right to SMBCC and the business(es) in which it engages.
- 2. I forfeit, disclaim, and reject any right to the profits and liabilities that derive from SMBCC and all the business(es) in which it engages.
- 3. I will have no control over the matters and events that occur at the SMBCC or related to the business(es) in which it engages.
- 4. SMBCC and the business(es) in which it engages will be the sole and separate property of Stephanie McColgan and not part of her and my marital community property estate.

5. I enter into this Waiver of Community Property voluntarily and I am providing this Waiver of Community Property without any duress or coercion applied by anyone, including my spouse, Stephanie McColgan.
6. I declare and agree that I and my Wife have each made a full and complete disclosure of our assets and all other facts relevant to this Waiver.
7. I agree that this agreement shall not apply to the characterization of any property acquired by me or my wife after the date of this Waiver, except with respect to rents, issues, proceeds, profits and increases of currently held property by SMBCC.
8. If any portion of this Waiver is found to be invalid, the remainder shall remain in full force and effect and shall not be impaired by such invalid portion.
9. This Waiver shall bind my successors, heirs, administrators, executors and assigns.
10. I understand that I have the right to independent legal counsel and legal advice concerning my community property rights and that it is my responsibility to seek such advice to ensure that I have a full understanding of my community property rights and to determine whether waiving these rights is in my best interest. By signing this Waiver of Community Property, **I acknowledge that I have obtained independent legal advice before signing or have knowingly and voluntarily waived my right to do so.**
11. This Waiver may only be changed, revoked or modified by a written instrument executed by me that expressly refers to this Waiver.
12. This Waiver shall be construed according to the laws of the State of California.

IN WITNESS WHEREOF, the undersigned has executed this WAIVER OF COMMUNITY PROPERTY on the day and year set forth below.

DATE: JUNE 21, 2013

By: _____

Moshe Ben Dayan

ACKNOWLEDGEMENT

State of

California

County of

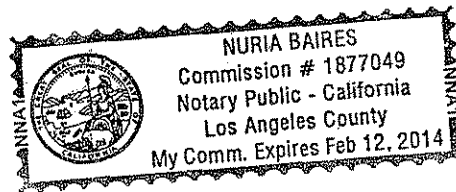
Los Angeles

On June 21, 2013 before me, Nuria Baires, Notary Public
personally appeared Moshe Ben Dayan personally
known to me-OR-proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Nuria Baires
SIGNATURE OF NOTARY

SEAL



WAIVER OF COMMUNITY PROPERTY

Recitals

- A. I, Stephanie McColgan ("Wife"), am the spouse of Moshe Ben Dayan ("Husband").
- B. Husband and Wife were married on or about January 4, 1998 in Las Vegas, Nevada.
- C. Husband and Wife have resided in California since they were married.
- D. Husband and Wife have each made a full and complete disclosure of their assets and all other facts relevant to this Waiver.
- E. I understand that, based on California law, I am entitled to a community property interest in the Newton Division Official Police Garage, Contract No. C-106370.

NOW, THEREFORE, I make the following Waiver of Community Property, pursuant to California Family Code §850(a), §851 and §852:

1. I forfeit, disclaim, and reject any community property right to the Newton Division Official Police Garage, Contract No. C-106370.
2. I forfeit, disclaim and reject any right to the profits and liabilities that derive from the Newton Division Official Police Garage and Contract No. C-106370.
3. I will have no control over the matters and events that occur at the Newton Division Official Police Garage.
4. I understand and agree that the Newton Division Official Police Garage and Contract No. C-106370 will be the sole and separate property of Moshe Ben Dayan and not part of his and my marital community property estate.
5. I enter into this Waiver of Community Property voluntarily and I am providing this Waiver of Community Property without any duress or coercion applied by anyone, including my spouse, Moshe Ben Dayan.
6. I declare and agree that I and my Husband have each made a full and complete disclosure of our assets and all other facts relevant to this Waiver.

7. I agree that this agreement shall not apply to the characterization of any property acquired by me or my husband after the date of this Waiver, except with respect to rents, issues, proceeds, profits and increases of currently held property in connection with or emanating from Newton Division Official Police Garage, Contract No. C-106370.
8. If any portion of this Waiver is found to be invalid, the remainder shall remain in full force and effect and shall not be impaired by such invalid portion.
9. This Waiver shall bind my successors, heirs, administrators, executors and assigns.
10. I understand that I have the right to independent legal counsel and legal advice concerning my community property rights and that it is my responsibility to seek such advice to ensure that I have a full understanding of my community property rights and to determine whether waiving these rights is in my best interest. By signing this Waiver of Community Property, I **acknowledge that I have obtained independent legal advice before signing or have knowingly and voluntarily waived my right to do so.**
11. This Waiver may only be changed, revoked or modified by a written instrument executed by me that expressly refers to this Waiver.
12. This Waiver shall be construed according to the laws of the State of California.

IN WITNESS WHEREOF, the undersigned has executed this WAIVER OF COMMUNITY PROPERTY on the day and year set forth below.

DATE: JUNE 21, 2013

By: 
Stephanie McColgan

ACKNOWLEDGEMENT

State of California

County of Los Angeles

On June 26, 2013 before me Nuria Baires, Notary Public
personally appeared Stephanie McCotagan personally

known to me OR-proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Nuria Baires
SIGNATURE OF NOTARY

SEAL

