

DISTRICT COURT  
CLARK COUNTY, NEVADA

FILED

Nov 7 10 05 AM '86 32

In the Matter of the Estate of  
GEORGE ORSON WELLES,  
Deceased.

CASE NO. P20544

ORDER APPROVING COMPROMISE OF CLAIMS

Date of Hearing: 11/7/86

Time of Hearing: 9:30 a.m.

The petition of Greg Garrison, Executor of the Estate of George Orson Welles in Case No. P20544 and Beatrice Welles, Executrix of the Estate of Paola Welles in Case No. P21809 (hereinafter collectively referred to as the "Estates") regarding their agreement with Olga Palinkas a/k/a Oja Kodar (hereinafter referred to as "Kodar") for compromise of claims having come on regularly for hearing before the above-entitled Court on the 7th day of November, 1986; that due and legal notice of said hearing having been given as required by law; no objections having been filed and no person appearing to contest said petition, the Court, after examining the Petition and papers on file herein, and good cause appearing,

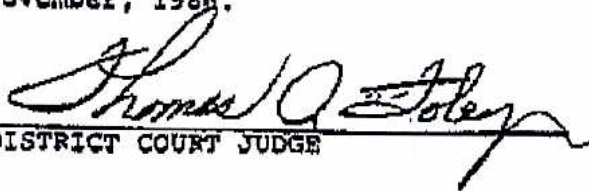
IT IS HEREBY ORDERED that the compromise of the claims of the Estates against Kodar and the compromise of the claims of Kodar against the Estates are hereby approved; and

IT IS FURTHER ORDERED that the Court approves all terms and provisions set forth in the Agreement attached hereto as Exhibit

"A" and incorporated by reference herein, and further authorizes

1 the Executors of the Estates to perform any and all conditions  
2 required of them pursuant to the terms of the Agreement.

3 DATED this 7<sup>th</sup> day of November, 1986.

4  
5   
6 DISTRICT COURT JUDGE

7 Submitted by,

8 JOLLEY, UREA, WIRTH & WOODBURY

9  
10 By   
11 R. Gardner Jolley, Esq.

12 300 S. Fourth Street, #800  
Las Vegas, Nevada 89101  
Attorneys for Oja Kodar



AGREEMENT

It is hereby agreed by and between OJA KODAR (aka OLGA PALINKAS), BEATRICE WELLES, THE ESTATE OF ORSON WELLES (aka GEORGE ORSON WELLES), THE ESTATE OF PAOLA WELLES and IDIOM, INC. as follows:

RECITALS:

1. On or about June 19, 1985, ORSON WELLES executed a document entitled "Confirmation of Rights," which granted to OJA KODAR, for valuable consideration, ownership rights to the properties set forth therein. A copy of said Confirmation of Rights is attached hereto, marked Exhibit "1" and made a part hereof by this reference thereto.
2. OJA KODAR is the owner of certain real property located at 1717 North Stanley Avenue, Los Angeles, California 90046.
3. ORSON WELLES dies on October 10, 1985, and his Estate is presently being probated in Las Vegas, Nevada, Case Number P 20544. GREG GARRISON is the duly appointed Executor of said Estate.
4. BEATRICE WELLES is the daughter of ORSON WELLES and PAOLA WELLES and is the sole beneficiary under the Will of PAOLA WELLES.
5. PAOLA WELLES died on August 12, 1986. A probate has been opened for the Estate of PAOLA WELLES. BEATRICE WELLES has been appointed as the Executrix of said Estate.
6. On or about October 4, 1985, ORSON WELLES executed a

Exhibit 1

document purportedly transferring to OJA KODAR one-half (1/2) of all monies in all Pension, Profit Sharing and/or Retirement Plans owned by him. A copy of said document is attached hereto as Exhibit "2" and made a part hereof by this reference thereto.

7. IDIOM, INC. is a corporation, the stock of which is presently owned by a Trust denominated The Orson Welles Trust dated November 23, 1983 of which OJA KODAR is the Trustee and the beneficiary.

8. The Idiom, Inc. Defined Benefit Pension Plan and Trust presently has approximately Four Hundred Thousand Dollars (\$400,000.00) in assets. OJA KODAR represents she is the duly appointed Administrator and Trustee of said Plan and Trust.

9. On or about September 20, 1985, ORSON WELLES executed a Promissory Note in favor of OJA KODAR in the principal amount of One Hundred Thirty Thousand and no/100 Dollars (\$130,000.00), bearing interest at the rate of ten percent (10%) per annum, as stated therein, for funds loaned by OJA KODAR to ORSON WELLES for use in funding the Pension Plan of IDIOM, INC. A copy of said Promissory Note is attached hereto as Exhibit "3" and made a part hereof by this reference thereto.

10. OJA KODAR has asserted certain claims against the Estate of ORSON WELLES and PAOLA WELLES with respect to sums claimed to be due her.

11. THE ESTATE OF ORSON WELLES and THE ESTATE OF PAOLA WELLES have asserted certain claims against OJA KODAR with respect to items transferred to OJA KODAR pursuant to Exhibit "1," claims respecting alleged community property interests of PAOLA WELLES in the Stanley Avenue property, and the right of OJA



KODAR to receive one-half (1/2) of all Profit Sharing, Pension and Retirement Benefits of ORSON WELLES. BEATRICE WELLES, an individual, acknowledges she has made no claim and has no claim against OJA KODAR.

12. OJA KODAR represents and warrants she has received no funds from any Keogh Plan with Equitable relating to ORSON WELLES.

13. Each of the parties has made a complete and independent investigation of the rights claimed by the other and now the parties desire to make a full and complete settlement of their disputes.

NOW, THEREFORE, in consideration of the Recitals above, and for other good and valuable consideration as set forth hereinbelow, the parties hereto agree as follows:

1. THE ESTATE OF ORSON WELLES and THE ESTATE OF PAOLA WELLES shall withdraw and relinquish all claims against OJA KODAR with respect to ownership of the Stanley Avenue property, it hereby being acknowledged that OJA KODAR is the sole and exclusive owner of said property.

2. BEATRICE WELLES, THE ESTATE OF ORSON WELLES and THE ESTATE OF PAOLA WELLES hereby acknowledge that the transfers of property set forth in Exhibit "1" to OJA KODAR were for good and valuable consideration and waive all claims with respect to said properties.

3. OJA KODAR shall forthwith resign as Trustee of the Trust entitled The Orson Welles Trust dated November 23, 1983, resign as an officer and director of IDIOM, INC. and as Trustee of the Defined Benefit Plan Trust of IDIOM, INC. and, further, shall assign all of her beneficial interest in the Orson Welles

Trust dated November 23, 1983 to the Estate of Orson Welles, and further shall relinquish all claims under Exhibit "2," which claims are hereby acknowledged by her to be void. Upon said transfer, resignation and assignment, IDIOM, INC. shall pay the following corporate obligations:

(a) LEWITT, HACKMAN, HOFFLIN,

SHAPIRO & HERZOG . . . . . \$ 8,000.00

(b) ELI BLUMENFELD . . . . . \$ 4,000.00

(c) OJA KODAR . . . . . \$ 4,000.00

4. There exists, and have existed, certain benefits in the SAG Pension Plan, AFTRA Pension Plan, Keogh Plan with Equitable and the IDIOM, INC. Defined Benefit Pension Plan and Trust. OJA KODAR hereby releases all claims to the benefits under any and all pension plans relating to ORSON WELLES, including without limitation each of the plans identified in the preceding sentence. OJA KODAR, as Trustee and Administrator of the IDIOM, INC. Defined Benefit Pension Plan and Trust, shall pay to THE ESTATE OF PAOLA WELLES all benefits under said Plan by transferring forthwith all sums to James P. Herzog, Esq. to be held in trust for THE ESTATE OF PAOLA WELLES and to be paid as provided in paragraph 6 hereinbelow.

5. OJA KODAR shall forthwith file a creditor's claim in THE ESTATE OF PAOLA WELLES in the amount of One Hundred Thirty Thousand Dollars (\$130,000.00) for the claim evidenced by Exhibit "3," it hereby being acknowledged by the parties hereto that the obligation is a Community Property debt.

6. Upon approval of the Agreement as provided in paragraph 10, James P. Herzog, Esq., as trustee, shall pay, on behalf of



THE ESTATE OF PAOLA WELLES, One Hundred Thirty Thousand Dollars (\$130,000.00) to OJA KODAR and the balance of said funds to BEATRICE WELLES, as Executrix of THE ESTATE OF PAOLA WELLES.

7. The parties hereto agree and acknowledge that each has made a full and complete investigation of all facts surrounding the claims being settled herein and, as a consequence thereof, except for the obligations created herein, OJA KODAR hereby releases and discharges THE ESTATE OF ORSON WELLES, THE ESTATE OF PAOLA WELLES and IDIOM, INC. and THE ESTATE OF ORSON WELLES, THE ESTATE OF PAOLA WELLES and IDIOM, INC. release and discharge OJA KODAR from any and all claims that one may have against the other, whether known or unknown, <sup>AND</sup> <sup>Past</sup> whether ~~the~~ part or present. *Big* This Release shall be effective against all assigns, successors in interest and heirs of the aforementioned parties.

8. The Executor of THE ESTATE OF PAOLA WELLES shall cause Superior Court Action Number C 586030, entitled PAOLA WELLES v. OLGA PALINKAS, also known as OJA KODAR, et al., to be forthwith dismissed, with prejudice.

9. The Executor of THE ESTATE OF ORSON WELLES shall forthwith notify all appropriate parties that the claim of THE ESTATE OF ORSON WELLES in United States District Court Action Number CV-86 0450 R is withdrawn and shall do all acts necessary to effectuate said withdrawal, it hereby being acknowledged that the stock of OPAL, INC. is solely owned by OJA KODAR and that BEATRICE WELLES, THE ESTATE OF ORSON WELLES and THE ESTATE OF PAOLA WELLES have no interest therein.


10. The Executor of THE ESTATE OF ORSON WELLES and the Executrix of THE ESTATE OF PAOLA WELLES shall forthwith submit

this Agreement to the respective Courts for approval by them, it hereby being agreed that said Executor and Executrix shall recommend approval of this Settlement Agreement as being in the best interests of the respective Estates and the beneficiaries thereof. The effectiveness of this Agreement is conditioned upon said approvals. Pending the approvals of this Agreement, THE ESTATE OF ORSON WELLES hereby waives the 90-day creditors' claim period with respect to any claims which may be filed by or on behalf of OJA KODAR and agrees to execute any additional documents and to seek and recommend any approval which may be required to effectuate such waiver.

11. This Agreement shall be interpreted under the laws of the State of California.

12. Each of the parties hereto shall do all acts, and execute all documents reasonably required to effectuate the terms of this Agreement.

13. This Agreement is executed as of September 19, 1986.


  
\_\_\_\_\_  
OJA KODAR (aka OLGA PALINKAS)

IDIOM, INC. DEFINED BENEFIT PLAN  
AND TRUST

BY   
\_\_\_\_\_  
OJA KODAR

THE ESTATE OF PAOLA WELLES

BY   
\_\_\_\_\_

  
\_\_\_\_\_  
BEATRICE WELLES

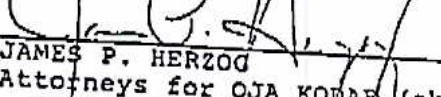


IDIOM, INC.

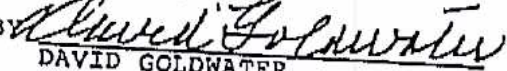
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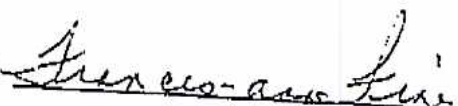
APPROVED AS TO FORM AND CONTENT:


LEWITT, HACKMAN, HOFFLIN,  
SHAPIRO & HERZOG

BY   
JAMES P. HERZOG  
Attorneys for OJA KODAR (aka  
OLGA PALINKAS)

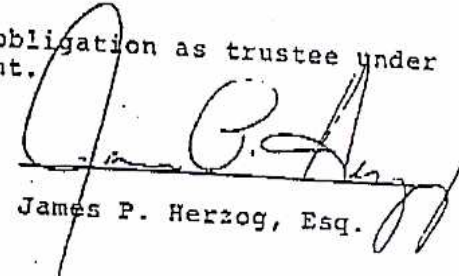
GOLDWATER & SCHNITZER, LTD.

BY   
DAVID GOLDWATER  
Attorneys for THE ESTATE OF ORSON  
WELLES and IDIOM, INC.

BY   
Attorneys for THE ESTATE OF PAOLA  
WELLES

BY   
Attorneys for BEATRICE WELLES

The undersigned accepts the obligation as trustee under  
paragraphs 4 and 6 of the Agreement.

  
James P. Herzog, Esq.

## CONFIRMATION OF OWNERSHIP RIGHTS

This Confirmation of Ownership Rights ("Confirmation") is executed by the undersigned, Orson Welles ("Welles"), on the 19th day of June, 1985, with respect to the following facts:

WHEREAS, Welles has previously been associated with Miss Oja Kodar in connection with various projects;

WHEREAS, Welles and Kodar had an oral agreement that all such projects would be the property of and wholly owned by Miss Kodar,

WHEREAS, since such agreement has never been reduced to writing and there is no prior documentation specifying the projects covered by the terms of such agreement;

NOW, THEREFORE, in consideration of the foregoing facts, and full and adequate consideration previously received, Welles hereby confirms the following:

1. Welles and Miss Kodar have at all times been associating together on various projects pursuant to an oral agreement that Miss Kodar would have any and all available rights of any kind whatsoever in such projects and that Welles would never obtain or receive any interest in and to such rights.

2. Projects covered by the terms of such agreement include, but are not necessarily limited to, the following:

(a) Story and screenplay entitled "The Other Side of the Wind", and including all positive film currently located in Los Angeles and the negative currently located in Paris.

(b) Novel and treatment for screenplay entitled "Houseparty".

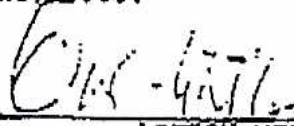
(c) Film and videotape for television program entitled "Magic Special".



- (d) Film entitled "One Man Band".
- (e) Film entitled "The Deep" (formerly titled "Dead Reckoning").
- (f) Screenplay and rights to the original story by Charles Williams entitled "Dead Calm".
- (g) Film entitled "Don Quixote".
- (h) Film and tape of a two-part television interview of Orson Welles made by the BBC.
- (i) Film and tape of an interview on Cinéma-que TV.
- (j) Original story and treatment (with some dialogue) for screenplay entitled "Crazy Weather".
- (k) Story and screenplay entitled "The Big Brass Ring".
- (l) Two stories (and the screenplay incorporating those stories) by Isaac Dinesen entitled "The Dreamers" and "Echoes".
- (m) Film and tape for television special entitled "One Man Band".
- (n) Film and videotape of project entitled "Orson Welles Solo".

3. It is the intent of Welles that this Confirmation may be used by Miss Kodar for purposes of documenting the lack of any ownership interest of any kind in the above projects by Welles, including the registration of any copyright or the registration of any story treatment or screenplay with any guild.

IN WITNESS WHEREOF, the undersigned has executed this Confirmation this 19th day of June, 1985.



ORSON WELLES

STATE OF CALIFORNIA       )  
COUNTY OF LOS ANGELES    ) ss:

On June 19, 1955, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ORSON WELLES, known to me (or proved to me upon sufficient evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



Teri Koskoff  
Notary Public



# ORSON WELLES

October 4, 1985  
Los Angeles, California

I, Orson Welles, do hereby declare that  
Olga Palinkas (aka Oja Kodar) is to be  
the beneficiary of one half of the total  
funds in all of my pension plans.

*Orson Welles*

witnessed by:

*Sandrina Bogutovic*  
Sandrina Bogutovic

*Gary Graver*  
Gary Graver

# ORSON WELLES

September 20, 1985  
Los Angeles, California

## PROMISSARY NOTE:

I, Orson Welles, promise to re-pay to  
Olga Palinkas (aka Oja Kodar) of 1717  
North Stanley Ave., Los Angeles, California  
the loan of One Hundred and Thirty Thousand  
and no/100's Dollars. (\$130,000.00)  
If not paid before January 30, 1986, the  
interest shall be paid at 10% per annum.

*Orson Welles*

witnessed by:

*Darinka Hizak*

Darinka Hizak

*Gary Graver*

Gary Graver