

SENT: NOTICE PO NONE WAIVER: Y/N
DISP PARTIES: 4/1
DISP CODE: FMD/CLS 7631
REDACT PGS: _____
JUDGE JNW CLERK AGC

DC BK10181 PG858

Filed in The District Court
of Travis County, Texas

LM JUN 28 2010

At 9:02A M.
Amalia Rodriguez-Mendoza, Clerk

NO. D-1-FM-10-002232

IN THE MATTER OF THE
MARRIAGE OF

B.A.S.

AND

J.J.G.

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§
§
§

IN THE DISTRICT COURT

261ST JUDICIAL DISTRICT

TRAVIS COUNTY, TEXAS

AGREED FINAL DECREE OF DIVORCE

On June 28, 2010 the Court heard this case.

Appearances

Petitioner, B.A.S., has made a general appearance herein, and has agreed to the terms of this judgment to the extent permitted by law, as evidenced by the signatures of Petitioner and Petitioner's attorney of record, Joseph Kibre, appearing below.

Respondent, J.J.G., appeared in person and by attorney of record, Kristen A. Algert, and announced that the parties had reached an agreement. Respondent has agreed to the terms of this judgment to the extent permitted by law, as evidenced by the signatures of Respondent and Respondent's attorney appearing below.

Record

The making of a record of testimony was waived by the parties with the consent of the Court.

Jurisdiction and Domicile

The Court finds that the pleadings of Petitioner and Respondent are in due form and contain all the allegations, information, and prerequisites required by law. The Court, after receiving evidence, finds that it has jurisdiction of this case and of all the parties and that at least sixty days have elapsed since the date the suit was filed. The Court finds that, at the time this suit was filed, Respondent had been a domiciliary of Texas for the preceding six-month period and a resident of the county in which this suit was filed for the preceding ninety-day period. All persons entitled to citation were properly cited.



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Jury

A jury was waived, and questions of fact and of law were submitted to the Court.

Agreement of Parties

The Court finds that the parties have entered into a written agreement as contained in this Decree by virtue of having approved this Decree as to both form and substance. To the extent permitted by law, the parties stipulate the agreement is enforceable as a contract. The Court approves the agreement of the parties as contained in this Agreed Final Decree of Divorce.

The Court finds that the parties have entered into a Partition Agreement Incident to Divorce, in a document separate from this Agreed Final Decree of Divorce. The Court has reviewed the Agreement and approves the Agreement and incorporates it by reference as part of this Decree as if it were recited herein verbatim and orders the parties to do all things necessary to effectuate the Agreement. A copy of the Agreement is not filed with the records of this Court.

Divorce

IT IS ORDERED AND DECREED that B.A.S., Petitioner, and J.J.G., Respondent, are divorced and that the marriage between them is dissolved.

Child of the Marriage

The Court finds that there is no child of the marriage of J.J.G. and B.A.S. now under eighteen years of age or otherwise entitled to support and none is expected.

Partition Agreement Incident to Divorce

The Court finds that the parties have entered into a Partition Agreement Incident to Divorce and the Court approves that Partition Agreement Incident to Divorce. IT IS ORDERED AND DECREED that all right, title and interest in and to the property described in the Partition Agreement Incident to Divorce is hereby divested out of the community estate (if any) and vested in each of the parties, respectively, as his or her

separate property and estate, in accordance with the terms of such Agreement.

IT IS ORDERED AND DECREED that the Partition Agreement Incident To Divorce shall not be filed as part of the record in this cause, unless it is necessary to file the Agreement in a suit to enforce its terms, and that the parties may withdraw the Partition Agreement Incident To Divorce, provided that the Agreement shall be enforceable as if set out herein verbatim.

No Alimony

IT IS ORDERED AND DECREED that no provision of this Decree or the Partition Agreement Incident to Divorce shall be construed as alimony under the Internal Revenue Code, except as this Decree or the Partition Agreement Incident to Divorce expressly provides for payment of maintenance or alimony under the Internal Revenue Code.

Health Insurance for Respondent

IT IS ORDERED AND DECREED THAT Petitioner shall cooperate in Respondent procuring any conversion insurance available to him through COBRA (the Consolidated Omnibus Budget Reconciliation Act) with the Screen Actors - Producer's Guild Health Plan. Nothing in this section shall be construed as obligating either party to pay any sum to or on behalf of the other party on account of medical insurance for that party.

Instruments to Effectuate Transfers

IT IS ORDERED AND DECREED that Petitioner and Respondent shall execute all instruments necessary to effectuate this Decree and the parties' Partition Agreement Incident to Divorce, including any deeds, bills of sale, assignments, consents to changes of beneficiary of insurance policies, tax returns, partnership agreements, and other documents, and that Petitioner and Respondent shall each have all appropriate and necessary writs, execution, and process, as many and as often as is necessary to accomplish the execution and final disposition of this judgment. The parties shall cooperate to insure that all transfers of community and separate property funds, modifications of signatories to accounts, custody of safe deposit boxes and their contents, etc. occur within thirty (30) days from the date this Decree is approved by the Court.

Property Not Disclosed

The parties represent and warrant to each other and to this Court that the property described herein and in the Partition Agreement Incident to Divorce represents all of the property in which they have any right, title, and interest, and that such property is subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction which is not known to the other party. It is, therefore, ORDERED AND DECREED that all community property, if any, not listed in this Decree or in the Partition Agreement Incident to Divorce, which property is later determined to be in the possession of or under the control of either Petitioner or Respondent, shall be divided by the Court in a division that is considered just and right, pursuant to the Texas Family Code. IT IS ORDERED that the party in possession or control of such property is designated as the constructive trustee of the property for the benefit of the other party.

IT IS ORDERED AND DECREED, as a part of the division of the estate of the parties, that any community liability, if any, not expressly awarded to a party under the terms of this Decree or the parties' Partition Agreement Incident to Divorce is to be paid by the party incurring the liability.

Judgment Effective to Pass Title

Notwithstanding any other provisions of this Decree and the Partition Agreement Incident to Divorce, this judgment and the Partition Agreement Incident to Divorce shall operate as a conveyance to the parties so named of the real property described therein and title to such real property passes as ordered herein, without the necessity of any further action by the party being divested of title.

This Decree and the Partition Agreement Incident to Divorce shall serve as a muniment of title to transfer ownership of all property awarded to either party in this Final Agreed Decree of Divorce and the Partition Agreement Incident to Divorce.

Waiver of Reimbursement and Claim for Economic Contribution

IT IS ORDERED AND DECREED that each party hereby surrenders any claims for reimbursement and claim for economic contribution his or her separate property estate may have against the community estate of the parties, or the separate property estate

of the other, or the community estate may have against either party's separate estate, and acknowledges that all claimed separate property has been set aside to him or her in this Decree or the parties' Partition Agreement Incident to Divorce. Accordingly, all claims for reimbursement and claims for economic contribution are hereby DENIED.

Notwithstanding this waiver, IT IS ORDERED that neither party is released from any obligation created by this Decree or the parties' Partition Agreement Incident to Divorce.

Temporary Orders Terminated

IT IS ORDERED AND DECREED that Petitioner and Respondent are discharged from all further liabilities and obligations imposed by any temporary orders of this Court or any temporary contracts or agreements previously executed by the parties.

Discharge from Discovery Retention Requirement

IT IS ORDERED AND DECREED that the parties and their respective attorneys are discharged from the requirement of keeping and storing the documents produced in this case in accordance with Rule 191.4(d) of the Texas Rules of Civil Procedure.

Parties' Acknowledgments

In arriving at the agreements set out in this Agreed Final Decree of Divorce and Partition Agreement Incident to Divorce, Petitioner and Respondent have applied their individual standards of reasonableness and acceptability. The conclusions they have reached are based in part on their respect and regard for each other. From time to time, in order to measure the appropriateness of their conclusions, the parties have considered what might happen if the matter were adjudicated in court but they have elected to make their final agreement without regard to whether a court might have adjudicated issues in the same manner as they have agreed here. J.J.G. and B.A.S. represented to one another throughout the divorce process that their negotiations were in good faith and that each had fully and completely disclosed all information necessary to resolve the parties' property and support rights fairly. By their signatures on this Agreed Final Decree of Divorce and Partition Agreement Incident to Divorce, they reaffirm those

representations, which each of them has relied upon in making their agreement.

The parties acknowledge that no independent investigation has been made by their lawyers of the character or of value of the parties' property, or the extent of debt or amount of income of the parties. The parties have instructed counsel that they desire to enter into this Agreed Final Decree of Divorce and Partition Agreement Incident to Divorce without any further independent investigation by counsel. The parties understand and acknowledge that they are relying on their mutual disclosures in making their agreement, and that they are not relying on their counsel for independent verifications of the accuracy or completeness of those disclosures. The parties specifically waive their right to exchange sworn Inventories and Appraisements and to exchange formal discovery whereby they would receive documented confirmation of each of the assets and debts listed in this Decree and the Partition Agreement Incident to Divorce.

The terms of this Agreed Final Decree of Divorce and the Partition Agreement Incident to Divorce have been explained fully to each party by his or her respective lawyer. Each party has read carefully this Decree and the Partition Agreement Incident to Divorce and is aware of their contents and legal effect. Each party acknowledges that he and she have made an investigation of assets and obligations of the parties and the value and amount thereof as each party has deemed sufficient and necessary for his and her own purposes in negotiating this Agreed Final Decree of Divorce and Partition Agreement Incident to Divorce.

Petitioner and Respondent acknowledge that before signing this Agreed Final Decree of Divorce they have read this Agreed Final Decree of Divorce fully and completely, have had the opportunity to ask any questions regarding the same, and fully understand that the contents of this Agreed Final Decree of Divorce, together with the Partition Agreement Incident to Divorce, constitute a full and complete resolution of this case. Petitioner and Respondent acknowledge that they have voluntarily affixed their signatures to this Agreed Final Decree of Divorce and to the Partition Agreement Incident to Divorce, believing their agreement to be a just and right division of the marital debt and assets, and state that they have not signed by virtue of any coercion, any duress, or any agreement other than those

specifically set forth in this Agreed Final Decree of Divorce and the Partition Agreement Incident to Divorce.

Court Costs

IT IS ORDERED AND DECREED that costs of court are to be borne by the party who incurred them.

Clarifying Orders

Without affecting the finality of this Agreed Final Decree of Divorce, this Court expressly reserves the right to make orders necessary to clarify and enforce this Decree.

Relief Not Granted

IT IS ORDERED AND DECREED that all relief requested in this case and not expressly granted is DENIED. This is a final judgment, for which let execution and all writs and processes necessary to enforce this judgment issue. This judgment finally disposes of all claims and all parties and is appealable.

Date of Divorce

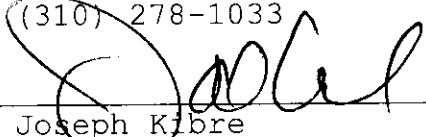
SIGNED on June 28, 2010.



JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

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By: 
Kristen A. Algert
State Bar No. 01012750

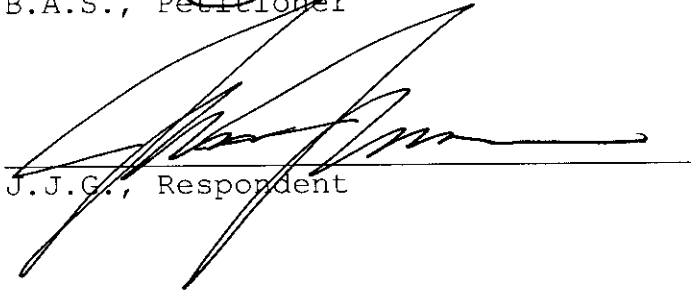
Attorneys for Respondent, J.J.G.



APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:



B.A.S., Petitioner




J.J.C., Respondent

THE STATE OF ^{Louisiane} ~~TEXAS~~ §

§
COUNTY OF ~~TRAVIS~~ Orleans §

Signed before me, the undersigned Notary Public, on
June 24, 2010, by B.A.S.



Notary Public, State of ~~Texas~~
Louisiana

B. HOWELL CROSBY
NOTARY PUBLIC
STATE OF LOUISIANA
BAR ROLL NUMBER 11000
COMMISSION EXPIRES 4/1/11

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On June 23, 2010 before me,
M Carrillo, a notary public, personally
appeared JJG, who proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the within
instrument, and acknowledged to me that he executed the same in
his authorized capacity, and that by his signature on the
instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

I certify under penalty of perjury under the laws of
the State of California that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal.

M Carrillo (Seal)

