

NAME, ADDRESS AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles FEB 05 2010 <i>Sm</i> John A. Clarke, Executive Officer/ Clerk By <u><i>A. Morales</i></u> , Deputy G. MORALES
ATTORNEY FOR (NAME): SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURT HOUSE ADDRESS:			CASE NUMBER: BD 497 364
PETITIONER / PLAINTIFF: <u><i>A.M. Young</i></u>			RELATED CASES (IF ANY):
RESPONDENT / DEFENDANT: <u><i>K.E. Walsh</i></u>			DEPARTMENT / COURTROOM:
CLAIMANT:			HEARING DATE: 2/4/10
<input type="checkbox"/> STIPULATION AND ORDER ON ORDER TO SHOW CAUSE <input checked="" type="checkbox"/> SETTLEMENT AGREEMENT AT TIME OF TRIAL MSC <input type="checkbox"/> STIPULATION TO FURTHER JUDGMENT ON RESERVED ISSUES			CONTINUATION DATE / TIME:
			RESPONDENT'S FILING FEE: <input type="checkbox"/> PAID <input type="checkbox"/> NOT PAID

THE PARTIES AGREE TO THE FOLLOWING MATTERS, WHICH SHALL BE THE ORDERS OF THE COURT.

- TEMPORARY ORDERS PENDING JUDGMENT OR FURTHER COURT ORDER (PENDENTE LITE)**
The orders agreed to herein shall stay in effect until superseded by judgment or further order of Court, whichever first occurs, and all other orders made in this case shall remain in full force and effect except as otherwise provided herein.
- SETTLEMENT AGREEMENT**
The orders agreed to herein shall be included in a judgment or further judgment to be filed herein.
- MODIFICATION**
The orders agreed to herein modify the prior orders and/or the judgment made in this case. All other orders made in this case shall remain in full force and effect except as provided herein.
The judgment in this case was filed on _____ . The last order modified hereby was filed on _____ .

NOTICE AND OPPORTUNITY TO BE HEARD (Mandatory for custody orders under FC§3048a): The parties understand that they have the right to advance notice of court proceedings and an opportunity to be heard by the court, including the rights to present evidence, cross examine witnesses and argue, and by signing this agreement, waive any right to further notice and opportunity to be heard for the purpose of the validity of court orders made from this agreement.

INSTRUCTIONS FOR USE OF THIS FORM: This form is provided in three sections.

Part A (4 pages) includes this title page and a signature page which should be used in all cases, and also provides for agreements for restraining orders, attorney fees, judgment and other orders.

Part B (6 pages) provides for agreements for parentage, child custody and child, spousal and family support orders.

Part C (4 pages) provides for agreements for property division orders.

**USE ONLY THOSE PAGES THAT ARE NECESSARY FOR YOUR AGREEMENTS.
NUMBER THE PAGES CONSECUTIVELY WITH THE SIGNATURE PAGE AT THE END.
AFTER SIGNING, SEPARATE THE COPIES FROM THE ORIGINALS BEFORE SUBMITTING TO THE CLERK.**

IN RE: THE MATTER OF:

DATE 2/4/10	(NAME) PETITIONER: A.M. Young (NAME) RESPONDENT: K.E. Walsh	CASE NUMBER BD 497 364 RELATED CASES (IF ANY):
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500. PROPERTY DIVISION ORDERS (FC5565,130,760-853,2500-2660):

501. The following ~~PROPERTY~~, whether community or separate, is awarded and confirmed to the PETITIONER as the separate property of the petitioner, along with any and all encumbrances thereon, and petitioner shall hold respondent harmless from such encumbrances:

1. One half of the community property Residuals received for work performed by Respondent during marriage. Petitioner shall be responsible for all taxes due on his share of the income received from his one-half share of the within Residuals. Also one-half of ~~the~~ any profit participation from Respondent's work during marriage.

502. The following ~~PROPERTY~~, whether community or separate, is awarded and confirmed to the RESPONDENT as the separate property of the respondent, along with any and all encumbrances thereon, and respondent shall hold petitioner harmless from such encumbrances:

1. Respondent's pocket account at City National Bank
2. All separate property accounts held in Respondent's NAME.
3. The proso and the debt associated with the piano

503. The following ~~PROPERTY~~ (FC5565,130,760-853,2500-2660), whether community or separate, are awarded and confirmed to the PETITIONER as petitioner's separate debts, and petitioner shall hold respondent harmless from these obligations:

1. Petitioner's pocket account at City National Bank
2. All separate property bank accounts held in Petitioner's NAME.

504. The following ~~PROPERTY~~ (FC5565,130,760-853,2500-2660), whether community or separate, are awarded and confirmed to the RESPONDENT as respondent's separate debts, and respondent shall hold petitioner harmless from these obligations:

IN RE: THE MATTER OF:

DATE 2/4/10	(NAME) PETITIONER: A.M. Young	CASE NUMBER BD 497364
	(NAME) RESPONDENT: K.E. Walsh	RELATED CASES (IF ANY):

500. PROPERTY DIVISION ORDERS (FC§§65,130,760-853,2500-2660):

501. The following PROPERTY, whether community or separate, is awarded and confirmed to the PETITIONER as the separate property of the petitioner, along with any and all encumbrances thereon, and petitioner shall hold respondent harmless from such encumbrances:

- All right title and interest in the following pension plans: 1) Viacom York; 2) Fox Investment Plan [redacted] 3) Raymond James [redacted] 4) Raymond James [redacted] and any other pension plan held in Petitioner's name
- \$627,000 six hundred and twenty seven thousand dollars as his share of the community
- One-half of the community property furniture and art work to be divided by alternating picks after the filing of a claim to determine who will pick first.

502. The following PROPERTY, whether community or separate, is awarded and confirmed to the RESPONDENT as the separate property of the respondent, along with any and all encumbrances thereon, and respondent shall hold petitioner harmless from such encumbrances:

- All right title and interest in the following pension plans: 1) VBS [redacted] 2) HSBC [redacted] and any other pension plan held in Respondent's or Respondent's unlisted name.
- One half of the community property furniture and art work to be divided by alternating picks after filing of a claim to determine who will pick first.
- The Nottingham Ave residence.
- The remaining funds in all accounts held in the name of the parties jointly, Respondent's entire or Respondent's after the \$627,000 payment to petitioner listed herein in section 501.

503. The following DEBTS (FC§§2620-23), whether community or separate, are awarded and confirmed to the PETITIONER as petitioner's separate debts, and petitioner shall hold respondent harmless from these obligations:

- All debts incurred by Petitioner after the date of separation
- All separate property furniture in Petitioner's possession custody and control, including the Gally Anderson painting & Brown Suede Bed located at the Nottingham residence.

504. The following DEBTS (FC§§2620-23), whether community or separate, are awarded and confirmed to the RESPONDENT as respondent's separate debts, and respondent shall hold petitioner harmless from these obligations:

- The remaining mortgage on the Nottingham Residence
- All debts incurred by Respondent after separation.
- All separate property furniture in Respondent's possession custody and control

IN RE: THE MATTER OF:

DATE	(NAME) PETITIONER: <i>A. M. Young</i>	CASE NUMBER BD 497364
	(NAME) RESPONDENT: <i>K. E. Walsh</i>	RELATED CASES (IF ANY):

505. SALE OF PROPERTY ORDERS:

The following property shall be offered for sale and sold for the fair market value as soon as a willing buyer can be found, and the net proceeds therefrom shall be divided equally unless a different division is specified herein:

506. EQUALIZATION OF DIVISION OF PROPERTY AND DEBT ORDERS:

To equalize the division of the community property assets and obligations the Petitioner Respondent shall pay to the other party the sum of \$ _____ payable as follows: _____

507. ORDERS FOR DEFERRED SALE OF FAMILY HOME (FC§53800-3810) OR OTHER PROPERTY:

508. The parties own undivided interests in the following property which they shall continue to hold in equal shares as tenants in common unless otherwise specified herein. The parties, by signing this agreement, hereby terminate any joint tenancy interests or other survivorship interests in the following property: _____

509. Petitioner Respondent shall have the exclusive use and possession of the above property on the following conditions:

- a. That party shall pay all payments due on encumbrances and property taxes and shall have the right to claim such expenses as deductions for all income tax purposes;
- b. That party shall maintain reasonable amounts of fire and liability insurance on the property;
- c. That party shall pay all costs of ordinary maintenance and repair of the property. Extraordinary maintenance and repair may be shared between the parties only with the written consent of the other party or further court order.

The above property shall be offered for sale and sold for the fair market value thereof as soon as a willing buyer can be found upon demand of either party at any time after the happening of the first of the conditions checked below:

- The date of _____
- Said party no longer using the property as the principal residence of said party and a minor child of the parties.
- The failure of said party to comply with conditions a. or b. above.
- Other: _____

Upon sale of the above property, after payment of broker's commissions, encumbrances, and other costs of sale, the net proceeds shall be divided equally between the parties except that any lien or encumbrance incurred by either party alone, which is not a community obligation, shall be charged only to that party's share of the proceeds.

The parties shall cooperate in the sale and listing for sale of said property including signing and delivering necessary documents and making the property reasonably available for prospective buyers and brokers.

510. This court retains jurisdiction to make any orders necessary to resolve any disputes concerning the maintenance, listing, sale and disposition of proceeds from any property ordered sold and the tax consequences thereof, and to modify the provisions hereof relating to any deferred sale, including the date of sale thereof, as provided in FC§53807-8.

511. OTHER ORDERS: *The parties shall retain a retired judicial officer to referee the division of the community property furniture and Art work. Each party shall pay one-half of the costs associated with the retired judicial officer. Within 45 days of this date Petitioner ~~shall~~ and Respondent shall divide the community property furniture and Artwork.*

Within 10 days after the division of the community property furniture and Art work Petitioner shall remove ~~to~~ his storage at his expense.

IN RE: THE MATTER OF:

DATE 2/4/10	(NAME) PETITIONER: A.M. Young	CASE NUMBER BD 497 364
	(NAME) RESPONDENT: K.E. Walsh	RELATED CASES (IF ANY):

550. PENSION, RETIREMENT, EMPLOYEE BENEFIT PLAN ORDERS (FC§580,2060-2074,2610):
The parties own interests in the following pension, retirement and other employee benefit plans (FC580):

1. _____
2. _____
3. _____
4. _____

551. Each party is awarded one half of the community property interests in the above plans and benefits unless a different division is specified by written agreement of the parties.

552. The community interest is that portion of the total plan or benefit determined by a fraction with the numerator representing the period of participation (or length of service) in the plan during marriage before separation and the denominator representing the total period of participation in the plan (or total length of service).

553. The parties are advised that further court orders may be required to enforce the division of these plans and benefits and to otherwise protect either party's rights to such plans and benefits. A Qualified Domestic Relations Order ("QDRO") or other order may be required under federal or state law. Each party should seek legal advice on this matter as soon as possible to help prevent loss of rights or benefits. The court reserves and retains jurisdiction to make further orders necessary or appropriate to divide such plans and benefits including orders under FC52610.

554. The attorney for the Petitioner Respondent (or that party if unrepresented) shall prepare any QDRO or other court orders necessary to divide the above plans (OR plan numbers _____, above) and benefits and shall submit such proposed orders to the other party or attorney for approval before submitting such orders to the court.

555. The attorney for the Petitioner Respondent (or that party if unrepresented) shall apply for an order joining the above plans (OR plan numbers _____, above) as parties hereto under the provisions of FC§§2060-2065. The following information may be necessary for the preparation of a QDRO or other necessary court order.

556. For confidentiality reasons each party shall provide the following information in a separate document to the other or the other's attorney on demand for the purpose of preparing a QDRO or other necessary court order.

557. (If the above paragraph is not checked complete the information below:)

The name and address of the participant pension holder (petitioner / respondent) is: _____

The date of birth and Social Security number of Petitioner: _____

The date of birth and Social Security number of Respondent: _____

The name and address of each plan, and the administrator thereof, to which this order applies is: _____

560. OTHER ORDERS: ^① In the event that Petitioner does not remove his furniture and art work from the Nottingham Residence and/or storage within 10 days after selection ~~and~~ the furniture and art work shall all be awarded to Respondent and Respondent shall pay (\$23,000) twenty three thousand dollars to Petitioner for his one-half of the community property furniture and art work.

^② Respondent shall provide Petitioner with a copy of the check to pay Mancini Security for the outstanding wedding security expenses. If Mancini takes less than the amount expensed and the parties shall equally divide the difference.

IN RE: THE MATTER OF:

DATE 2/4/10	(NAME) PETITIONER: A.M. Young	CASE NUMBER BD 497364
	(NAME) RESPONDENT: K.E. Walsh	RELATED CASES (IF ANY):

700. SEPARATE STIPULATION RE WAIVER OF FINAL DECLARATION OF DISCLOSURE (FC§2105, Optional):

The parties waive the requirements of FC§2105a for service on the other of a final declaration of disclosure and make the following representations:

- (1) Both parties have complied with FC§2104 and the preliminary declarations of disclosure have been completed and exchanged.
- (2) Both parties have completed and exchanged a current income and expense declaration, that includes all material facts and information regarding that party's earnings, accumulations, and expenses.
- (3) Both parties have fully complied with FC§2102 and have fully augmented the preliminary declarations of disclosure, including disclosure of all material facts and information regarding the characterization of all assets and liabilities, the valuation of all assets that are contended to be community property or in which it is contended the community has an interest, and the amounts of all obligations that are contended to be community obligations or for which it is contended the community has liability.
- (4) This waiver is knowingly, intelligently, and voluntarily entered into by each of the parties.
- (5) Each party understands that this waiver does not limit the legal disclosure obligations of the parties, but rather is a statement under penalty of perjury that those obligations have been fulfilled. Each party further understands that noncompliance with those obligations will result in the court setting aside the judgment.

THE UNDERSIGNED DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FACTS STATED IN THE FORGOING WAIVER OF FINAL DECLARATION OF DISCLOSURE ARE TRUE AND CORRECT.

Date: 2/4/10

SIGN HERE FOR OPTIONAL DISCLOSURE WAIVER ONLY

	
Petitioner A.M. Young	Respondent K.E. Walsh

750. OTHER ORDERS: The parties agree that all matters regarding their Agreement AND their ~~marriage~~ marriage shall remain Confidential. Neither party shall harass the other.

The Judgment shall contain agreed upon language regarding Confidentiality.

IN RE: THE MATTER OF:

DATE 2/4/10	(NAME) PETITIONER: A.M. Young (NAME) RESPONDENT: K. E. WALSH	CASE NUMBER BD 497364 RELATED CASES (IF ANY):
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800. ATTORNEY FEE ORDERS (FC§§270-72, 2030-32, 7640):

- The issue of attorney's fees and costs for either party is reserved until further order of court.
- Petitioner Respondent Claimant shall pay to attorney for Petitioner Respondent Claimant, as a contributory share of the payee's attorney fees and costs, the sum of \$ _____, payable by _____ OR payable in installments of \$ _____ per month on the _____ day of each month commencing _____ and continuing until paid in full.
- If any _____ installments remain unpaid for _____ or more days after the due date, the entire remaining balance shall become immediately due and payable and shall bear interest at the legal rate from the date of default.
- Neither party shall be responsible for the attorney fees and costs of the other except as otherwise ordered herein or in any other court order.


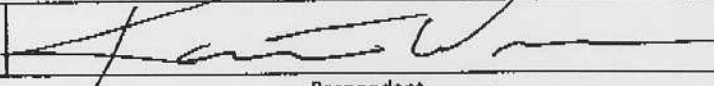

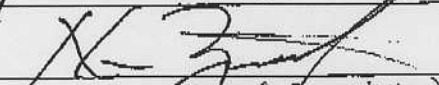
850. OTHER ORDERS:

- 851. Each of the parties shall, upon demand, execute and deliver all documents necessary to carry out the terms of this stipulation / agreement, and upon failure to do so, the court, upon appropriate application, may appoint the Clerk of the Superior Court as its commissioner to execute documents specified by court order (LASC Local Rule 3.0c).
- 852. This agreement covers all matters in dispute in this ~~Hearing / Order to Show Cause / motion / trial.~~
- 853. All issues not resolved by this agreement are reserved for determination at a further hearing or trial.
- 854. This hearing / Order to Show Cause / motion / trial is continued to _____ at a.m./p.m. in Department _____. On the following issues only:

900. ORDERS RELATING TO JUDGMENTS ONLY:

- 901. The parties waive their rights to a trial and to notice of trial for the purpose of having the court grant a judgment pursuant to the terms of this agreement which may be heard by a court commissioner sitting as a judge pro tem.
- 902. All parties waive the right to appeal, to request a statement of decision, and to move for a new trial.
- 903. The parties were married on 9/1/07 and separated on 11/22/08
- 904. Respondent was served with the summons herein on _____ or first appeared herein on _____
- 905. The parties' marital status shall terminate upon filing of the judgment of dissolution unless a later date is specified here: _____ (FC§§2339-40).
- 906. The parties are the parents of each minor child named in the petition or complaint filed herein and a judgment establishing the parent child relationship may be granted herein under the Uniform Parentage Act (FC§7600-7730).
- 907. The attorney for the Petitioner Respondent, or that party if unrepresented, shall, within 10 days, prepare a judgment according to this agreement and submit it to the other party's attorney, or to the other party if unrepresented, for approval as to the form and content thereof and then file it with the court. If either party or attorney fails to prepare or approve the judgment, or file objections to it within 10 days of service, the other party or attorney may prepare and submit the judgment to the court with a proof of service on the other party or attorney. (See LA Local Rules 3.0, 14.7, CRC Rule 232e and CCP§664.6).
- 908. The court is requested to sign this agreement to make these orders effective immediately as temporary orders pending the filing of the judgment. (Otherwise these agreements do not become orders until filing of the judgment)
- 909. All prior orders made in this case shall terminate upon the filing of this agreement.
- 910. This Agreement shall be enforceable under Civil Procedure section 664.6

I HAVE READ AND I AGREE TO EACH PAGE OF THIS DOCUMENT. I UNDERSTAND THAT THESE AGREEMENTS ARE TO BE COURT ORDERS AND THAT WILLFUL VIOLATION OF COURT ORDERS MADE AS A RESULT OF THESE AGREEMENTS MAY SUBJECT THE PARTY IN VIOLATION TO CIVIL OR CRIMINAL PENALTIES, OR BOTH.

 Petitioner	 Respondent
 Attorney for Petitioner	 Attorney for Respondent

IT IS SO ORDERED.


MARJORIE S. STEINBERG
Judge of the Superior Court

DATED: FEB 05 2010