

2 CONTINUATION OF JUDGMENT (FORM FL-180)

3 It is hereby stipulated by and between the parties, namely,
4 CHARLIE SHEEN (hereinafter "Charlie") and BROOKE MUELLER SHEEN
5 (hereinafter "Brooke") as follows:

6 A. The parties were married on May 30, 2008. They have two
7 children, namely, Bob Sheen and Max Sheen, age one, born on March
8 14, 2009 (hereinafter "the minor children".)

9 B. The parties are living separate and apart and have been
10 doing so since December 25, 2009.

11 C. Brooke is represented by Lori Howe of Trope and Trope in
12 these proceedings. Brooke acknowledges that she has had an
13 adequate opportunity to discuss this Stipulated Judgment with her
14 attorney.

15 D. Charlie is represented by Mark Gross of Brot & Gross,
16 LLP in these proceedings. Charlie acknowledges that he has had an
17 adequate opportunity to discuss this Stipulated Judgment with his
18 attorney.

19 E. The parties have each been advised of their right to
20 conduct discovery in these proceedings, and each party
21 acknowledges that she/he understands this right. Each party
22 acknowledges that she/he is satisfied with the information she/he
23 has at this time and that she/he does not desire, nor has she/he
24 requested, any further discovery or documents from the other.
25 Neither party has promised or threatened anything to persuade or
26 dissuade the other from inquiry or investigation in these
27 proceedings.

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2 F. The parties have heretofore exchanged Preliminary and
3 Final Declaration of Disclosure Statements. Each party hereby
4 agrees that she/he is satisfied with the information received from
5 the other, and does not seek further information.

6 G. Based upon privacy concerns relating to the parties and
7 their children, neither party has filed a Petition for Dissolution
8 of Marriage. In the event that either party files a Petition for
9 Dissolution of Marriage, or commences any other family law
10 proceeding, the filing shall be made in the Superior Court of the
11 State of California, for the County of Los Angeles, Central
12 District.

13 H. The parties intend, by entering into this Stipulated
14 Judgment, to have a fully binding and enforceable agreement and
15 that the Superior Court shall have exclusive jurisdiction over the
16 parties and over the subject matter of any Petition for
17 Dissolution of Marriage filed by either of them.

18 I. Counsel for each of the parties is maintaining a signed
19 original of this Stipulated Judgment. Either party may file the
20 Stipulated Judgment with the court at any time that such party so
21 desires. The parties shall sign in advance a form of Appearance,
22 Stipulations and Waivers stipulating to the filing of a signed
23 original of this Stipulated Judgment.

24 J. Pending the filing of a signed original of the
25 Stipulated Judgment, that document shall be a valid and binding
26 contract between Brooke and Charlie and the parties shall be
27 obligated to perform her/his respective obligations in the same
28 manner as if the Stipulated Judgment had been entered by the

2 Court. In the event that it is necessary for either party to file
3 a motion or make an *ex parte* application for entry of judgment,
4 the opposing party waives her/his right to oppose it. Such
5 application or motion shall be granted as a matter of right, and
6 the non-moving party waives all rights to oppose it.

7 K. Notwithstanding the foregoing, a Court judicial officer
8 shall not have the authority to make any changes in the
9 substantive terms of the parties' agreement or to change the
10 economics of the settlement.

11 L. The terms of the within Stipulated Judgment are intended
12 to be the same as the terms of the final settlement agreement of
13 the parties. By signing the within Stipulated Judgment the
14 parties acknowledged that they are bound by its terms and that it
15 can be entered as a Judgment consistent with C.C.P. §664.6.
16 Further, both parties specifically waive the requisite that a
17 prior proceeding must be pending at the time of entering into the
18 Stipulated Judgment in order for a Court to later enforce its
19 terms.

20 M. Based upon settlement negotiations between the parties,
21 their respective attorneys and representatives, and the
22 communications among counsel, the parties have reached a
23 compromise of their respective claims and positions and have
24 agreed to the terms as set forth in this Stipulated Judgment
25 resolving all issues pertaining to the validity and enforceability
26 of the Premarital Agreement dated May 27, 2008, child custody, the
27 division of their assets and liabilities, the payment of child
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2 support, and the payment and limitation of or termination of
3 spousal support.

4 N. It is the mutual wish and desire of both Charlie and
5 Brooke to immediately effect, by way of contract, a full, complete
6 and final settlement of the custody of the minor children, of all
7 their respective property interests, future and present, and,
8 except as may otherwise be set forth herein, to irrevocably adjust
9 and determine forever all legal obligations of any nature which
10 may exist with respect to each other and by reason of their said
11 marriage, and to fully and completely resolve any and all issues,
12 except those expressly stated otherwise hereinafter.

13 O. Each party acknowledges for herself/himself that, in
14 entering into this Stipulated Judgment, she/he has relied solely
15 on her/his own personal judgment as to all matters pertaining to
16 the matters encompassed by this Stipulated Judgment, and she/he
17 did not rely on any statement, warranty or representation of any
18 other person. Each party has approved the terms and provisions of
19 this Stipulated Judgment based on her/his own understanding of
20 their respective positions and the facts, and each is satisfied to
21 rely on her/his own understanding of their respective positions
22 and the facts.

23 P. Each party has acknowledged and agreed that there may be
24 certain tax consequences as a result of the provisions of this
25 Stipulated Judgment, including, but not limited to, capital gains
26 tax consequences and state and federal income tax consequences.
27 Each party has further acknowledged and agreed that she/he has
28 consulted with, or has had the opportunity to consult with,

2 her/his own tax advisors, tax attorneys and/or accountants
3 regarding any tax consequences to her/him resulting from this
4 Stipulated Judgment. Each party acknowledges that she/he has
5 sought and obtained all of the tax, business-related or other
6 advice that she/he deems necessary in order to enter into this
7 Stipulated Judgment.

8 Q. Each party has consented to the terms of this Stipulated
9 Judgment voluntarily and free of any known fraud, duress or undue
10 influence. Brooke and Charlie have acknowledged that no
11 presumption of undue influence by the other party is applicable to
12 this Stipulated Judgment.

13 R. It is the intention of the parties that this Stipulated
14 Judgment be effective on the date when last signed by all parties
15 and their attorneys (herein the "Effective Date"), although the
16 parties acknowledge that the Stipulated Judgment must be signed by
17 the Court and filed to be legally effective as a Judgment. Except
18 as otherwise provided herein, the provisions of this Stipulated
19 Judgment, except as to termination of marital status, shall be
20 effective as of the last day of signature by the parties, and
21 their attorneys, unless otherwise expressly provided herein.

22 S. The parties entered into a Premarital Agreement dated
23 May 27, 2008. As part of the consideration for entering into this
24 Stipulated Judgment, Brooke is waiving her right to challenge the
25 validity and enforceability of the Premarital Agreement which, in
26 consideration for the terms set forth hereafter, shall be
27 confirmed as a binding and valid agreement between the parties.

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2 T. The effective date for determination of values for
3 performance of specific terms under the Premarital Agreement is
4 the date a Petition is filed. Inasmuch as the parties are not
5 filing a Petition at this time, the parties hereby agree to modify
6 the terms of the Premarital Agreement creating a new effective
7 date for performance of those specific terms, which date is April
8 18, 2010.

9 By reason of the foregoing, and based upon the agreement
10 of the parties, as evidenced by their signatures and the
11 signatures of their attorneys affixed hereto,

12 **THE COURT ORDERS AND FINDS AS FOLLOWS:**

13
14 **II. CONFIRMATION OF SEPARATE AND COMMUNITY ASSETS AND DEBTS:**

15 **A. COMMUNITY PROPERTY AND SEPARATE PROPERTY ALLOCATED,**

16 **CONFIRMED AND TRANSFERRED TO BROOKE:** Except as may be otherwise
17 set forth herein, Brooke shall assume and shall indemnify and
18 hold Charlie free and harmless from all liabilities, obligations,
19 liens, encumbrances and claims, regarding the assets awarded
20 and/or confirmed to Brooke. The following assets and liabilities
21 are awarded and/or confirmed to Brooke as her sole and separate
22 property and Charlie shall have no right, title or interest in or
23 to them:

24 1. As set forth in detail in paragraph "C" below, one
25 half of any and all of the residuals and/or royalties from the
26 Getty Images Baby Photos;

27 2. All right, title and interest in the 2009 S600
28 Mercedes vehicle, license no [REDACTED] as set forth in detail below

2 in Paragraph "D" Charlie shall pay off any and all liens and
3 encumbrances owing on said vehicle;

4 3. Brooke's expectancy interest in the Kenneth
5 Wolofsky Marital Trust;

6 4. All right, title and interest owned by Brooke in
7 MB&E LLC, a California limited liability company;

8 5. All right, title and interest owned by Brooke in
9 the Lydian Bank & Trust account number ending [REDACTED]

10 6. All right, title and interest owned by Brooke in
11 the Morgan Stanley account number ending [REDACTED]

12 7. All right, title and interest in Sun Trust account
13 number ending 007;

14 8. All right, title and interest in the City National
15 Bank account number ending [REDACTED]

16 9. All right, title and interest in the Morgan Stanley
17 Smith Barney money market account number ending [REDACTED]

18 10. All right, title and interest in the Chase checking
19 account number ending [REDACTED]

20 11. The following furniture and furnishings shall be
21 confirmed to Brooke as her sole and separate property and she
22 shall be permitted to take these items with her upon her
23 relocation from the family residence, located at [REDACTED]

24 [REDACTED]

25 a. Any and all nursery furniture and furnishings
26 (except the television, carpeting, custom closet, shades and
27 drapes, bathroom accessories, and ceiling drapery);

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2 b. Guest Bedroom furniture, including but not
3 limited to, the bed, and two night stands, chair and mirror.

4 12. Except for as otherwise provided herein, any and
5 all bank accounts or financial accounts in Brooke's name.

6 13. All of Brooke's clothing, jewelry, and other
7 personal effects.

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9 **B. COMMUNITY PROPERTY AND SEPARATE PROPERTY ALLOCATED,**

10 **CONFIRMED AND TRANSFERRED TO CHARLIE:** Except as may be otherwise
11 set forth herein, Charlie shall assume and shall indemnify and
12 hold Brooke free and harmless from all liabilities, obligations,
13 liens, encumbrances and claims, regarding the assets awarded
14 and/or confirmed to Charlie. The following assets and liabilities
15 are awarded and/or confirmed to Charlie as his sole and separate
16 property and Brooke shall have no right, title or interest in or
17 to them:

18 1. As set forth in detail in paragraph "II. C." below,
19 one half of the residuals and/or royalties from the Getty Images
20 Baby Photos;

21 2. All right, title and interest in the 2009 Escalade
22 Cadillac vehicle, license no. [REDACTED] which Charlie shall sell for
23 fair market value, forthwith. Charlie shall use the sale proceeds
24 to pay any lien or encumbrance on the Mercedes automobile as
25 stated in Paragraph D.

26 3. Subject to the terms set forth in Paragraph "II.
27 F." below, all right, title and interest in the family residence
28 commonly referred to as [REDACTED]

2 California, and legally described as follows:

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LEGAL DESCRIPTION

APN: [REDACTED]

Real property In the City of Los Angeles,
County of Los Angeles, State of California,
described as follows:

PARCEL 1:

[REDACTED] THE CITY OF LOS
ANGELES. COUNTY OF LOS ANGELES. STATE OF
CALIFORNIA, AS PER MAP RECORDED IN [REDACTED]
[REDACTED] IN THE
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
EXCEPT THEREFROM ALL OIL, OIL RIGHTS,
MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS
AND OTHER HYDROCARBONS BY WHATSOEVER NAME
KNOWN, GEOTHERMAL STEAM, AND ALL PRODUCTS
DERIVED FROM ANY OF THE FOREGOING, THAT MAY
BE WITHIN OR UNDER SAID LAND, TOGETHER WITH
THE PERPETUAL RIGHT OF DRILLING, MINING,
EXPLORING, AND OPERATING THEREFOR AND STORING
IN AND REMOVING THE SAME FROM SAID LAND OR
FROM ANY OTHER LAND, INCLUDING THE RIGHT TO
WHIPSTOCK OR DIRK t TONALLY DRILL AND MINE
FROM LANDS OTHER THAN SAID LAND OIL OR GAS
WELLS, TUNNELS AND SHAFTS INTO, THROUGH AND
ACROSS THE SUBSURFACE OF SAID LAND AND TO

2 BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY
3 DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND
4 BENEATH OR BEYOND THE EXTERIOR LIMITS OR SAID
5 LAND, AND TO REDRILL, TUNNEL, EQUIP,
6 MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH
7 WELLS OR MINES WITHOUT, HOWEVER, THE RIGHT TO
8 DRILL, MINE, STORE, EXPLORE AND OPERATE
9 THROUGH THE SURFACE OR THE UPPER 500 FEET OF
10 THE SUBSURFACE OF SAID LAND, RECORDED JULY
11 30, 1990 AS INSTRUMENT NO. 90-1320707,
12 OFFICIAL RECORDS.

13 PARCEL 2:

14 NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF
15 AND APPURTENANT TO PARCEL 1 AS SUCH EASEMENTS
16 ARE SET FORTH IN THE SECTIONS 4, 6 AND 11 OF
17 ARTICLE VIII OF THAT CERTAIN "DECLARATION OF
18 COVENANTS, CONDITIONS AND RESTRICTIONS FOR
19 MULHOLLAND ESTATES" RECORDED AUGUST 29, 1988
20 AS INSTRUMENT NO. [REDACTED] OFFICIAL
21 RECORDS, IN THE OFFICE OF THE COUNTY RECORDER
22 OF SAID COUNTY, AND ANY NOW OR HEREAFTER THAT
23 CERTAIN "SUPPLEMENTARY DECLARATION OF
24 COVENANTS, CONDITIONS AND RESTRICTIONS FOR
25 MULHOLLAND ESTATES, RECORDED NOVEMBER 3,
26 1989, OFFICIAL RECORDS, IN THE OFFICE OF THE
27 COUNTY RECORDER OF SAID COUNTY.

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2 4. All right, title and interest in 9th Step
3 Productions, Inc.;

4 5. All right, title and interest in STRAC, Inc.;

5 6. All right, title and interest in High Octane, Inc.;

6 7. All right, title and interest held by Charlie in
7 Three Dog Par, LLC;

8 8. All right, title and interest held by Charlie in
9 Silver Wear LLC;

10 9. Subject to Paragraph "II. G." below, all right,
11 title and interest in the fractional ownership interest held by
12 Charlie in the Four Seasons Residence Club;

13 10. All right, title and interest in the City National
14 Bank account number ending [REDACTED]

15 11. Except as otherwise provided herein, any and all
16 furniture, furnishings, artwork, antiques, and watch collections
17 currently in Charlie's possession.

18 12. Except as otherwise provided herein, any and all
19 bank accounts or financial accounts in Charlie's name.

20 13. All of Charlie's clothing, jewelry, and other
21 personal effects.

22 **C. GETTY IMAGE PHOTOS:**

23 1. The Court finds that Charlie and Brooke receive
24 royalties passed through to them from Charlie's corporation "9th
25 Step Productions" from a joint project owned by Brooke and Charlie
26 equally known as the Getty Images Baby Photos. Any and all
27 royalties from the Getty Images Baby Photos are joint property and
28 shall be divided between the parties equally as provided herein.

2 Commencing March 23, 2010, Charlie shall cause 9th Step Productions
3 to pay to Brooke one half of the joint property royalties which he
4 receives on behalf of the Getty Images Baby Photos to Brooke
5 within fourteen (14) days of his receipt of same; simultaneously,
6 Charlie shall provide to Brooke a copy of the royalty transmittal
7 letter and any supporting schedules and a copy of the entire
8 royalty check. Brooke's one-half royalty payment shall be
9 calculated after deducting one-half of any commissions associated
10 with receipt of the Getty Images Baby Photos. Brooke's one-half
11 royalty payment, as defined herein, shall be taxable to Brooke,
12 and Brooke acknowledges that she shall receive from 9th Step
13 Productions, Inc. an annual 1099 Form reflecting her one-half of
14 the royalty as defined herein. Upon request Brooke shall have the
15 right to audit the Getty Images Baby Photos royalties paid to 9th
16 Step Productions, Inc., and the commissions for Getty Images Baby
17 Photo payments received by 9th Step Productions, Inc.

18 **D. MERCEDES AWARDED TO BROOKE**

19 1. Within 60 days of execution by the parties of the
20 within Stipulated Judgment, Charlie shall pay all encumbrances,
21 debts and/or liens held against the 2009 S600 Mercedes vehicle,
22 which vehicle is confirmed to Brooke herein above as her sole and
23 separate property. Upon the sale of the Cadillac automobile as
24 stated in Paragraph B.2, Charlie shall use a portion or all of the
25 sale proceeds to pay and satisfy any encumbrances, debts, and/or
26 liens to acquire clear and unencumbered title to the Mercedes
27 automobile. If the sale proceeds from the Cadillac automobile are
28 not sufficient to fully pay any encumbrances, debts and/or liens

2 on the Mercedes automobile, Charlie shall use his other property
3 or assets to fully pay any encumbrances, debts and/or liens on the
4 Mercedes automobile. If Charlie does not sell the Cadillac within
5 60 days, then Charlie shall use his other property or assets to
6 fully pay any encumbrances, debts and/or liens on the Mercedes
7 automobile.

8 2. Within 15 days of acquiring title to the 2009 S600
9 Mercedes vehicle, Charlie shall cause legal title of ownership of
10 the 2009 S600 Mercedes vehicle to be transferred into Brooke's
11 name and shall cause legal title to be delivered to Brooke.

12 3. In the event that Charlie does not, or is not able
13 to transfer legal title of ownership of the 2009 S600 Mercedes
14 vehicle to Brooke, within the time periods set forth above in
15 Paragraphs "D.1-2" above, then within 15 days thereafter, Charlie
16 shall pay to Brooke the retail Kelly Blue Book fair market value
17 as determined by the value set forth in the then current Kelly
18 Blue Book for a 2009 S600 Mercedes vehicle.

19 **E. AUBREY ROAD RESIDENCE:**

20 1. Brooke shall have exclusive use and possession of
21 the improved real property residence located at [REDACTED]
22 [REDACTED] ("Aubrey Residence") during the period
23 of April 1, 2010 until she moves out of the Aubrey residence.
24 Brooke shall move out of the Aubrey Residence at her own
25 discretion, but no later than April 18, 2010.

26 2. Upon Brooke's relocation from the Aubrey Residence
27 and thereafter, Charlie shall have exclusive use and possession of
28 the Aubrey Residence.

2 3. The Court finds the Aubrey Residence has a fair
3 market value of \$6,400,000.00 as of April 18, 2010.

4 4. Within five days of the execution of this
5 Stipulated Judgment, Charlie shall pay to Brooke one-half of the
6 equity value of the Aubrey Residence. The equity value shall be
7 determined by utilizing the agreed value of \$6,400,000.00 and
8 deducting from that value the existing mortgage in the sum of
9 \$4,812,949.00.

10 5. Within five days of the execution of this
11 Stipulated Judgment, Charlie shall pay to Brooke one-half the
12 additional equity adjustment, discounted by 19.17% and due to
13 Brooke as defined by the one (1) year and eleven (11) months from
14 the anniversary of the party's marriage pursuant to the Premarital
15 Agreement dated May 27, 2008, page 14, ¶7.C. et seq., which
16 states:

17 "C. For the purpose of determining the value
18 of Brooke's interest in the Aubrey Road
19 Property, in addition to her equity, that
20 shall be based on the fair market value of
21 the Aubrey Road Property, and provided that
22 neither party has filed and served a
23 Petition, the existing first deed on trust on
24 the Aubrey Road Property shall be deemed to
25 be discounted as follows (herein the
26 "Additional Equity Adjustment"):

27 ...
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2 Any partial year shall result in a pro-rata
3 discount to the first deed of trust measured
4 by the number of months from the date of the
5 immediately preceding year anniversary of the
6 parties' marriage until the date either party
7 files and serves a Petition times ten
8 percent. By way of example, if a party files
9 a Petition six months after the anniversary
10 of the marriage, the discount to the first
11 deed of trust for that calendar year will be
12 five percent."

13 Therefore, within five days of the execution of this
14 Stipulated Judgment, Charlie shall pay to Brooke for her interest
15 in the Aubrey Residence and the additional adjustment discount on
16 the Aubrey Residence the sum of \$1,254,846.66 calculated as
17 follows: The parties were married for one (1) year and eleven (11)
18 months yielding a discount of 19.17%. The fair market value of
19 the Aubrey Residence is \$6,400,000.00 and the first deed of trust
20 is \$4,812,949.00. Therefore, the \$4,812,949.00 discounted by
21 19.17% is \$3,890,306.68. \$6,400,000.00 minus \$3,890,306.68 equals
22 \$2,509,693.32. One-half of \$2,509,693.32 is \$1,254,846.66.

23 6. The parties shall revoke the Loid Trust dated
24 January 18, 2006 and the First Amendment to and Reinstatement of
25 the Loid Trust dated February 18, 2009 in accordance with the
26 provisions of paragraph 7 of Section III of the Premarital
27 Agreement dated May 27, 2008.

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2 **F. USE OF TIMESHARE:**

3 1. Charlie owns a fractional ownership interest in the
4 Four Seasons Residence Club (hereinafter "timeshare"), and the
5 timeshare is confirmed as Charlie's sole and separate property
6 hereinabove. At no cost to Brooke, Brooke shall be entitled to
7 use the timeshare one week every year at her sole discretion.
8 Brooke shall notify Charlie of her selection each year and Charlie
9 shall cooperate with Brooke to provide her with her selected time
10 period(s).

11 **G. RELOCATION ASSISTANCE:**

12 1. Charlie shall pay and authorize "Lance" and "Leo"
13 to assist Brooke in moving her possessions from the Aubrey
14 Residence to the Los Feliz Residence and to assist her in her
15 relocation to the Los Feliz Residence for herself and the minor
16 children and to ensure the comfort and safety of the children in
17 the Los Feliz Residence (including, but not limited to, assistance
18 with baby proofing the house, creating a playroom, setting up a
19 nursery, purchasing and installing a television, carpets and
20 drapes, and installing safety gates in and about the house.) The
21 costs for the labor of Lance and Leo through May 7, 2010 shall be
22 borne solely by Charlie and any labor of Lance and Leo which
23 Brooke incurs after May 7, 2010 shall be solely borne by Brooke.
24 Charlie shall be responsible to pay, without offset or
25 reimbursement, up to \$45,000.00 for the costs, other than labor,
26 described in this paragraph H. Charlie shall incur no costs
27 without Brooke's express authorization. If Brooke incurs more
28 than \$45,000.00 for costs described in this paragraph, and Charlie

2 pays such costs in excess of \$45,000.00 which are authorized by
3 Brooke, then Charlie shall be entitled to reimbursement for such
4 costs.

5 H. PAYMENTS TO BROOKE:

6 1. Within five days of the execution of this
7 Stipulated Judgment, Charlie shall pay to Brooke the additional
8 lump sum of \$757,689.70, which lump sum consists of the following
9 payments to Brooke:

10 a. \$141,388.70, from April 2009 through date of
11 payment as and for Brooke's after tax and commissions one-half
12 interest in monies received by the parties through March 22, 2010
13 from Getty Images;

14 b. \$266,301.00 as and for the 2010 anniversary
15 payments due to Brooke pursuant to the terms of the Premarital
16 Agreement;

17 c. \$250,000 as and for Brooke's after tax one-
18 half interest in monies received by the parties on behalf of the
19 OK spread;

20 d. \$100,000.00 as and for relocation costs
21 pursuant to the terms of the Premarital Agreement which sum is
22 hereby confirmed to Brooke as her sole and separate property.

23 III. DEBTS, LIABILITIES AND REIMBURSEMENTS.

24 1. Basic Allocation of Debts. Unless specifically
25 provided otherwise in this Stipulated Judgment, each Party shall
26 be responsible for paying any and all obligations (whether known
27 or unknown to either Party) secured by property received by that
28 Party under the terms of this Further Judgment. Scheduled debts,

2 liabilities, and obligations of the Parties shall be paid as
3 follows:

4 2. Debts allocated to Brooke:

5 a. Any and all debts in Brooke's sole name.

6 3. Debts allocated to Charlie:

7 a. Any and all debts in Charlie's name, and/or
8 held on his behalf or on behalf of an entity owned by Charlie.

9 b. The mortgage against the Aubrey Residence to
10 TMST Home Loans, Inc., account number [REDACTED]

11 c. Debts, obligations, and liabilities incurred
12 during marriage and not otherwise specifically assigned to a Party
13 under this Stipulated Judgment.

14 4. The Court finds that except as otherwise set forth
15 herein, each of the parties has acknowledged and agreed that there
16 are no community liabilities or debts, and that neither has any
17 claim for or right to any reimbursements and/or credits from the
18 other or from the community.

19 5. Except as otherwise set forth herein, each party
20 shall solely assume and hold the other free and harmless from any
21 and all debts and obligations in his or her name, or incurred on
22 his or her behalf, including any and all liabilities which each
23 has incurred or has arisen in his or her name from and after April
24 18, 2010. Except that Charlie shall be obligated to bear one-half
25 of all hotel costs incurred by Brooke and the minor children
26 during their two day stay commencing in April 2010 at the
27 L'Hermitage Hotel.

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2 6. Except as otherwise set forth herein, neither party
3 shall have any right of reimbursement from the other or from the
4 community for any monies received or spent by the other during
5 marriage or after separation.

6 7. Except as may otherwise be provided herein, each
7 party receiving assets, or having assets confirmed to her/him
8 shall assume and indemnify the other from all debts, liabilities
9 and obligations associated with assets transferred, assigned,
10 awarded or confirmed to the receiving party pursuant to this
11 Stipulated Judgment.

12 8. The Court finds that each party has warranted and
13 represented that she/he has not created or permitted to be created
14 any debt or obligation chargeable to the other or to any of the
15 property transferred, assigned, awarded or confirmed to the other
16 pursuant to this Stipulated Judgment. In the event that it should
17 be determined that a party created or permitted to be created any
18 such debt or obligation, that party shall indemnify and hold the
19 other party free and harmless therefrom, forthwith upon demand.

20 9. Each party is enjoined from incurring any
21 indebtedness chargeable against the other. Each party is enjoined
22 from contracting any debt or obligation in the name of the other.

23 10. All hold-harmless and indemnity provisions of this
24 Stipulated Judgment (no matter where they are located herein)
25 include, but are not limited to, the requirement of the
26 indemnifying party to provide for costs of defense in the event
27 any proceedings are instituted, including all attorneys' fees,
28 accounting fees, and any other costs of litigation reasonably

2 incurred in connection therewith.

3 11. Both parties waive their respective rights to
4 assert any reimbursement claims against the other. This waiver of
5 reimbursement claims includes any reimbursement rights pursuant to
6 In re Marriage of Epstein and In re Marriage of Watt. Neither
7 party will owe the other party any monies for the waiver of said
8 reimbursement claims.

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10 **IV. CHILD CUSTODY.**

11 **A. FAMILY CODE SECTIONS 3048**

12 1. The parties are residents of the State of California
13 and the County of Los Angeles. Based on the parties' residency,
14 Superior Court of the State of California, for the County of Los
15 Angeles, Central District is the proper venue to exercise
16 jurisdiction over custody and visitation of the minor children.

17 2. The custody and visitation rights of each party are
18 set forth herein.

19 3. Each party has had the opportunity to discuss the
20 terms of the custody order with his/her attorneys.

21 4. Each party has been informed that a violation of the
22 custody order may subject the party in violation to civil or
23 criminal penalties or both.

24 5. The United States of America is the country of
25 habitual residence of the minor children.

26 **B. LEGAL CUSTODY.**

27 1. Brooke and Charlie shall share joint legal custody.
28 In exercising joint legal custody, the parties shall share the

2 right and responsibility to make decisions relating to the health,
3 education and welfare of the minor children. Such decisions shall
4 include, but are not limited to:

5 a. Enrollment or termination of attendance in any
6 public or private school;

7 b. Participation in regularly occurring extra
8 curricular activities, except that either parent may enroll the
9 children in an activity or event that does not conflict with the
10 other parent's custodial time;

11 c. Non-emergency medical, dental, vision and
12 orthodontic treatment other than routine checkups;

13 d. Participation in mental health counseling,
14 therapy or treatment.

15 e. Change in area of a child's residence;

16 f. Issuance of driver's license; and

17 g. Issuance of a passport.

18 **C. PHYSICAL CUSTODY.**

19 1. Brooke shall have physical custody of the minor
20 children and the children shall be in BROOKE'S custody, care and
21 control at all times not specifically designated as Charlie's
22 custodial time.

23 2. Charlie shall have physical custody of the minor
24 children during the following times:

25 a. On the first, third and fifth weekends of the
26 month from Saturday at 10:00 a.m. until Monday at 10:00 a.m.;

27 b. On alternating Mondays from Monday at 10:00
28 a.m. until Thursdays at 10:00 a.m., in the weeks after Brooke's

2 weekends with the minor children.

3 D. VACATIONS/HOLIDAYS.

4 1. Holidays shall supercede the regular custody
5 schedule. Brooke and Charlie agree that they will reasonably
6 share holidays taking into consideration the age of the children.
7 Specific periods of time shall be shared as follows:

8 a. EASTER WEEKEND: Charlie shall have the
9 children every Easter weekend from Saturday at 10:00 a.m. until
10 Monday at 10:00 a.m.;

11 b. HALLOWEEN: In odd numbered years, Charlie
12 shall have the children for Halloween from 3:00 p.m. on October 31
13 until 10:00 a.m. on November 1. In even numbered years, Brooke
14 shall have the children for Halloween from 3:00 p.m. on October 31
15 until 10:00 a.m. on November 1;

16 c. THANKSGIVING: In even numbered years, Charlie
17 shall have the children on alternating Thanksgiving holidays from
18 Thanksgiving Day at 10:00 a.m. until the day after Thanksgiving at
19 10:00 a.m. In odd numbered years, Brooke shall have the children
20 on alternating Thanksgiving holidays from Thanksgiving Day at
21 10:00 a.m. until the day after Thanksgiving at 10:00 a.m.;

22 d. CHRISTMAS DAY: In odd numbered years, Charlie
23 shall have the children on Christmas Day from 10:00 a.m. on
24 December 25th until 10:00 a.m. on December 26th. In even numbered
25 years, Brooke shall have the children on Christmas Day from 10:00
26 a.m. on December 25th until 10:00 a.m. on December 26th;

27 e. CHRISTMAS EVE: In even numbered years, Charlie
28 shall have the children on Christmas Eve from 10:00 a.m. on

2 December 24th until 10:00 a.m. on December 25th. In odd numbered
3 years, Brooke shall have the children on Christmas Eve from 10:00
4 a.m. on December 24th until 10:00 a.m. on December 25th;

5 f. CHILDREN'S BIRTHDAY: In even numbered years,
6 Charlie shall have the children on March 14th from 10:00 a.m. until
7 March 15th at 10:00 a.m. In odd numbered years, Brooke shall have
8 the children on March 14th from 10:00 a.m. until March 15th at 10:00
9 a.m.

10 g. VACATIONS: Each party shall be entitled to
11 equal and reasonable vacation time with the minor children. If
12 the parties are unable to agree upon equal or reasonable vacation
13 times with the minor children, either party may apply to a Court
14 of competent jurisdiction to set a reasonable and equal vacation
15 plan.

16 **E. MISCELLANEOUS FURTHER ORDERS RE CUSTODY**

17 1. Both parties are authorized to travel out-of- state
18 and outside of the United States with the minor children during
19 their respective custodial periods without the written consent of
20 the other parent. In the event that written consent may be
21 required by airline personnel or customs, then both parties shall
22 cooperate with each other and provide written permission for such
23 travel immediately upon request. The traveling parent shall
24 provide a full itinerary to the other parent at least 7 days
25 (except in the case of an emergency) prior to departure, including
26 but not limited, name of airline, flight numbers, scheduled
27 departure and arrival times, address(es) where the children will
28 be staying while traveling and telephone number(s), including land

2 line(s), for telephone contact during travel. In the case of an
3 emergency, the traveling parent traveling with the children less
4 than 7 days prior to the date of departure shall fax and/or email
5 to the other parent all of the required information set forth
6 above within 24 hours of scheduling.

7 2. Neither party shall make derogatory or disparaging
8 remarks about the other to or in the presence of, or within the
9 hearing of the minor children. Each party shall make all efforts
10 to keep third parties from making derogatory or disparaging
11 remarks about the other parent within the hearing of, or in the
12 presence of, the minor children.

13 3. Except as to setting a vacation plan, the Court
14 finds that, except as specifically provided herein, the parenting
15 plan set forth in this Stipulated Judgment shall be deemed a FINAL
16 judicial custody determination for purposes of the changed
17 circumstances rule, and this statement constitutes a clear,
18 affirmative indication that the parties intend such a result
19 within the meaning of *Montenegro v. Diaz* (2001) 26 Cal.4th 249.
20 Accordingly, the custody orders set forth in this Further Judgment
21 shall NOT be subject to modification based on the best interests
22 of the children, except as specifically provided herein. Instead,
23 the party seeking modification shall have to demonstrate a
24 significant change of circumstances.

25 **V. CHILD SUPPORT.**

26 1. Commencing on April 18, 2010, Charlie shall pay to
27 Brooke the sum of \$55,000 per month as and for child support,
28 \$27,500 per month for Bob, and \$27,500 per month for Max, payable

2 on the 1st day of each month, and continuing each month thereafter
3 until the first of any of the following occurs with regard to a
4 child:

5 a. The children both attain the age of 18,
6 subject to item (e) hereafter;

7 b. The children die;

8 c. The children marry;

9 d. The children become emancipated;

10 e. If either of the children remain unmarried,
11 attain the age of 18, and is enrolled as a full-time high school
12 student and is not self-supporting, the referenced support will
13 continue until such time as he completes the 12th grade or attains
14 the age of 19, whichever first occurs; or

15 f. Further order of the Court.

16 For the month of April 2010, Charlie shall pay to Brooke
17 forthwith as and for child support the sum of \$20,166.67, which is
18 11/30 of \$55,000.00.

19 2. Pending Brooke's relocation from the Aubrey
20 Residence, Charlie shall continue to pay any and all of Brooke's
21 and the minor children's expenses in accordance with the regular
22 course of payment of expenses during the parties' marriage.

23 3. Charlie shall maintain health insurance for each of
24 the minor children for as long as he is obligated to pay child
25 support for each of the minor children.

26 4. As and for additional child support, Charlie shall
27 pay one hundred percent (100%) of all uninsured medical, dental,
28 orthodontia, optical, pharmaceutical, agreed upon or court ordered

2 therapy and other health-related expenses for the minor children.
3 The parties shall consult with each other and agree on any
4 elective surgery for the minor children and on any course of
5 treatment the cost of which is anticipated to be more than \$1000
6 per year per child. Neither party shall unreasonably withhold
7 consent for elective surgery or course of treatment.
8 Notwithstanding the provisions above, in the case of a medical
9 emergency for either minor child, the parent with custody of the
10 minor child during the emergency shall be authorized to make
11 emergency medical decisions, and shall notify the other party as
12 set forth herein.

13 5. Brooke and Charlie shall equally pay (50-50%) any
14 and all costs incurred on behalf of the minor children's agreed
15 upon extracurricular activities.

16 6. Pursuant to the joint legal custody provisions set
17 forth herein, the parties shall confer and neither party shall
18 make unilateral decisions related to the children's enrollment or
19 termination in any particular private or public school. In the
20 event that either of the children are enrolled in private school
21 (including pre-school, elementary school, middle school or high
22 school), either mutually agreed upon between the parties and/or
23 court ordered, and Charlie shall be solely responsible for all of
24 the costs associated therewith, including, but not limited to,
25 tuition, fees, textbooks, uniforms, supplies, etc. Neither party
26 shall unreasonably withhold their consent to any private school(s)
27 proposed by the other party. This paragraph is modifiable in the
28 event of a change of Charlie's financial circumstances.

2 7. Charlie shall indemnify and hold Brooke free and
3 harmless from the obligations for expenses set forth in Paragraphs
4 "4", "5" and "6" immediately above. To the extent that one party
5 pays any expense for the minor children for which the other party
6 is responsible, the paying party shall submit proof of the expense
7 and proof of payment to the other party, and the other party shall
8 reimburse the paying party the amount for which she/he is
9 responsible within fifteen (15) calendar days of the mailing of
10 such proof of the expense. The Superior Court of the State of
11 California, County of Los Angeles shall retain jurisdiction to
12 enforce the provisions hereof and to resolve any disputes related
13 thereto.

14 8. Notwithstanding paragraph "9" below, in no event
15 and under no circumstances shall the child support paid by Charlie
16 for Bob and Max, be less than the child support paid by Charlie to
17 Denise Richards for Sam and Lola. For example, if after year 3 on
18 May 1, 2013, the Court order continues to provide that Charlie pay
19 to Denise the sum of \$55,000 per month for Sam and Lola, then he
20 shall continue to pay to Brooke \$55,000 per month. The sum
21 received by Denise for child support shall be the minimum sum that
22 Brooke shall receive for Bob and Max. The Court finds and the
23 parties agree that Brooke does not have the assets, earning
24 capacity or earnings that Denise has. Bob and Max do not have the
25 trust funds that Sam and Lola have. Therefore, they shall never
26 receive less in monthly child support.

27 9. The Court finds that the parties have agreed that
28 it is in Bob and Max's best interests that the minor children

2 receive the combined monthly lump sum payment of \$55,000 as and
3 for child support for a period of at least three years and
4 continuing thereafter unless modified by a Court. However, in the
5 event that either party seeks to modify child support after April
6 30, 2013 then the party seeking a modification shall not have the
7 burden of establishing a change of circumstances and the reviewing
8 Court shall conduct its review of the child support provisions
9 herein on a *de novo* basis.

10 10. This Court finds that Brooke and Charlie are fully
11 informed of their rights under the California child support
12 guidelines (Family Code §4055, *et seq.*) and that they have agreed
13 upon the child support set forth herein without coercion or
14 duress. This Court further finds that the support provision as
15 set forth herein is in the best interests of the parties' minor
16 children, and that the minor childrens' needs will be adequately
17 met pursuant to these terms. This Court further finds that the
18 right to support has not been assigned to any county and no
19 application for public assistance is pending.

20 **VI. SPOUSAL SUPPORT.**

21 A. Effective forthwith, Brooke has forever absolutely
22 waived any and all rights which Brooke may have to seek spousal
23 support from Charlie, and in no event, and under no circumstances,
24 can Brooke obtain spousal support from Charlie at any time or in
25 any amount. Brooke understands that as a result of Brooke's
26 absolute waiver of spousal support, no Court shall ever obtain or
27 retain jurisdiction to award any spousal support from Charlie to
28 Brooke. This jurisdictional limitation is absolutely

2 nonmodifiable and no Court shall ever have the power to order
3 Charlie to pay spousal support to Brooke. Having made this waiver,
4 Brooke recognizes that Brooke is precluded from making any
5 subsequent claim for spousal support and that this waiver may
6 result in hardship to Brooke in the future. Brooke acknowledges
7 and represents that Brooke understands the legal effect and
8 consequences of this waiver as explained by Brooke's attorney, and
9 with full knowledge and understanding thereof, Brooke voluntarily
10 enters into this waiver. This Stipulated Judgment shall forever
11 terminate the right of Brooke to ask for spousal support from
12 Charlie, the power of any Court to order it, and Brooke's right to
13 receive it.

14 B. Effective forthwith, Charlie has forever absolutely
15 waived any and all rights which Charlie may have to seek spousal
16 support from Brooke, and in no event, and under no circumstances,
17 can Charlie obtain spousal support from Brooke at any time or in
18 any amount. Charlie understands that as a result of Charlie's
19 absolute waiver of spousal support, no Court shall ever obtain or
20 retain jurisdiction to award any spousal support from Brooke to
21 Charlie. This jurisdictional limitation is absolutely
22 nonmodifiable and no Court shall ever have the power to order
23 Brooke to pay spousal support to Charlie. Having made this
24 waiver, Charlie recognizes that Charlie is precluded from making
25 any subsequent claim for spousal support and that this waiver may
26 result in hardship to Charlie in the future. Charlie acknowledges
27 and represents that Charlie understands the legal effect and
28 consequences of this waiver as explained by Charlie's attorney,

2 and with full knowledge and understanding thereof, Charlie
3 voluntarily enters into this waiver. This Stipulated Judgment
4 shall forever terminate the right of Charlie to ask for spousal
5 support from Brooke, the power of any Court to order it, and
6 Charlie's right to receive it.

7 C. The parties have carefully bargained for the above
8 waivers of support as provided in this Stipulated Judgment, and
9 the provisions of this Paragraph on spousal support are intended
10 to comply with the requirements of: *In re Marriage of Vomacka*
11 (1984) 36 Cal.3d 459; *In re Marriage of Brown* (1995) 35
12 Cal.App.4th 785; and *In re Marriage of Iberti* (1997) 55
13 Cal.App.4th 1434.

14 **VII. ATTORNEYS' FEES AND COSTS.**

15 A. Charlie shall pay to Trope and Trope as a contributive
16 portion of Brooke's fees and costs the sum of \$50,000.00.
17 Thereafter, each party shall bear their own attorneys' fees,
18 professional fees and other costs associated with this matter, and
19 each party indemnifies and holds the other party harmless from the
20 attorneys fees, professional fees, and other costs associated with
21 this matter.

22 B. In the event that either of the parties hereto shall
23 bring any action or proceeding to enforce any provision contained
24 in this Stipulated Judgment, or to enforce any judgment or order
25 made by a court in connection with this Stipulated Judgment or the
26 dissolution of the parties, the Court shall award attorneys fees
27 to the party prevailing in such action or proceeding, and shall
28 order the non-prevailing party to pay the other party's reasonable

2 attorneys' fees and reasonable and necessary costs in respect
3 thereto as shall be fixed by the Court.

4 **VIII. TAXES.**

5 A. The Court finds that the parties have acknowledged that
6 they filed separate personal federal and state income tax returns
7 for the calendar years during which they were married through
8 2008. If any deficiencies or other types of charges are assessed
9 or imposed against the parties by reason of said returns, such
10 deficiencies (including interest, penalties, assessments and
11 excise taxes) and the cost of defending any such deficiencies or
12 charges shall be paid according to the character and owner of the
13 deduction regarding which the deficiency or other types of charges
14 assessed or imposed. The "cost of defending" as used in this
15 section shall include, without limitation, attorneys' fees,
16 accountants' fees and other legal costs.

17 B. The parties may elect to file joint state and federal
18 tax returns for calendar year 2009. In the event the parties are
19 unable to agree to file jointly for calendar year 2009 and all
20 subsequent years, the parties shall file separate state and
21 federal income tax returns, and shall indemnify and hold each
22 other harmless from and against any tax liability attributable to
23 each other's respective returns. a) Each of the parties shall
24 solely assume and pay any and all tax consequences with respect to
25 assets awarded to her and him, and shall indemnify and hold the
26 other party harmless therefrom. The Court finds that by the
27 provisions of this Stipulated Judgment, the parties have intended
28 to effect an equal division of their community estate, and the

2 parties have agreed that their division of community property
3 represents an allocation of property between equal owners which
4 does not constitute a sale or exchange of property by either of
5 them. The Court finds that the parties have agreed that all
6 payments and allocations of property hereunder are transfers of
7 property incident to divorce, within the meaning of Internal
8 Revenue Code §1041(a)(2), and that, except as expressly provided
9 for herein, the tax basis of each asset allocated or paid
10 hereunder has not changed and will not change by reason of such
11 allocation, division or payment.

12 **IX. RELEASE OF ESTATES AND SURVIVOR BENEFITS.**

13 A. The Court finds that Brooke and Charlie have each waived
14 any and all right to inherit from the estate of the other at his
15 or her death, or to take property from the other by devise or
16 bequest, unless under a Will executed subsequent to the separation
17 date, or to claim any family allowance or probate homestead, or to
18 act as administrator or administratrix of the estate of the other,
19 except as the nominee of another person legally entitled to said
20 right, or to act as the executor or executrix under the Will of
21 the other, unless under a Will executed subsequent to the
22 separation date.

23 B. The Court finds that Brooke and Charlie have each waived
24 any and all right to receive surviving spouse benefits or any
25 other form of interest or benefit under any private, non-
26 governmental, pension or retirement plan in which the other spouse
27 is a participant.

28 C. The Court finds that Brooke and Charlie have each waived

2 any and all right to receive any and all benefits arising out of
3 or related to each other's extended family or any entity owned or
4 controlled by the other's family.

5 **X. CONSTRUCTION OF STIPULATED JUDGMENT.**

6 This Stipulated Judgment has been prepared as a result of the
7 joint efforts of the parties and counsel for the parties and is to
8 be construed simply and fairly and not strictly for or against
9 either of the parties hereto. The Court finds that each party has
10 acknowledged that he/she has read this Stipulated Judgment and
11 understands all of the terms hereof.

12 **XI. EXECUTION OF DOCUMENTS AND RESERVATION OF JURISDICTION.**

13 The parties shall perform all acts and execute any and all
14 documents necessary to effectuate and carry out the terms of this
15 Stipulated Judgment. The Court shall retain jurisdiction in order
16 to effectuate and enforce any of the terms of this Stipulated
17 Judgment, including, but not limited to, the appointment of the
18 County Clerk or a Deputy County Clerk to execute any documents
19 necessary to carry out the terms of this Stipulated Judgment
20 should one or the other of the parties refuse or fail to do so.
21 In such event, the party requesting the execution of any such
22 document may make ex parte application to the Court, upon forty-
23 eight (48) hours written notice to the other party or counsel for
24 the other party.

25 **XII. MODIFICATION OF THE PROVISIONS OF THIS STIPULATED JUDGMENT.**

26 THE COURT FINDS that this Stipulated Judgment, and the rights
27 and duties set forth herein, may not be waived, altered, amended,
28 terminated or modified, in whole or in part, except by a

2 subsequent written document that is signed by each of the parties,
3 or by further order of court.

4 **XIII. PARTIES BOUND.**

5 THE COURT FINDS that the parties have agreed that this
6 Stipulated Judgment shall inure to the benefit of, and be binding
7 upon, the parties hereto and their respective heirs, executors,
8 administrators, successors, assigns and legal representatives.

9 **XIV. JURISDICTION.**

10 The Superior Court of the State of California, County of Los
11 Angeles shall reserve jurisdiction over the parties and property
12 in this Stipulated Judgment, to make any and all other and further
13 orders, after the entry of this Stipulated Judgment, as may be
14 necessary to interpret, supervise, enforce, and compel compliance
15 with, the terms and provisions of this Stipulated Judgment.

16 Said reserved jurisdiction shall include, but is not limited to:

- 17 (1) To supervise or otherwise enforce the division and
- 18 confirmation of property.
- 19 (2) To enforce the tax provisions.
- 20 (3) To order the clerk of court to execute documents
- 21 upon the failure of either party to do so as
- 22 required by this Stipulated Judgment or order of
- 23 the Court.
- 24 (4) To enforce child support obligations.
- 25 (5) To enforce all other executory provisions hereto.

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2 **XV. MISCELLANEOUS PROVISIONS.**

3 A. The Superior Court of the State of California, County of
4 Los Angeles finds that Brooke has represented and warranted to
5 Charlie that Brooke has not previously transferred any interest in
6 any of the property awarded or confirmed to Charlie pursuant to
7 this Stipulated Judgment, and except as set forth in this
8 Stipulated Judgment, Brooke has not created and will not create
9 (either voluntarily or involuntarily) any lien or encumbrance upon
10 any property confirmed and awarded to Charlie.

11 B. The Superior Court of the State of California, County of
12 Los Angeles finds that Charlie has represented and warranted to
13 Brooke that Charlie has not previously transferred any interest in
14 any of the property awarded or confirmed to Brooke pursuant to
15 this Stipulated Judgment, and except as set forth in this
16 Stipulated Judgment, Charlie has not created, and will not create
17 (either voluntarily or involuntarily), any lien or encumbrance
18 upon any property confirmed and awarded to Brooke.

19 C. Each party shall provide to the other party all
20 documents, including but not limited to warranty information,
21 owner's manuals, keys, remote control devices and invoices which
22 he or she has in his or her possession regarding property awarded
23 to the other party herein.

24 D. Each party shall have the right, and the other party
25 shall cooperate by doing all reasonable acts and supplying all
26 appropriate documents, to confirm, if reasonably necessary,
27 compliance with all provisions under this Stipulated Judgment.

28 E. The party receiving specific property under this

2 Stipulated Judgment shall be entitled to, and the other party
3 shall transfer and assign to him or her, all rights, titles, and
4 interest in the property, and such party also shall be entitled to
5 existing insurance in the property, and the benefits, if any, of
6 premiums previously paid on that insurance, and each party shall
7 be solely responsible for the payment of all premiums due
8 thereafter under the insurance policy terms if the party decides,
9 in his or her sole discretion, to maintain said policy in force.

10 F. The party receiving specific property under this
11 Stipulated Judgment shall pay, from and after the Effective Date
12 of this Stipulated Judgment, all taxes assessed against such
13 property including, but not limited to, property taxes and federal
14 and state taxes upon sale, and all costs of maintenance thereof,
15 and neither party will be responsible for the taxes, from and
16 after the Effective Date of this Stipulated Judgment, related to
17 the property transferred to the other.

18 G. Effect of Waiver. THE COURT ORDERS that no waiver of
19 the breach of any of the terms or provisions of this Stipulated
20 Judgment shall be a waiver of any preceding or succeeding breach
21 of the same or any other provision of this Stipulated Judgment.

22 H. Applicable Law/Forum. THE COURT FINDS that this
23 Stipulated Judgment is entered into in the State of California and
24 THE COURT ORDERS that it shall be construed and interpreted under
25 and in accordance with the laws of the State of California
26 applicable to judgments made to be wholly performed in the State
27 of California. THE COURT FURTHER ORDERS that neither party shall
28 file any action, motion, or proceeding outside of California to

2 adjudicate any issue set forth in this Stipulated Judgment, and
3 any modification or change as to the issues set forth in this
4 Stipulated Judgment shall be adjudicated solely by the Los Angeles
5 Superior Court-Central District.

6 I. Representations. THE COURT FINDS that neither of the
7 parties, nor any of his or her representatives, has made any
8 representation or warranty to the other party upon which the other
9 party is relying in entering into this Stipulated Judgment, except
10 as otherwise may be expressly provided in this Stipulated
11 Judgment.

12 J. Cumulative Remedies. THE COURT ORDERS that all rights
13 and remedies of the parties hereto are separate and cumulative,
14 and that no one of them, whether exercised or not, shall be deemed
15 to limit or exclude any other rights or remedies which the parties
16 may have. THE COURT FURTHER ORDERS that the parties shall not be
17 deemed to waive any of their rights or remedies under this
18 Stipulated Judgment except by a duly executed written waiver. No
19 delay or omission on the part of any party in exercising any right
20 or remedy shall operate as a waiver of such right or remedy or any
21 other right or remedy. A waiver of any right or remedy on any one
22 occasion shall not be construed as a bar to or waiver of such
23 right or remedy on any future occasion.

24 K. Dissemination of Information: Brooke agrees to not
25 disclose to any media sources personal information relating to
26 Charlie's sexual affairs or alleged drug usage. Charlie agrees
27 to not disclose to any media sources personal information relating
28 to Brooke's alleged drug usage.

2 L. Severability. In the event that any term or provision
3 of this Stipulated Judgment is found to be void, voidable or
4 unenforceable, the remaining terms and provisions of this
5 Stipulated Judgment shall remain in full force and effect.

6 M. Disclosure Statements. THE COURT FINDS that the parties
7 have each served on the other both preliminary and final
8 declarations of disclosure, with attachments, and that each party
9 is satisfied with the sufficiency of the other's preliminary and
10 final declarations of disclosure.

11 N. Trial and Stipulated Judgment Relief Waivers. With
12 regard to this Stipulated Judgment, the Court finds that the
13 Parties each waive a statement of decision, the right to a new
14 trial, the right to petition for a rehearing, the right to appeal,
15 and any rights under the Soldiers' and Sailors' Civil Relief Act
16 of 1940, as amended.

17 O. Notices. Any notice under this Stipulated Judgment must
18 be in writing and shall be effective upon delivery by hand, via
19 facsimile transmission, or three (3) business days after deposit
20 in the United States mail, postage prepaid, certified or
21 registered, and addressed to Charlie or to Brooke (as the case may
22 be) at the last known address for the party. Notice of change of
23 address shall be effective only when done in accordance with this
24 paragraph, or as otherwise agreed in writing between the parties.

25 **XVI. ADVISEMENT RE FUTURE PROPERTY RIGHTS.**

26 THE COURT FINDS that the parties acknowledge Family Code
27 §2024 which states:

28 "Dissolution or annulment of your marriage

2 may automatically cancel your spouse's rights
3 under your will, trust, retirement benefit
4 plan, power of attorney, pay on death bank
5 account, transfer on death vehicle
6 registration, survivorship rights to any
7 property owned in joint tenancy, and an other
8 similar thing. It does not automatically
9 cancel your spouse's rights as beneficiary of
10 your life insurance policy. If these are not
11 the results that you want, you must change
12 your will, trust, account agreement, or other
13 similar document to reflect your actual
14 wishes.

15 Dissolution or annulment of your marriage may
16 also automatically cancel your rights under
17 your spouse's will, trust, retirement benefit
18 plan, power of attorney, pay on death bank
19 account, transfer on death vehicle
20 registration, survivorship rights to any
21 property owned in joint tenancy, and an other
22 similar thing. It does not automatically
23 cancel your rights as beneficiary of your
24 spouse's life insurance policy.

25 You should review these matters, as well as
26 any credit cards, other credit accounts,
27 insurance policies, retirement benefit plans,
28 and credit reports to determine whether they

2 should be changed or whether you should take
3 any other actions in view of the dissolution
4 or annulment of your marriage, or your legal
5 separation."

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2 **XVII. ADMONISHMENT TO SEEK INDEPENDENT LEGAL ADVICE.**

3 THE COURT FINDS that, based on the above Family Code §2024,
4 each party has been advised and admonished to immediately seek
5 independent legal advice from an attorney who is Certified by the
6 State Bar of California, Board of Legal Specialization, as an
7 Estate Planning Law specialist or another qualified professional
8 to ensure the disposition of the separate estate of each party in
9 accordance with each party's wishes.

10 **APPROVED AS TO FORM AND CONTENT:**

11
12 Dated: May 20, 2010



BROOKE MUELLER SHEEN

13
14 Dated: May 19, 2010



CHARLIE SHEEN

15 **APPROVED AS TO FORM:**

16 Dated: May 20, 2010


TROPE AND TROPE

17
18 By: 

LORI A. HOWE
Attorneys for Brooke Mueller Sheen

19
20 Dated: May 20, 2010

BROT & GROSS, LLP

21
22 By: 

MARK P. GROSS
Attorneys for Charlie Sheen

23
24 **IT IS SO ORDERED:**

25
26 Dated: _____

JUDGE OF THE SUPERIOR COURT

27
28

2 **XVII. ADMONISHMENT TO SEEK INDEPENDENT LEGAL ADVICE.**

3 THE COURT FINDS that, based on the above Family Code §2024,
4 each party has been advised and admonished to immediately seek
5 independent legal advice from an attorney who is Certified by the
6 State Bar of California, Board of Legal Specialization, as an
7 Estate Planning Law specialist or another qualified professional
8 to ensure the disposition of the separate estate of each party in
9 accordance with each party's wishes.

10 **APPROVED AS TO FORM AND CONTENT:**

11
12 Dated: May 20, 2010 Brooke Mueller Sheen
13 BROOKE MUELLER SHEEN

14 Dated: May 19, 2010 Charlie Sheen
15 CHARLIE SHEEN

16 **APPROVED AS TO FORM:**

17 Dated: May 20, 2010 TROPE AND TROPE
18 By: Lori A. Howe
19 LORI A. HOWE
Attorneys for Brooke Mueller Sheen

20 Dated: May 20, 2010 BROT & GROSS, LLP
21
22 By: Mark P. Gross
23 MARK P. GROSS
Attorneys for Charlie Sheen

24 **IT IS SO ORDERED:**

25
26 Dated: _____
27 JUDGE OF THE SUPERIOR COURT

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2 **XVII. ADMONISHMENT TO SEEK INDEPENDENT LEGAL ADVICE.**

3 THE COURT FINDS that, based on the above Family Code §2024,
4 each party has been advised and admonished to immediately seek
5 independent legal advice from an attorney who is Certified by the
6 State Bar of California, Board of Legal Specialization, as an
7 Estate Planning Law specialist or another qualified professional
8 to ensure the disposition of the separate estate of each party in
9 accordance with each party's wishes.

10 **APPROVED AS TO FORM AND CONTENT:**

11
12 Dated: May 20, 2010 Brooke Mueller Sheen
13 BROOKE MUELLER SHEEN

14 Dated: May 19, 2010 Charlie Sheen
15 CHARLIE SHEEN

16 **APPROVED AS TO FORM:**

17 Dated: May 20, 2010 TROPE AND TROPE
18 By: Lori A. Howe
19 LORI A. HOWE
Attorneys for Brooke Mueller Sheen

20 Dated: May 20, 2010 BROT & GROSS, LLP
21
22 By: Mark P. Gross
23 MARK P. GROSS
Attorneys for Charlie Sheen

24 **IT IS SO ORDERED:**

25
26 Dated: _____
27 JUDGE OF THE SUPERIOR COURT

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