

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address). Dermot Mulroney c/o Law & Mediation Office of Peter Spelman 11611 San Vicente Blvd. Suite 1030 Los Angeles, CA 90049 TELEPHONE NO.: (310) 207-2828 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Dermot Mulroney, In Pro Per		FOR COURT USE ONLY FILED LOS ANGELES SUPERIOR COURT OCT 30 2007 JOHN A. CLARKE, CLERK <i>C. Calvo</i> C. CALVO, DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central		
PETITIONER: Dermot Mulroney RESPONDENT: Catherine Keener		
NOTICE OF ENTRY OF JUDGMENT		
		CASE NUMBER: Hon. T. Lewis BD467319 DEPT. 79 MEDIATED CASE

- You are notified that the following judgment was entered on (date): **OCT 30 2007**
- ☒ Dissolution
 - ☐ Dissolution—status only
 - ☐ Dissolution—reserving jurisdiction over termination of marital status or domestic partnership
 - ☐ Legal separation
 - ☐ Nullity
 - ☐ Parent-child relationship
 - ☐ Judgment on reserved issues
 - ☐ Other (specify):

Date: **OCT 30 2007**

Clerk, by *C. Calvo*, Deputy
CARMEN CALVO

— NOTICE TO ATTORNEY OF RECORD OR PARTY WITHOUT ATTORNEY —

Under the provisions of Code of Civil Procedure section 1952, if no appeal is filed the court may order the exhibits destroyed or otherwise disposed of after 60 days from the expiration of the appeal time.

STATEMENT IN THIS BOX APPLIES ONLY TO JUDGMENT OF DISSOLUTION Effective date of termination of marital or domestic partnership status (specify): WARNING: Neither party may remarry or enter into a new domestic partnership until the effective date of the termination of marital or domestic partnership status, as shown in this box.	DEC 19 2007
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CLERK'S CERTIFICATE OF MAILING

I certify that I am not a party to this cause and that a true copy of the Notice of Entry of Judgment was mailed first class, postage fully prepaid, in a sealed envelope addressed as shown below, and that the notice was mailed at (place):

Date: OCT 30 2007 Name and address of petitioner or petitioner's attorney Dermot Mulroney c/o Law & Mediation Office of Peter Spelman 11611 San Vicente Blvd., #1030 Los Angeles, CA 90049	Date: OCT 30 2007 Name and address of respondent or respondent's attorney Catherine Keener c/o Law & Mediation Office of Peter Spelman 11611 San Vicente Blvd., #1030 Los Angeles, CA 90049
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1 death, further order of court, or July 1, 2017, at which time such jurisdiction shall terminate
2 absolutely and forever.

3 c) Pursuant to the parties' agreement, the Court shall retain jurisdiction over
4 spousal support from Respondent to Petitioner until the first to occur of the following:
5 Petitioner's remarriage, either party's death, further order of court, or July 1, 2017, at which time
6 such jurisdiction shall terminate absolutely and forever.

7 d) Except as otherwise ordered herein each party has forever waived and
8 released the other from any and all claims for spousal support. Each party has acknowledged
9 that his/her waiver and release of spousal support claims, except as otherwise ordered herein, is
10 irrevocable and that he/she can not later petition any court in California or elsewhere for any
11 support from the other, notwithstanding that he/she may have a material change of economic or
12 other circumstances from those existing at the time this Judgment is signed which would make
13 such waiver and release a hardship. Each party has agreed that except as otherwise ordered
14 herein this Court will not reserve jurisdiction of the matter of spousal support from one party to
15 the other, and, accordingly, that there cannot be any later judicial modification or revocation of
16 his/her agreement that the other party will never have any obligation to pay spousal support to
17 such party, except as otherwise ordered herein. Based on the parties' agreement, the Court
18 orders that except as otherwise ordered herein, no spousal support is awarded to either party and
19 the Court does not reserve jurisdiction over the issue of spousal support from one party to the
20 other. The Court further orders that except as otherwise ordered herein, no court will ever have
21 jurisdiction to order such spousal support in the future, notwithstanding a material change of
22 economic or other circumstances of either party and notwithstanding an application for such
23 support made to this or any court at any time by either party. Each party's waiver of the right to
24 spousal support, and his/her agreement that the Court will not retain jurisdiction to ever order
25 such support, except as otherwise ordered herein, were made willingly, without duress, coercion
26 or pressure of any kind. The parties have carefully bargained for the termination of spousal
27 support, except as otherwise ordered herein, and the provisions of this paragraph are intended to
28 comply with the requirements of Marriage of Vomacka (1984) 36 Cal.3d 459, Marriage of

1 Brown (1995) 35 Cal.App.4th 785, and Marriage of Iberti (1997) 55 Cal.App.4th 1434 to make
2 clear that no court will ever have authority to modify the amount or duration of spousal support
3 from either party to the other. Each party's waiver of the right to spousal support, and his/her
4 agreement that the Court will not retain jurisdiction to ever order such support except as
5 otherwise ordered herein, were made willingly, without duress, coercion or pressure of any kind.

6 e) The termination of the court's jurisdiction over spousal support and the
7 limitations on such support as ordered in this Judgment are absolute, irrevocable, and non-
8 modifiable under any and all circumstances.

9
10 15. The Court makes the following findings and orders regarding income taxes:

11 a) The parties filed joint federal and state income tax returns for all the years
12 during which they were married, and will for calendar year 2006. If any deficiency shall be
13 assessed against the parties by reason of such joint income tax returns, or any of them, such
14 deficiency (including taxes, interest, and penalties) and the cost of defending against any such
15 assessment shall be the joint (50/50) responsibility of the parties. The parties shall equally divide
16 any refunds from such joint returns.

17 b) The parties, as between themselves, shall file separate income tax returns
18 for calendar year 2007 and thereafter.

19 c) Each of the parties shall solely assume and pay any and all tax
20 consequences with respect to assets awarded to him or her, and shall indemnify and hold the
21 other party harmless therefrom. The Court finds that by the provisions of this Stipulated
22 Judgment, the parties have intended to effect an equal division of their presently existing
23 community estate. The parties have agreed that their division of community property represents
24 an allocation of property between equal owners that does not constitute a sale or exchange of
25 property by either of them. The Court finds that the parties have agreed that all payments and
26 allocations of property set forth in this Stipulated Judgment are transfers of property incident to
27 divorce, within the meaning of Internal Revenue Code § 1041(a)(2), and that the tax basis of
28

1 each asset allocated or confirmed hereunder has not changed and will not change by reason of
2 such allocation, division or confirmation.

3
4 16. The Court makes the following findings regarding the conduct of this dissolution
5 of marriage proceeding:

6 a) The parties chose to resolve this dissolution proceeding through
7 mediation, with Peter Spelman, Esq., of the Law & Mediation Office of Peter Spelman as the
8 mediator.

9 b) The mediator advised both Petitioner and Respondent that they have and
10 had the right to an independent family law attorney of their choice at any time during the
11 dissolution process, including, without limitation, prior to the commencement of mediation,
12 during the mediation (including having the attorney attend mediation sessions) and after reaching
13 (but before signing) any written agreement(s), including this Judgment. Notwithstanding the
14 mediator's advice, neither party chose not to have an attorney advise or represent them at any
15 time in this proceeding, and each party made such decision carefully, willingly, voluntarily, and
16 without any pressure or duress from anyone.

17 c) The mediator informed the parties of their right to conduct discovery in
18 this proceeding, and explained to them the kinds of discovery available to them, and they each
19 waived their respective rights to such discovery. The parties have relied entirely on the
20 voluntary exchange of information and documents.

21 d) The parties have not relied upon any representation of the mediator in any
22 manner or form in regard to the nature, extent or value of the community assets or obligations, or
23 any other matters whatsoever.

24 e) The parties acknowledge that they have each read and understand this
25 Judgment and its legal effect, and they have consented to all of its terms freely and voluntarily.

26
27 17. Neither party shall hereafter incur any debt chargeable against the other or his or
28 her estate nor contract any debt or obligation in the name of the other, and each party shall

1 indemnify and hold the other harmless from and against any such debt incurred or created by the
2 indemnifying party. Each party has warranted to the other that he or she has not incurred any
3 unpaid liability or obligation upon which the other is or may be liable except as previously
4 disclosed to the other in writing, and each party shall indemnify the other from any such liability
5 or obligation incurred or created by such indemnifying party. If not already done, each party
6 shall promptly surrender and/or cancel all credit cards and charge accounts upon which the other
7 would, is or may become liable.

8
9 18. This Judgment shall be a final and complete settlement of all of the rights and
10 obligations of the parties arising out of their marriage and premarital relationship. Except as
11 otherwise expressly provided in this Judgment, each party has released the other from any and all
12 debts, liabilities and obligations of every kind owing to the other, whether incurred before or
13 after the effective date of this Judgment.

14
15 19. Except for the claims, demands and rights provided in this Judgment, which
16 claims, demands and rights are expressly reserved from the operation of this paragraph, each of
17 the parties hereto, for himself and herself and their respective heirs, executors, administrators,
18 and assigns, has released and discharged the other party and his or her respective heirs,
19 executors, administrators and assigns of and from any and all past claims and demands of every
20 kind, nature and description arising from the parties' premarital and/or marital relationship.

21
22 20. The Court makes the following orders regarding attorney's and mediator's fees
23 and costs in this proceeding:

24 a) The parties shall be jointly and severally liable and responsible for the
25 mediator's fees and costs in this dissolution of marriage proceeding, and each party shall pay
26 one-half (50%) of such fees and costs.

27 b) Each party shall be solely responsible for his/her own attorney's fees and
28 costs, if any, incurred in this proceeding.

LAW & MEDIATION OFFICE OF PETER SPELMAN
11611 San Vicente Boulevard, Suite 1030
Los Angeles, California 90049
Telephone: (310) 267-2828

21. Each of the parties shall execute and deliver promptly any documents and instruments now or hereafter necessary or convenient to vest the titles and estates in them respectively, as provided in this Judgment, and at any time and from time to time shall execute and deliver all other instruments which may be necessary and proper to effectuate the purpose and intent of this Judgment. Should either party fail to sign any such document necessary or proper to effectuate the purpose and intent of the Judgment after 10 days written request has been given by the other party, the Clerk of the Los Angeles Superior Court shall have the authority and shall execute any such documents and instruments on an *ex parte* basis; provided, however, that the party seeking such relief has given at least 24 hours advance oral notice to the other party of the relief being sought. Notwithstanding the failure or refusal of either party to execute any such instrument, this Judgment shall constitute a full and complete transfer and conveyance of the properties herein designated as being transferred, conveyed or assigned by each party.

22. The Court retains jurisdiction to resolve any disputes arising under this Judgment and to enforce any executory provisions of this Judgment. Pursuant to the parties' agreement, they shall return to mediation for at least two (2) sessions with a mutually chosen mediator prior to either party commencing any court proceeding in connection with any provision of this Judgment, except in case of emergency.

23. Each party has waived notice of trial, the right to request a statement of decision, time for appeal, right to appeal, time for motion for a new trial, and right to move for a new trial, with respect to this Judgment, and the parties have agreed that this matter may be heard by a Judge Pro Tempore.

24. The terms and conditions as set forth in this Judgment are the product of the efforts of Petitioner and Respondent. Each of the parties has read and approved the provisions of this Judgment by affixing his/her signature below. In the event of reconciliation between the

parties, the terms and provisions set forth in this Judgment, except as to the termination of marital status, nevertheless shall continue in full force and effect until otherwise modified, altered, or terminated in writing by the parties. The parties have stipulated and agreed that if for any reason whatsoever any portion of this Stipulated Judgment is unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining portions of this Judgment.

25. Confidentiality:

a) The Court finds that the parties are aware of the provisions of Section 1119 of the California Evidence Code that makes all communications during the course of a mediation confidential and inadmissible into evidence in any court proceeding as a matter of public policy. Section 1119 provides as follows:

(a) No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, a mediation or mediation consultation is admissible or subject to discovery, and disclosure of the evidence shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.

(b) No writing, as defined in Section 250, that is prepared for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation, is admissible or subject to discovery, and disclosure of the writing shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding which, pursuant to law, testimony can be compelled to be given.

(c) All communications, negotiations, or settlement discussions by and between participants in the course of a mediation or a mediation consultation shall remain confidential.

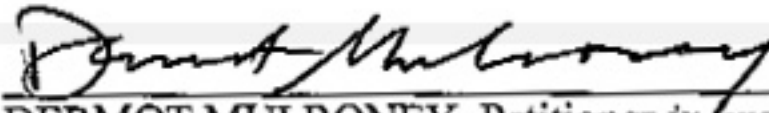
b) The Court finds that the parties are further aware that Section 703.5 of the California Evidence Code provides as follows: "No... mediator shall be competent to testify, in any subsequent civil proceeding, as to any statement, conduct, decision, or ruling, occurring at or in conjunction with the prior proceeding [*i.e.* the mediation]."

c) The parties are further aware that the California Supreme Court has held in Foxgate Homeowners' Assn v. Bramalea California, Inc. (2001) 26 Cal.4th 1 that there are no

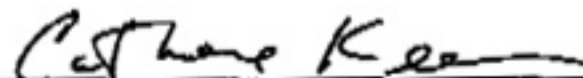
1 exceptions to this public policy. "To carry out the purpose of encouraging mediation by ensuring
2 confidentiality, the statutory scheme, which includes sections 703.5, 1119, and 1121,
3 unqualifiedly bars disclosure of communications made during mediation absent an express
4 statutory exception." Neither party may testify or compel the other party or the mediator to
5

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

7 DATED: ~~September~~ ¹² 2007
8 October


DERMOT MULRONEY, Petitioner *in pro per*

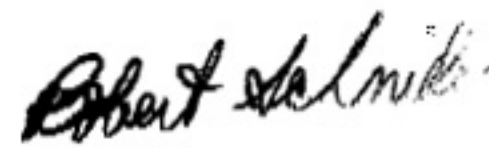
9
10 DATED: ~~September~~ ¹⁹ 2007
October


CATHERINE KEENER, Respondent *in pro per*

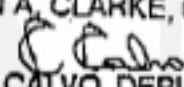
11
12 **IT IS SO ORDERED.**

13
14
15 DATED: _____

OCT 30 2007


JUDGE/JUDGE PRO TEMPORE OF THE
SUPERIOR COURT

ROBERT SCHNIDER

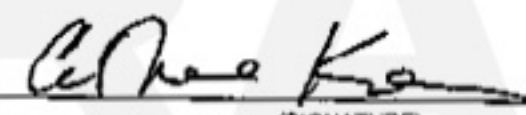
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Catherine Keener c/o Law & Mediation Office of Peter Spelman 11611 San Vicente Blvd. Suite 1030 Los Angeles, CA 90049 TELEPHONE NO.: (310) 207-2828 FAX NO.: ATTORNEY FOR (Name): Catherine Keener, In Pro Per		FOR COURT USE ONLY FILED LOS ANGELES SUPERIOR COURT OCT 30 2007 JOHN A. CLARKE, CLERK  C. CALVO, DEPUTY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central			
PETITIONER: Dermot Mulroney RESPONDENT: Catherine Keener			
DECLARATION REGARDING SERVICE OF DECLARATION OF DISCLOSURE AND INCOME AND EXPENSE DECLARATION ☐ Petitioner's ☒ Preliminary ☒ Respondent's ☒ Final		CASE NUMBER: BD467319 DEPT. 79 MEDIATED CASE	

- I am the ☐ Attorney for ☐ Petitioner ☒ Respondent in this matter.
- ☐ Petitioner's ☒ Respondent's *Preliminary Declaration of Disclosure and Income and Expense Declaration* was served on:
☐ Attorney for ☒ Petitioner ☐ Respondent by: ☐ personal service ☒ mail ☐ other (specify):
 on (date): September 26, 2007
- ☐ Petitioner's ☒ Respondent's *Final Declaration of Disclosure and Income and Expense Declaration* was served on:
☐ Attorney for ☒ Petitioner ☐ Respondent by: ☐ personal service ☒ mail ☐ other (specify):
 on (date): September 26, 2007
- ☐ Service of the *Final Declaration of Disclosure* has been waived under Family Code section 2105, subdivision (d).

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

Date: 10-19-07

Catherine Keener
(TYPE OR PRINT NAME)


(SIGNATURE)

Note:
 File this document with the court.
 Do not file a copy of either the *Preliminary* or *Final Declaration of Disclosure* with this document.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Dermot Mulroney c/o Law & Mediation Office of Peter Spelman 11611 San Vicente Blvd. Suite 1030 Los Angeles, CA 90049 TELEPHONE NO.: (310) 207-2828 FAX NO.: ATTORNEY FOR (Name): Dermot Mulroney, In Pro Per		FOR COURT USE ONLY FILED LOS ANGELES SUPERIOR COURT OCT 30 2007 JOHN A. CLARKE, CLERK G. CALVO, DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central		
PETITIONER: Dermot Mulroney RESPONDENT: Catherine Keener		
DECLARATION REGARDING SERVICE OF DECLARATION OF DISCLOSURE AND INCOME AND EXPENSE DECLARATION ☒ Petitioner's ☒ Preliminary ☐ Respondent's ☒ Final		CASE NUMBER: Hon. T. Lewis BD467312 DEPT. 79 MEDIATED CASE

1. I am the ☐ Attorney for ☒ Petitioner ☐ Respondent in this matter.
2. ☒ Petitioner's ☐ Respondent's Preliminary Declaration of Disclosure and Income and Expense Declaration was served on:
☐ Attorney for ☐ Petitioner ☒ Respondent by: ☐ personal service ☒ mail ☐ other (specify):
 on (date): September 24, 2007
3. ☒ Petitioner's ☐ Respondent's Final Declaration of Disclosure and Income and Expense Declaration was served on:
☐ Attorney for ☐ Petitioner ☒ Respondent by: ☐ personal service ☒ mail ☐ other (specify):
 on (date): September 24, 2007
4. ☐ Service of the Final Declaration of Disclosure has been waived under Family Code section 2105, subdivision (d).

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

Date: 10/9/07

Dermot Mulroney

(TYPE OR PRINT NAME)



(SIGNATURE)

Note:

File this document with the court.
 Do not file a copy of either the Preliminary or Final Declaration of Disclosure with this document.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Dermot Mulroney c/o Law & Mediation Office of Peter Spelman 11611 San Vicente Blvd. Suite 1030 Los Angeles, CA 90049 TELEPHONE NO: (310) 207-2828 FAX NO. (Optional): E-MAIL ADDRESS (Optional):		FOR COURT USE ONLY FILED LOS ANGELES SUPERIOR COURT OCT 30 2007 JOHN A. CLARKE, CLERK C. CALVO, DEPUTY	
ATTORNEY FOR (Name): Dermot Mulroney, In Pro Per SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central			
PETITIONER: Dermot Mulroney RESPONDENT: Catherine Keener			
APPEARANCE, STIPULATIONS, AND WAIVERS		CASE NUMBER: Mun. T. Lewis BD467319 DEPT. 79 MEDIATED CASE	

1. Appearance by respondent (you must choose one):
- a. ☒ By filing this form, the respondent makes a general appearance.
 - b. ☐ The respondent has previously made a general appearance.
 - c. ☐ The respondent is a member of the military services of the United States of America and waives all rights under the Servicemembers Civil Relief Act (50 U.S.C. Appen. § 501 et seq.). No appearance fee is required.
2. Agreement, stipulations, and waivers (choose all that apply):
- a. ☒ The parties agree that this cause may be decided as an uncontested matter.
 - b. ☒ The parties waive their rights to notice of trial, a statement of decision, a motion for new trial, and the right to appeal.
 - c. ☒ This matter may be decided by a commissioner sitting as a temporary judge.
 - d. ☒ We have a written agreement, or a stipulation for judgment will be submitted to the court.
 - e. ☒ None of these agreements or waivers will apply unless the court approves the stipulation for judgment or incorporates the written settlement agreement into the judgment.
 - f. ☐ This is a parentage case, and both parties have signed an *Advisement and Waiver of Rights Re: Establishment of Parental Relationship* (form FL-235) or its equivalent.
3. Other (specify):

Date: 10/9/07
Dermot Mulroney
(TYPE OR PRINT NAME)
Date: 10/19/07
Catherine Keener
(TYPE OR PRINT NAME)
Date: _____
(TYPE OR PRINT NAME)
Date: _____
(TYPE OR PRINT NAME)

RECEIVED: 10/29/07 03:37:47 PM
CIT/CASE: BD467319 LEA/DEF#:
RECEIPT #: F1M4538014
DATE PAID: 10/29/07 03:37:47 PM
PAYMENT: \$320.00
CHECK: 320.00
CASH: _____
CASH: _____
CARD: _____
(SIGNATURE OF PETITIONER)
(SIGNATURE OF RESPONDENT)
(SIGNATURE OF ATTORNEY FOR PETITIONER)
(SIGNATURE OF ATTORNEY FOR RESPONDENT)

FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Dermot Mulroney
c/o Law & Mediation Office of Peter Spelman
11611 San Vicente Blvd.
Suite 1030
Los Angeles, CA 90049
TELEPHONE NO.: (310) 207-2828 FAX NO. (Optional):

E-MAIL ADDRESS (Optional):

ATTORNEY FOR (Name): Dermot Mulroney, In Pro Per

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS: 111 North Hill Street

CITY AND ZIP CODE: Los Angeles, CA 90012

BRANCH NAME: Central

MARRIAGE OF

PETITIONER: Dermot Mulroney

RESPONDENT: Catherine Keener

JUDGMENT

☒ DISSOLUTION ☐ LEGAL SEPARATION ☐ NULLITY
☐ Status only☐ Reserving jurisdiction over termination of marital or domestic partnership status☐ Judgment on reserved issues

Date marital or domestic partnership status ends:

DEC 19 2007

CASE NUMBER:

Hon. T. Lewis

BD467319 DEPT. 79

MEDIATED CASE

PETER SPELMAN, MEDIATOR

1. ☐ This judgment ☐ contains personal conduct restraining orders ☐ modifies existing restraining orders. The restraining orders are contained on page(s) of the attachment. They expire on (date):

2. This proceeding was heard as follows: ☒ Default or uncontested ☐ By declaration under Family Code section 2336 ☐ Contested

a. Date:

OCT 30 2007

Dept.:

2

Room:

215

b. Judicial officer (name):

c. ☐ Petitioner present in courtd. ☐ Respondent present in courte. ☐ Claimant present in court (name):f. ☐ Other (specify name):☐ Temporary judge☐ Attorney present in court (name):☐ Attorney present in court (name):☐ Attorney present in court (name):

3. The court acquired jurisdiction of the respondent on (date): 06/18/07

a. ☒ The respondent was served with process.b. ☐ The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

4. a. ☒ Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons

(1) ☒ on (specify date):

DEC 19 2007

(2) ☐ on a date to be determined on noticed motion of either party or on stipulation.b. ☐ Judgment of legal separation is entered.c. ☐ Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify):d. ☐ This judgment will be entered nunc pro tunc as of (date):e. ☐ Judgment on reserved issues.f. The ☐ petitioner's ☐ respondent's former name is restored to (specify):g. ☐ Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.

h. ☒ This judgment contains provisions for child support or family support. Each party must complete and file with the court a Child Support Case Registry Form (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The Notice of Rights and Responsibilities—Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order (form FL-192) is attached.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Dermot Mulroney c/o Law & Mediation Office of Peter Spelman 11611 San Vicente Blvd. Suite 1030 Los Angeles, CA 90049 TELEPHONE NO.: (310) 207-2828 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Dermot Mulroney, In Pro Per		FOR COURT USE ONLY FILED LOS ANGELES SUPERIOR COURT OCT 30 2007 JOHN A. CLARKE, CLERK C. CALVO, DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central		
PETITIONER: Dermot Mulroney RESPONDENT: Catherine Keener		
DECLARATION FOR DEFAULT OR UNCONTESTED ☒ DISSOLUTION ☐ LEGAL SEPARATION		CASE NUMBER: Hon. T. Lewis BD467319 DEPT. 79

(NOTE: Items 1 through 16 apply to both dissolution and legal separation proceedings.) **MEDIATED CASE**

- I declare that if I appeared in court and were sworn, I would testify to the truth of the facts in this declaration.
- I agree that my case will be proven by this declaration and that I will not appear before the court unless I am ordered by the court to do so.
- All the information in the ☒ Petition ☐ Response is true and correct.
- Default or uncontested (Check a or b.)
 - ☐ The default of the respondent was entered or is being requested, and I am not seeking any relief not requested in the petition. OR
 - ☒ The parties have agreed that the matter may proceed as an uncontested matter without notice, and the agreement is attached or is incorporated in the attached settlement agreement or stipulated judgment.
- Settlement agreement (Check a or b.)
 - ☒ The parties have entered into ☐ an agreement ☒ a stipulated judgment regarding their property their marriage or domestic partnership rights, including support, the original of which is or has been submitted to the court. I request that the court approve the agreement. OR
 - ☐ There is no agreement or stipulated judgment, and the following statements are true (check at least one, including item (2) if a community estate exists):
 - ☐ There are no community or quasi-community assets or community debts to be disposed of by the court.
 - ☐ The community and quasi-community assets and debts are listed on the attached completed current *Property Declaration* (form FL-160), which includes an estimate of the value of the assets and debts that I propose to be distributed to each party. The division in the proposed *Judgment (Family Law)* (form FL-180) is a fair and equal division of the property and debts, or if there is a negative estate, the debts are assigned fairly and equitably.
- Declaration of disclosure (Check a, b, or c.)
 - ☒ Both the petitioner and respondent have filed, or are filing concurrently, a *Declaration Regarding Service of Declaration of Disclosure* (form FL-141) and an *Income and Expense Declaration* (form FL-150).
 - ☐ This matter is proceeding by default. I am the petitioner in this action and have filed a proof of service of the preliminary *Declaration of Disclosure* (form FL-140) with the court. I hereby waive receipt of the final *Declaration of Disclosure* (form FL-140) from the respondent.
 - ☐ This matter is proceeding as an uncontested action. Service of the final *Declaration of Disclosure* (form FL-140) is mutually waived by both parties. A waiver provision executed by both parties under penalty of perjury is contained in the settlement agreement or proposed judgment or another, separate stipulation.
- ☒ Child custody should be ordered as set forth in the proposed *Judgment (Family Law)* (form FL-180).
- ☒ Child visitation should be ordered as set forth in the proposed *Judgment (Family Law)* (form FL-180).
- Spousal, partner, and family support (If a support order or attorney fees are requested, submit a completed *Income and Expense Declaration* (form FL-150) unless a current form is on file. Include your best estimate of the other party's income. Check at least one of the following.)
 - ☐ I knowingly give up forever any right to receive spousal or partner support.
 - ☒ I ask the court to reserve jurisdiction to award spousal or partner support in the future to (name): either party
 - ☐ Spousal support should be ordered as set forth in the proposed *Judgment (Family Law)* (form FL-180).
 - ☐ Family support should be ordered as set forth in the proposed *Judgment (Family Law)* (form FL-180).

PETITIONER: Dermot Mulroney

CASE NUMBER:

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RESPONDENT: Catherine Keener

10. ☒ Child support should be ordered as set forth in the proposed *Judgment (Family Law)* (form FL-180).
11. a. I ☐ am receiving ☒ am not receiving ☐ intend to apply for public assistance for the child or children listed in the proposed order.
- b. To the best of my knowledge, the other party ☐ is ☒ is not receiving public assistance.
12. ☐ The petitioner ☐ respondent is presently receiving public assistance, and all support should be made payable to the local child support agency at the address set forth in the proposed judgment. A representative of the local child support agency has signed the proposed judgment.
13. If there are minor children, check and complete item a and item b or c:
- a. My gross (before taxes) monthly income is (specify): \$
- b. ☐ The estimated gross monthly income of the other party is (specify): \$
- c. ☐ I have no knowledge of the estimated monthly income of the other party for the following reasons (specify):
- d. ☐ I request that this order be based on the ☐ petitioner's ☐ respondent's earning ability. The facts in support of my estimate of earning ability are (specify):
☐ Continued on Attachment 13d.
14. ☐ Parentage of the children of the petitioner and respondent born prior to their marriage or domestic partnership should be ordered as set forth in the proposed *Judgment (Family Law)* (form FL-180). A declaration regarding parentage is attached.
15. ☐ Attorney fees should be ordered as set forth in the proposed *Judgment (Family Law)* (form FL-180).
16. ☐ The petitioner ☐ respondent requests restoration of his or her former name as set forth in the proposed *Judgment (Family Law)* (form FL-180).
17. There are irreconcilable differences that have led to the irremediable breakdown of the marriage or domestic partnership, and there is no possibility of saving the marriage or domestic partnership through counseling or other means.
18. This declaration may be reviewed by a commissioner sitting as a temporary judge, who may determine whether to grant this request or require my appearance under Family Code section 2336.

STATEMENTS IN THIS BOX APPLY ONLY TO DISSOLUTIONS—Items 19 through 21

19. If this is a dissolution of marriage or of a domestic partnership created in another state, the petitioner and/or the respondent has been a resident of this county for at least three months and of the state of California for at least six months continuously and immediately preceding the date of the filing of the petition for dissolution of marriage or domestic partnership.
20. I ask that the court grant the request for a judgment for dissolution of marriage or domestic partnership based upon irreconcilable differences and that the court make the orders set forth in the proposed *Judgment (Family Law)* (form FL-180) submitted with this declaration.
21. ☐ This declaration is for the termination of marital or domestic partner status only. I ask the court to reserve jurisdiction over all issues whose determination is not requested in this declaration.

THIS STATEMENT APPLIES ONLY TO LEGAL SEPARATIONS

22. I ask that the court grant the request for a judgment for legal separation based upon irreconcilable differences and that the court make the orders set forth in the proposed *Judgment (Family Law)* (form FL-180) submitted with this declaration.
 I understand that a judgment of legal separation does not terminate a marriage or domestic partnership and that I am still married or a partner in a domestic partnership.
23. ☐ Other (specify):

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

Date:

10/9/07

Dermot Mulroney

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

4. (Cont'd.)

- i. ☐ A settlement agreement between the parties is attached.
j. ☒ A written stipulation for judgment between the parties is attached.
k. ☒ The children of this marriage or domestic partnership.

(1) ☒ The children of this marriage or domestic partnership are:

Name

Birthdate

(2) ☐ Parentage is established for children of this relationship born prior to the marriage or domestic partnership.

l. ☒ Child custody and visitation are ordered as set forth in the attached

- (1) ☒ settlement agreement, stipulation for judgment, or other written agreement.
(2) ☐ Child Custody and Visitation Order Attachment (form FL-341).
(3) ☐ Stipulation and Order for Custody and/or Visitation of Children (form FL-355).
(4) ☐ other (specify):

m. ☒ Child support is ordered as set forth in the attached

- (1) ☒ settlement agreement, stipulation for judgment, or other written agreement.
(2) ☐ Child Support Information and Order Attachment (form FL-342).
(3) ☐ Stipulation to Establish or Modify Child Support and Order (form FL-350).
(4) ☐ other (specify):

n. ☒ Spousal or partner support is ordered as set forth in the attached

- (1) ☒ settlement agreement, stipulation for judgment, or other written agreement.
(2) ☐ Spousal, Partner, or Family Support Order Attachment (form FL-343).
(3) ☐ other (specify):

NOTICE: It is the goal of this state that each party will make reasonable good faith efforts to become self-supporting as provided for in Family Code section 4320. The failure to make reasonable good faith efforts may be one of the factors considered by the court as a basis for modifying or terminating spousal or partner support.

o. ☒ Property division is ordered as set forth in the attached

- (1) ☒ settlement agreement, stipulation for judgment, or other written agreement.
(2) ☐ Property Order Attachment to Judgment (form FL-345).
(3) ☐ other (specify):

p. ☐ Other (specify):

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions.

Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date:

5. Number of pages attached: 13

JUDICIAL OFFICER

☒ SIGNATURE FOLLOWS LAST ATTACHMENT

NOTICE

Dissolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or domestic partner's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the rights of a spouse or domestic partner as beneficiary of the other spouse's or domestic partner's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment may be issued without additional proof if child, family, partner, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

Marriage of DERMOT MULRONEY and CATHERINE KEENER

Case No. BD467319

ATTACHMENT TO JUDGMENT

All findings by the Court in this Judgment are made pursuant to this stipulation of the parties:

1. The parties were married on November 17, 1990.
2. The parties separated on May 1, 2005.
3. There is one minor child of this marriage: CLYDE KEENER MULRONEY, born June 21, 1999 (hereinafter "Clyde" or "the minor child").

4. Petitioner and Respondent have been residents of the County of Los Angeles for at least three months and both Petitioner and Respondent have been residents of the State of California for at least six months continuously and immediately preceding the date of filing of the Petition for Dissolution of Marriage in this action.

5. There are irreconcilable differences between the parties that have led to the irremediable breakdown of the marriage, and there is no possibility of saving the marriage, through counseling or other means.

6. AGREEMENT

a) The Court accepts the acknowledgment of the parties hereto that they have entered into a Confidential Marital Settlement Agreement (hereinafter "MSA") dated September ____, 2007, that resolves all property (assets and debts) issues arising from the parties' marriage, including all assets and obligations between them for any reason.

b) The Court accepts the parties' representation that they desire and intend that all details concerning their MSA, including provisions dealing with their personal residences, business interests, investments, and other specific assets, be kept confidential and private so as to best preserve their and their child's respective physical and emotional health and safety. The Court accepts the parties' acknowledgment that they believe and represent to the other party that disclosure to anyone else of any details concerning their respective personal

1 residences and other specific assets will be harmful and detrimental to the best interests and
2 safety and security of the parties and their minor child.

3 c) The Court accepts the parties' acknowledgment that in view of the facts
4 that the parties desire complete confidentiality and that the Court file is a public record, the
5 parties decline to set forth the terms of their confidential agreement in this Judgment. The
6 parties request that the Court honor the parties' decision. The Court reserves jurisdiction to
7 make any other and further orders necessary at any time to enforce the provisions of the parties'
8 MSA.

9
10 7. The Court makes the following orders regarding custody of, and visitation with,
11 Clyde:

12 a) The parties shall have joint legal custody of Clyde. Specifically:

13 i) Petitioner and Respondent are ordered to regularly confer and
14 share information concerning Clyde's care, well-being, supervision standards, standards of
15 conduct, physical and mental health, education and travel.

16 ii) The written consent of both parties is required for any major
17 decision affecting Clyde for which parental consent is ordinarily required including, without
18 limitation, issuance of a passport, issuance of a driver's license, issuance of a work permit,
19 appointment of a guardian *at litem*, issuance of a marriage license, enlistment in the armed
20 forces, etc. Day-to-day decisions are the responsibility of the party in whose house Clyde is then
21 residing.

22 iii) The consent of both parties is required for any major healthcare
23 decisions regarding Clyde, including the selection of regular healthcare providers (whether for
24 medical, dental, psychiatric or psychological treatment and/or counseling) and non-emergency
25 elective procedures, including whether or not psychiatric or psychological treatment and/or
26 counseling will be sought. Appointments for check-ups and routine care are ordered scheduled
27 with the cooperation of both parties. In the event of minor illness and/or injury, either party may
28 consent to treatment by Clyde's regular care provider.

iv) Either party is awarded the authority to obtain emergency healthcare for Clyde without the consent of the other party. The party obtaining any emergency treatment for Clyde shall notify the other as soon as possible of such emergency.

v) Both parties are awarded the same access to medical, dental and school records pertaining to Clyde and each party is authorized to independently consult with any and all concerned professionals. The names of both Petitioner and Respondent shall be listed on school and extracurricular activities to be contacted in the case of an emergency.

b) The parties shall have joint physical custody of Clyde, and shall share time with Clyde pursuant to the parties' agreement.

c) Pursuant to Family Code § 3048:

i) This Court has jurisdiction over Clyde as California is Clyde's home state and no other state has assumed such jurisdiction.

ii) Respondent was given notice and an opportunity to be heard on the custody and visitation provisions contained in this stipulated Judgment in that Respondent acknowledged being served with the Summons and Petition in this proceeding.

iii) Clyde's county of habitual residence is Los Angeles County, State of California, United States of America.

iv) Each party's child custody and visitation rights are as set forth in this stipulated Judgment.

v) The Court finds that both parties acknowledge that they have been advised that any violation of the custody and visitation provisions of this stipulated Judgment may result in civil or criminal penalties, or both.

8. COMMUNITY PROPERTY

a) Agreement of the Parties. The Court accepts the acknowledgment of the parties that they have resolved all issues concerning their property and obligations in their MSA and that the parties decline to set forth the terms of their confidential agreement in this Judgment. The parties request that the Court honor the parties' decision. The Court reserves jurisdiction to

1 make any other and further orders necessary at any time to enforce the provisions of the parties'
 2 MSA. If one party fails to abide by any of the terms and provisions of the MSA, the other party
 3 may present the MSA to the Court and the Court shall enter such MSA as the parties' Further
 4 Judgment.

5 b) Equitable Division of Net Community Property. The Court accepts the
 6 acknowledgment of Petitioner and Respondent that although disputes may have existed as to the
 7 extent and value of their community property and separate property, they have agreed to settle
 8 and adjust their property rights, including the assumption of certain obligations, to effect a
 9 division which constitutes an agreed-upon equitable division of their net community property as
 10 of the effective date of this Judgment. The Court further accepts the parties acknowledgment
 11 that the values attributed to each and all of the items of community property, and the division of
 12 such items effected herein, are fair, just, equitable, and reasonable to each of the parties, and the
 13 assets received by each party and the liabilities assumed by each shall be and remain the
 14 recipient's separate property or liability respectively after the effective date of this Judgment.
 15 The Court accepts the parties' acknowledgment that this division of property is not intended to be
 16 a sale or exchange of property, and each party shall take the property divided and allocated to
 17 him or her with the same income tax basis as such property had immediately prior to this
 18 division and distribution and neither party shall seek a step-up in basis as a result of the division
 19 of property herein.

20
 21 9. Each party shall assume any encumbrance, lien or debt, if any, associated with
 22 property awarded to such party under this Judgment and under the MSA. The party receiving
 23 such property shall indemnify the other from any form of damage that the other party may suffer
 24 or be required to pay on account of such encumbrance, lien or debt.

25
 26 10. Each of the parties has warranted to the other that he or she is not possessed of
 27 any community property other than is disposed of by this Judgment and by the MSA, and each
 28 party has not made, without the knowledge and consent of the other, any gift or transfer of

community property exceeding \$5,000 within the last three (3) years. If it shall hereafter be determined by a court of competent jurisdiction that either party is possessed of any community property not set forth above, or that either party has made a gift or transfer of community property other than as set forth above, then such party shall pay to the other on demand or pursuant to court order an amount equal to one-half (1/2) of the fair market value thereof at the time of discovery, or at the time of transfer to the third party, whichever is greater, plus 10% annual interest from the date of this Judgment until date of payment.

11. Except as otherwise ordered in this Judgment and/or the MSA, each party shall be solely responsible for any and all obligations in such party's name, or in the name of such party and another person or entity other than the other party herein, arising after the date of separation (May 1, 2005), and shall indemnify and hold harmless the other party from such obligations.

12. Except as otherwise ordered herein or in the MSA, each of the parties has waived and released the other from any and all reimbursement or other claims, demands or obligations of any kind or nature except as provided in this Judgment and in the MSA. Such claims include, without limitation, those pursuant to Family Code §§2640 and 2641 and the cases of Marriage of Epstein (payment of community obligations with separate property) and Marriage of Watts (post-separation use of community assets).

13. The Court makes the following orders regarding child support for Clyde:

a) Based on the parties' current incomes and time sharing arrangement, at this time, neither party shall pay child support to the other. The Court's jurisdiction over child support for Clyde shall continue until Clyde reaches the age of 18, dies, marries, becomes emancipated, or further order of court, whichever first occurs. However, pursuant to Family Code § 3901, such jurisdiction shall continue after Clyde has attained the age of 18 years, as long as he is a full-time high school student who is not self-supporting, until he completes the 12th grade or attains the age of 19 years, whichever occurs first.

- b) The Court makes the following orders as and for additional child support:
- i) Both parties shall maintain Clyde as a dependent insured on their current or comparable successor medical insurance. The parties shall each pay one-half (50%) of any and all unreimbursed medical expenses for Clyde, including, without limitation, medical, dental, orthodontic, optometric, and agreed upon psychological expenses.
- ii) The parties shall equally divide the cost of, and shall each pay one half of any and all agreed upon extra-curricular and enrichment expenses for Clyde, which agreement shall not be unreasonably withheld. Such extra expenses include, without limitation, tutoring, sports, lessons, camp, music, enrichment programs, and college preparation activities.
- iii) Petitioner shall pay all (100%) of Clyde's private school tuition and related private school costs, as long as both parties agree that Clyde will attend private school.
- c) The parties shall divide the cost of Clyde's child care expenses pursuant to their (the parties') agreement.
- d) The parties shall alternate taking Clyde as a dependent for income tax purposes and claiming "head of household" status on their income tax returns.
- e) Pursuant to Family Code § 4065, both parties are fully informed of their rights concerning child support; the stipulated amount of child support is being agreed to without coercion or duress; the parties' agreement regarding child support is in Clyde's best interest; Clyde's needs will be adequately met by the stipulated amount; and the right to support has not been assigned to the County pursuant to § 11477 of the Welfare and Institutions Code and no public assistance application is pending.

14. Pursuant to the parties' agreement, the Court orders as follows regarding spousal support:

- a) At this time, neither party shall pay spousal support to the other.
- b) The Court shall retain jurisdiction over spousal support from Petitioner to Respondent until the first to occur of the following: Respondent's remarriage, either party's