

FW

FL-180

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): ROBERT F. KLUEGER, ESQ./SBN 141860 21031 VENTURA BLVD. #1010 WOODLAND HILLS CA 91364 TELEPHONE NO.: 818-598-2252 FAX NO.: 818-598-2253 ATTORNEY FOR (Name): Petitioner		FOR COURT USE ONLY <div style="text-align: center;"> MAY 20 2003 FILED LOS ANGELES SUPERIOR COURT JUL 25 2003 JOHN A. BLANCK, CLERK BY L. SHIELDS, DEPUTY </div>	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 300 E. Walnut St MAILING ADDRESS: Same CITY AND ZIP CODE: Pasadena, CA 91101 BRANCH NAME: Northeast		<div style="text-align: center;"> RECEIVED MAY 16 2003 PASADENA AUG </div>	
MARRIAGE OF PETITIONER: DEENA LUMIA RESPONDENT: ERIS WILSON		CASE NUMBER: GD034000	
JUDGMENT <input checked="" type="checkbox"/> Dissolution <input type="checkbox"/> Legal separation <input type="checkbox"/> Nullity <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital status <input type="checkbox"/> Judgment on reserved issues Date marital status ends: 11-10-03			

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 Fam. Code, § 2336
 contested

a. Date: **JUL 25 2003** Dept.: **K** Rm: _____
 b. Judicial officer (name): **Nora Anne Waller** Temporary Judge
 c. Petitioner present in court Attorney present in court (name): _____
 d. Respondent present in court Attorney present in court (name): _____
 e. Claimant present in court (name): _____ Attorney present in court (name): _____
 f. Other (specify name): _____

3. The court acquired jurisdiction of the respondent on (date): **5-9-03** ✓
 Respondent was served with process Respondent appeared

4. THE COURT ORDERS, GOOD CAUSE APPEARING:
 a. Judgment of dissolution be entered. Marital status is terminated and the parties are restored to the status of unmarried persons
 (1) on the following date (specify): **11-10-03**
 (2) on a date to be determined on noticed motion of either party or on stipulation.
 b. Judgment of legal separation be entered.
 c. Judgment of nullity be entered. The parties are declared to be unmarried persons on the ground of (specify): _____

d. This judgment will be entered nunc pro tunc as of (date): _____
 e. Judgment on reserved issues.
 f. Wife's Husband's former name be restored (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. Both parties 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 form *Notice of Rights and Responsibilities and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

1 ROBERT F. KLUEGER, ESQ./SBN 141860
 2 BOLDRA, KLUEGER & STEIN, LLP
 21031 Ventura Blvd., Suite 1010
 3 Woodland Hills, CA 91364
 Telephone: 818-598-2252
 4 Fax: 818-598-2253.

TYPE OF HEARING disolution
 CASE NO. 60034000
CS - EXH. NO. 1

5 Attorneys for Petitioner

ADMITTED IN EVIDENCE
 DATE 5.27.03
 BY: [Signature] CLARKE, EXECUTIVE OFFICER / CLERK
 DEPUTY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 9 IN AND FOR THE COUNTY OF LOS ANGELES

11	IN RE THE MARRIAGE OF:)	CASE NO:
12	DEENA LUMIA,)	
13	Petitioner,)	MARITAL SETTLEMENT
14	vs.)	AGREEMENT/STIPULATED
15	ERIC WILSON,)	JUDGMENT
16	Respondent.)	

18 SECTION 1 - CUSTODY OF MINOR CHILD

19 THE COURT ORDERS that the parents shall have joint legal
 20 custody of the minor child of the marriage, KELSEY GIAVANNA
 21 LUMIA WILSON. The child shall reside with Petitioner, subject
 22 to rights of reasonable residency with Husband, as this Court
 23 may from time to time determine. For as long as the joint legal
 24 custody arrangement continues, either party acting alone may
 25 make decisions regarding the child's health and welfare, and
 26 joint decision making between the parties shall not be required
 27 unless and until otherwise agreed in writing between the parties,
 28

1 or ordered by a court of competent jurisdiction.

2 THE COURT FURTHER ORDERS that for the taxable years
3 beginning after December 31, 2002, Respondent shall have the
4 right to claim the minor child as a dependent and shall be
5 entitled to the exemption allowed therefor under Federal and
6 California state income tax law, provided there is no period in
7 excess of 15 days in any one instance nor 45-day cumulative
8 period when child support payments are delinquent.

9
10 Petitioner further agrees to timely execute any waivers,
11 declarations and/or other documents required by federal or state
12 law to effect the parties' intent as stated in this Section 1
13 and Petitioner agrees to indemnify Respondent for any losses
14 incurred as a result of her failure to execute said waivers,
15 declarations and/or other documents for any single tax year for
16 so long as this Agreement remains in effect.

17 THE COURT FURTHER ORDERS that for the duration of her
18 minority, the minor child shall bear Respondent's surname on all
19 school records and any other legal documents, and shall not
20 assume Petitioner's maiden name or Petitioner's future married
21 name or any other surname.

22
23 SECTION 2 - CHILD SUPPORT

24 THE COURT FURTHER ORDERS that Respondent shall pay to
25 Petitioner for the support of the parties' minor child the sum
26 of One Thousand Nine Hundred and no/100 (\$1,900.00) per month,
27 payable one-half on the first and one-half on the fifteenth day
28 of each calendar month commencing immediately after the

1 effective date of this Stipulated Judgment; provided, however,
2 that if such child has attained age 18, is unmarried, is not
3 self-supporting and is attending high school on a full-time
4 basis, said support shall continue until the child completes the
5 12th grade or attains age 19, whichever first occurs.

6 THE COURT FURTHER ORDERS Respondent shall maintain the
7 minor child on his employer's medical and dental insurance plan,
8 and shall pay all her medical and dental expenses as additional
9 child support. Respondent shall be consulted before any medical
10 or dental expenses are incurred other than for normal periodic
11 examinations and treatment or in cases of medical or dental
12 emergency.

13
14 The parties acknowledge (1) they are fully informed of
15 their rights concerning child support; (b) the above child
16 support provisions are being agreed to without coercion or
17 duress; (c) this agreement for child support is in the child's
18 best interests; and (d) the child's needs will be adequately met
19 by the stipulated amount of child support.

20 The parties further declare the right to support has not
21 been assigned to the county pursuant to Section 11477 of the
22 California Welfare and Institution Code and no public assistance
23 application is presently pending.

24
25 The parties also acknowledge that support of the minor
26 child is subject to order of a court of competent jurisdiction
27 at any time during the child's minority and that this paragraph
28 or any later child support order is subject to modification.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SECTION 3 - SPOUSAL SUPPORT

The COURT ORDERS that Respondent is ordered to pay to Petitioner the sum of Ten Thousand Six Hundred and no/100 Dollars (\$10,600.00) per month, payable on the first day of each month, commencing on the first day of the first month following the date of entry of this Stipulated Judgment, and continuing until Petitioner's or Respondent's death or the remarriage of Petitioner, or until further order of this Court, whichever shall first occur.

SECTION 4

4A - Petitioner Deena Lumia is awarded the following community assets as her sole and separate property:

(1) That certain parcel of real property described as:

"THOSE PORTIONS OF LOTS 404 AND 405 OF TRACT NO. 2456, IN THE CITY OF SIERRA MADRE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 31 PAGE 55 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY"

commonly known as 678 Alta Vista Drive, Sierra Madre, California 91024, and all of the furniture and furnishings contained therein.

(2) The 2000 Coleman Tent Trailer;

(3) One-half of all of the monies on deposit in Bank of America Savings Account No: 313122038 in the name of Deena Lumia and Eric Wilson;

(4) All of the monies in Bank of America Checking Account,

1 No: 0765710558, in the name of Deena Lumia and Eric Wilson;

2 (5) IRA Account No: 07652-85074, held by Bank of America;

3 (6) One half of any federal and/or state tax refund
4 received for the year ended December 31, 2002;

5 (7) All of Petitioner Deena Lumia's personal jewelry,
6 clothing and personal effects.

7
8 4B - Respondent Eric Wilson is awarded the following
9 community assets as his sole and separate property;

10 (1) All of Respondent's interest in Database Logistics,
11 LLC, a California limited liability company;

12 (2) All of Respondent's interest in Fax.com, Inc., a
13 Delaware corporation;

14 (3) IRA Account No: 07652-85079, held by Bank of America;

15 (4) One-half of any federal and/or state tax refund
16 received for the year ended December 31, 2002;

17 (5) One-half of all monies on deposit in Bank of America
18 Checking Account No: 313122038 in the name of Deena Lumia and
19 Eric Wilson;

20 (6) All of Respondent Eric Wilson's personal jewelry,
21 clothing and personal effects.

22
23 4C - Petitioner Deena Lumia is ordered to assume and hold
24 Respondent Eric Wilson harmless from any and all of the
25 following obligations:

26 (1) The mortgage indebtedness encumbering Petitioner's
27 residence at 678 Alta Vista Drive, Sierra Madre, California
28 91024, with a principal balance of \$479,000.00, and any and

1 all other costs, expenses, charges and liabilities associated
2 with any of the said residence.

3 4D - Respondent Eric Wilson is ordered to assume and hold
4 Petitioner Deena Lumia harmless from any and all of the
5 following obligations:

6 (1) The indebtedness payable to Providian Bank with respect
7 to credit card Account No: 6816 0053 5048 in the amount of
8 \$9,903.49;

9 (2) The indebtedness payable to Providian Bank with respect
10 to credit card Account No: 4361 4503 0070 8445 in the amount of
11 \$3,500.00;

12 (3) Any and all obligations of any kind arising out of the
13 conduct of Respondent Eric Wilson's interest in Fax.com, Inc.,
14 a Delaware corporation, and Database Logistics, LLC, a
15 California limited liability company.

16 4E - Each of the parties has warranted to the other party
17 that he or she has no ownership interest in or claim to or is
18 not possessed of any property (real, personal or otherwise) of
19 any kind or description whatsoever, other than the property
20 specifically mentioned in this Judgment, and that such party has
21 not made, without the knowledge and consent of the other party,
22 any gift, or transfer for less than full and adequate
23 consideration, of any community property within the past three
24 (3) years.

25 4F - The Court orders that all after-discovered property
26 that would have been community property or quasi-community
27
28

1 property under the law applicable as of the date of this
2 Judgment shall be divided equally between the parties or
3 otherwise divided as determined by a court of competent
4 jurisdiction; provided, however, that (1) if the same has been
5 wilfully concealed by one of the parties; or, (2) if the one
6 party has made a gift or transfer for less than adequate
7 consideration, without the knowledge and consent of the other
8 party, within the past three (3) years, or (3) if an existing
9 asset had a value in excess of warranties and representations
10 made in this Judgment, the party making the gift or transfer, or
11 concealing such property, or warranting the value of said
12 property (Warrantor) shall immediately transfer or pay to the
13 warrantee, at the warrantee's election:

15 (1) One-half ($\frac{1}{2}$) of the property, if it is reasonably
16 susceptible to division and in the warrantor's possession;

17 (2) One-half ($\frac{1}{2}$) of the fair market value of the
18 property as of (1) the effective date of this Judgment; (2) the
19 date of the gift or transfer; (3) the date that the other
20 discovers the existence of the property, or discovers the gift
21 or transfer; or (4) the date that the warrantee receives
22 compensation for the interest; whichever of the foregoing
23 results in the greater amount.

24 SECTION 5 - REIMBURSEMENT WAIVER

25
26 5. The Court finds that each party has waived all rights
27 to reimbursement for the following:

28 (1) Epstein reimbursements (In re Marriage of Epstein,

1 24 Cal.3d 76 (1979)), and all rights to reimbursement to which
2 they may be entitled as a result of the payment of community
3 obligations since the date of separation; and

4 (2) Watts credits (In re Marriage of Watt, 171
5 Cal.App.3d 366 (1985)), and all rights or reimbursement to which
6 a party or the community may be entitled as a result of one
7 party's use of community assets since separation; and

8 (3) Reimbursement of separate property contributions
9 to property acquisitions, pursuant to Family Code §2640.

10 SECTION 6 - RIGHTS AND MUTUAL COVENANTS

11
12 6A - Except as otherwise provided herein, each of the
13 parties hereto hereby releases the other from any and all
14 liabilities, debts or obligations of any kind or character
15 heretofore incurred and from any and all claims and demand
16 arising from existing property or support rights, it being
17 understood that the within Judgment is intended to settle
18 completely and fully all of the rights and duties of the parties
19 to each other in all respects.

20 6B - The parties hereto each acknowledge and agree that he
21 or she is aware of and understands Family Code §2024, which
22 provides:

23
24 A DEBT OR OBLIGATION MAY BE ASSIGNED TO ONE
25 PARTY AS PART OF THE DIVISION OF PROPERTY
26 AND DEBTS, BUT IF THAT PARTY DOES NOT PAY
27 THE DEBT OR OBLIGATION, THE CREDITOR MAY BE
28 ABLE TO COLLECT FROM THE OTHER PARTY.

1 SECTION 7 - ATTORNEYS FEES AND COSTS

2 7A - The parties are each responsible for their own costs
3 and attorney's fees incurred herein.

4 7B - In the event that it becomes necessary for either
5 party to the within Judgment to retain counsel and/or to
6 institute any action or proceeding to enforce any of the
7 provisions of the within Judgment, the prevailing party shall be
8 entitled to receive reasonable attorney's fees and other
9 expenses of litigation as the Court deems appropriate.
10

11 7C - Nothing in this Section 7 shall preclude either party
12 from raising the issue of attorney's fees and costs for such
13 fees and costs incurred subsequent to the entry of the Judge of
14 Dissolution in any post-Judgment proceeding.

15 SECTION 8 - INCOME TAX RETURNS/INDEMNIFICATION

16 8A - Any and all state and federal income tax liabilities,
17 including interest and penalties, which may arise from joint
18 income tax filings, shall be paid one-half by each of the
19 parties hereto.

20 8B - Each party shall promptly forward to the other a copy
21 of any notice he or she receives from the federal or state
22 taxing authorities for any taxable year for which the parties
23 filed joint returns. Each party shall cooperate fully with the
24 other, including but not limited to prompt execution of any
25 document and prompt furnishing of any information and testimony,
26 subject to advice of counsel, reasonably related to any tax
27 liability asserted by the taxing authorities referred to in this
28

1 Section.

2 SECTION 9 - RELEASE OF RIGHT TO INHERIT

3 9A - The parties hereto each waive any and all rights to
4 inherit all or any part of the estate of the other at the
5 other's death or to take property from the other by devise or
6 bequest (unless under a Will executed subsequent to the
7 effective date of this Stipulated Judgment) or to claim any
8 probate homestead or to act as administrator or administratrix
9 of the estate of the other (except as the nominee of any person
10 legally entitled to said rights) or to act as Executor or
11 Executrix under the Will of the other unless under a Will
12 executed subsequent to the effective date hereof. Neither party
13 shall in any manner directly or indirectly contest or oppose on
14 his or her own behalf probate of the other's Will, whether
15 heretofore or hereafter made, unless said contest results from
16 the direct violation of this Stipulated Judgment.
17

18 9B - Notwithstanding anything to the contrary stated
19 herein, either party may, by Will executed subsequent to the
20 effective date of this Stipulated Judgment, make any specific
21 bequests to the other and/or name the other as
22 Executor/Executrix of her/his Will.
23

24 SECTION 10 - EXECUTION OF OTHER DOCUMENTS

25 10A - Each of the parties shall promptly execute any and
26 all deeds, assignments and other documents and instruments now
27 or hereafter necessary or convenient to vest the titles, estates
28 and rights in the other, as herein provided. Each of the

1 parties shall execute any and all other instruments which may be
2 necessary or appropriate to effectuate the purpose and intent of
3 the within Judgment. Notwithstanding the failure of either
4 party to execute any such instrument, the within Stipulated
5 Judgment constitutes a full transfer and conveyance of the
6 properties herein designated to the party to whom such
7 properties are herein transferred, conveyed or assigned.

8
9 10B - In the event either party fails or refuses to execute
10 promptly any document required by the within Judgment, the court
11 retains jurisdiction to appoint, upon ex parte application, the
12 Clerk of the Los Angeles County (or other officer or person or
13 entity) to act as commissioner or referee to execute all such
14 documents and to deliver the same to the demanding party.

15 SECTION 11 - RESERVATION OF JURISDICTION

16 11 - The court retains jurisdiction to make any and all
17 Orders necessary to enforce and effectuate the provisions of the
18 within Judgment.

19 SECTION 12 - FINALITY OF AGREEMENT

20 12A - The court finds that the parties hereto each warrant
21 that he or she has read the within Marital Settlement
22 Agreement/Stipulated Judgment and fully understands the contents
23 hereof and accepts same; that there has been no promise,
24 agreement or undertaking by either of the parties to the other,
25 other than as provided herein, relied upon by either as a matter
26 of inducement to enter into this Marital Settlement
27 Agreement/Stipulated Judgment.
28

1 12B - This Marital Settlement Agreement/Stipulated Judgment
2 contains the entire agreement of the parties and expressly
3 supersedes and replaces any previous agreements, whether oral or
4 written, between the parties with respect to the subject matter
5 hereof. There are no other agreements, understandings,
6 statements, representations or warranties of the parties, oral
7 or written, except as expressly set forth herein. Neither this
8 Stipulated Judgment nor any of the provisions continued herein
9 may be modified, altered, amended, terminated or waived, except
10 by a written instrument executed by both of the parties hereto
11 subsequent to the date of execution of the within Marital
12 Settlement Agreement/Stipulated Judgment.
13

14 SECTION 13 - CONSTRUCTION OF AGREEMENT

15 13A - This agreement is entered into in the State of
16 California and shall be construed and interpreted under and in
17 accordance with the laws of said State existing as of the date
18 of the execution of this Marital Settlement Agreement/Stipulated
19 Judgment.

20 13B - The within Marital Settlement Agreement/Stipulated
21 Judgment has been prepared by and negotiations concerning it
22 have been carried on by the joint efforts of the parties hereto;
23 and the within Agreement is to be construed simply and fairly
24 and not strictly for or against either of the parties.
25

26 13C - The Court finds that it is expressly understood and
27 agreed by the parties that should any paragraph or provision or
28 any portion of this Agreement be held to be invalid, illegal or

1 void, then any such paragraph, provision or portion shall be
 2 deleted from the within Marital Settlement Agreement/Stipulated
 3 Judgment, and the within Agreement shall be read as though such
 4 invalid, illegal or void paragraph, provision or portion was
 5 never included herein, and the remainder of the within Agreement
 6 excluding such invalid, illegal or void paragraph, provision or
 7 portion, shall nevertheless subsist and continue in full force
 8 and effect unless the invalid, illegal, or void paragraph,
 9 provision or portion constitutes a material failure of
 10 consideration.
 11

12 ALL OF THE FOREGOING is hereby agreed to:

13
 14 Dated: April 29, 2003 Deena Lumia
 DEENA LUMIA, Petitioner

15
 16 Dated: April 30th, 2003 Eric Wilson
 ERIC WILSON, Respondent.

17
 18
 19 APPROVED AS CONFORMED TO AGREEMENT OF THE PARTIES:

20 BOLDRA, KLUEGER & STEIN, LLP

21
 22 Dated: April 30, 2003 By: Robert F. Klueger
 ROBERT F. KLUEGER Attorney
 For Petitioner DEENA LUMIA

23
 24
 25 Dated: 30 April, 2003 Fredric J. Greenblatt
 FREDRIC J. GREENBLATT,
 Attorney for Respondent
 ERIC WILSON

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDER

IT IS SO ORDERED:

Dated: JUL 25 2003, 2003



JUDGE OF THE SUPERIOR COURT