

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

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ATTORNEY FOR (Name): Respondent Edward Asner

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS: same

CITY AND ZIP CODE: Los Angeles, California 90012-3117

BRANCH NAME: Central District

LOS ANGELES SUPERIOR COURT

AUG 26 2009

JUDICIAL OFFICER

CLERK OF COURT

MARRIAGE OF

PETITIONER: Cindy Asner

RESPONDENT: Edward Asner

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:

CASE NUMBER:

BD475475

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: **AUG 26 2009** Dept.: **Department 88** Room:
- b. Judicial officer (name): **SCOTT M. GORDON** 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): **November 6, 2007**
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):
(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.

CASE NAME (Last name, first name of each party): <u>Cindy Asner v. Edward Asner</u>	CASE NUMBER: <u>BD475475</u>
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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
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 - (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:

JUDICIAL OFFICER

5. Number of pages attached: 20

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.

3 Pursuant to the Stipulation of the Petitioner CINDY ASNER and Respondent EDWARD
4 ASNER set forth herein below, it is ORDERED, ADJUDGED and DECREED as follows:

5 **I. STATISTICAL INFORMATION**

6 The COURT FINDS that the following information has been set forth by the parties:

7 1. Petitioner Cindy Asner ("Cindy") and Respondent Edward Asner ("Ed") were
8 married on August 2, 1998. Cindy contends that the parties' date of separation is August 2, 2007.
9 Ed contends that the parties' date of separation is July 15, 2007. The duration of the marriage was
10 approximately 8 years and 11 months. There are no minor children from this marriage.

11 2. Cindy and Ed were residents of the County of Los Angeles, State of California, at the
12 time this action was filed and resided continuously in this state and county for a period in excess of
13 six months prior to the filing of the action for legal separation.

14 3. Irreconcilable differences have arisen between the parties which have led to the
15 irremediable breakdown of the marriage, making it impossible for the parties to live together as
16 husband and wife and they have agreed to separate and live permanently apart. On November 6,
17 2007, Cindy caused to be filed a Petition for Legal Separation in the Superior Court of the State of
18 California for the County of Los Angeles, Case No. BD 475 475.

19 4. The parties intend this Stipulated Judgment to be a final and complete settlement of
20 all of their rights and obligations as between them, including property rights and property claims, and
21 the right of either Cindy or Ed to spousal support.

22 5. During the marriage, Cindy and Ed have acquired certain community property, all of
23 which is intended to be disposed of pursuant to this Stipulated Judgment. The Court finds that the
24 parties are fully advised as to the nature and amount of community property wages, income, and
25 assets.

26 6. The Court finds that the parties enter into this Stipulated Judgment for the purpose
27 of effecting a complete and final division of their community property, a confirmation of their
28 separate property and for the purpose of resolving all other rights of Cindy and Ed.

1 7. The Court finds that the parties shall live separate and apart, and each shall be free
2 from interference, authority and control by the other as fully as if he or she were unmarried. Each
3 may conduct, carry on and engage in any employment, business, trade or profession which he or she
4 deems advisable for his or her own sole and separate use and benefit, free from any control, restraint
5 or interference, direct or indirect, by the other party, in all respects as if each were unmarried.

6 8. In consideration for the execution of this Stipulated Judgment by each of the parties
7 hereto, the Court finds that each party waives, releases and forever discharges the other party and the
8 other party's heirs, executors, administrators, assigns, property and estate from any and all rights
9 claims, demands and obligations of every kind and nature for community property, homestead,
10 inheritance, family allowance, letters of administration, descent and distribution, excepting however,
11 any and all property specifically referred to in this Stipulated Judgment hereinafter, and each party
12 is and shall be forever barred from having or asserting any such right, claim, demand or obligation
13 at any time hereinafter for any purpose, except as may be provided by Will or Codicil executed after
14 the date of this Stipulated Judgment. Except as herein provided to the contrary, the Court finds that
15 the parties hereto shall and do hereby mutually waive, release and forever discharge each other from
16 any and all actions, suits, debts, claims, demands and obligations whatsoever, both in law and in
17 equity, which either of them has had, or has, or may at any time in the future have against the other
18 upon or by reason of any matter, cause or thing, prior to the execution of this Stipulated Judgment.

19 9. The Court finds that this Stipulated Judgment is made and entered into freely and
20 voluntarily by both of the parties, free from any duress, constraint or influence of any kind or nature
21 on the part of any person. The Court finds that each party enters into this Stipulated Judgment with
22 counsel of his/her own choosing, acting solely upon his/her own independent judgment, after
23 consultation with counsel and full advice with respect to his/her rights and obligations.

24 10. The Court finds that Cindy and Ed have acknowledged, for herself or himself, that
25 she or he has been advised that Family Code Sections 721 and 1100 provide that a fiduciary and
26 confidential relationship exists between spouses which "imposes a duty of the highest good faith and
27 fair dealing on each spouse and neither shall take any unfair advantage of the other;" that this
28 obligation shall continue "until such time as the assets and liabilities have been divided by the parties

1 or by a court," that said "duty includes the obligation to make full disclosure to the other spouse of
2 all material facts and information regarding the existence, characterization and valuation of all assets
3 in which the community has or may have an interest and debts for which the community is or may
4 be liable, and to provide equal access to all information, records and books that pertain to the value
5 and character of those assets and debts, upon request."

6 11. The Court enters this Stipulated Judgment pursuant to the laws of the State of
7 California.

8 **II. SPOUSAL SUPPORT**

9 1. As and for spousal support, commencing August 1, 2009, Ed shall pay to Cindy the
10 base sum of \$6,000 per month, payable in full on or before the 10th of each month, continuing until
11 Cindy's death, Ed's death or Cindy's remarriage, whichever first occurs. This figure is based upon
12 Ed earning \$300,000 per year and Cindy earning no income.

13 2. As and for additional spousal support, commencing January 1, 2010 and continuing
14 until Cindy's death, Ed's death or Cindy's remarriage, whichever first occurs, Cindy shall receive
15 30% of anything Ed earns on a gross basis in excess of between \$300,000 per year and a maximum
16 of \$500,000 per year ("the additional 30% payment"). The additional 30% payment shall be payable
17 to Cindy only after the payment of agents, the business manager and \$100,000 annually for business
18 expenses are first made, and such payment to Cindy will be made by Ed as soon as funds are
19 available. With respect to 2009, if Ed receives earnings in excess of between \$300,000 and
20 \$500,000 from August 1, 2009 through December 31, 2009, then Cindy shall be entitled to the
21 additional 30% payment for 2009.

22 3. As and for further spousal support, until the home equity line of credit is paid off as
23 set forth in Paragraph IV.2 below, or until Cindy's death, Ed's death or Cindy's remarriage,
24 whichever first occurs, Ed shall pay Cindy an additional \$300 per month payable by the 15th of each
25 month.

26 4. The Court finds that this spousal support order meets the marital standard of living.

27 5. The Court shall reserve jurisdiction over spousal support as to both parties.

28 6. **After-Death Residual Payments:** If Ed pre-deceases Cindy, upon Ed's death, Cindy

1 shall be paid a base amount of the first \$1,500 per month of the royalty and residual income paid to
2 Ed's estate. In addition to the base amount (\$1,500), Cindy shall receive an additional 20% of the
3 balance of royalties and residuals in excess of the base amount of \$1,500, such that the additional
4 20% shall equal a maximum cumulative total of \$1,500 per month. In no event shall the total after-
5 death residual payments to Cindy as set forth herein exceed \$3,000 per month. The royalties and
6 residuals shall be calculated quarterly and paid to Cindy quarterly on the first day of the second
7 month following the quarter's end. The after-death residual payments as set forth in this paragraph
8 shall accrue only in the event that Cindy is unmarried at the time of Ed's death, continuing until
9 Cindy's death, remarriage, or further Court order, whichever occurs first. If Cindy is remarried at
10 the time of Ed's death, the after-death residual payments as set forth herein shall not accrue and
11 Cindy shall not be entitled to them.

12 7. Ed anticipates receiving from his accountant a Statement of Revenue of Ed's Earning
13 on a Gross Basis for the Quarter ("Statement of Revenue") on a quarterly basis, on the first day of
14 the second month following the quarter's end. Upon his receipt of the Statement of Revenue, Ed
15 shall provide Cindy with same for her review.

16 8. In the event that Ed pays any expense on Cindy's behalf or for her benefit, including
17 but not limited to, her housekeeper, her car payment, or her health insurance, for example, Ed shall
18 have the right to offset said payments against his spousal support obligation.

19 **III. DIVISION OF PROPERTY**

20 1. **Property Awarded To Cindy.** Ed hereby transfers, assigns, and confirms the
21 following property to Cindy as her sole and separate property, together with all liabilities and
22 obligations related thereto. Ed shall have no right, title, or interest therein, and Cindy shall pay,
23 indemnify and hold Ed harmless relative to:



27 Lot 14 of Tract 17891, in the City of Los Angeles, in the County of
28 Los Angeles, State of California, as per map recorded in Book 465
Page(s) 16, 17 AND 18 of MAPS, in the office of the County

1 Recorder of said County.

2 and all of its contents therein, except and subject to the following provisions:

3 (1) Assuming Cindy keeps the house, she has a choice. She either needs
4 to remove Ed's name from the home loan documents or, if she does not do so, Ed shall make the
5 mortgage payments on Cindy's behalf and deduct those payments from the spousal support payments
6 set forth herein. For so long as Ed is named as a borrower with respect to any indebtedness which
7 is secured by the residence, he shall have the right to the mortgage interest deduction relative to the
8 Mound View home.

9 (2) If Cindy pre-deceases Ed, then the Mound View home (or the
10 remaining proceeds if same has been sold) shall be left to Ed, and Ed will dedicate 75% of the
11 residence (or the proceeds from same if it has been sold) to Charles Asner ("Charles") and 25% of
12 the residence (or the proceeds from same if it has been sold) to Cindy's granddaughter Schuyler
13 ("Schuyler"), and

14 (3) If Ed passes before Cindy, upon Cindy's death she shall leave the
15 Mound View home to be held in trust, 75% for the benefit of Charles and 25% for the benefit of
16 Schuyler, or if the house has been sold, to bequeath the remaining proceeds, in the same ratio, for
17 the same purpose.

18 (a) Charles's 75% interest in either the Mound View home or, if
19 the house has been sold, in the remaining proceeds as set forth herein above shall be non-modifiable.
20 In no event shall Charles's 75% interest in either the Mound View home or, if the house has been
21 sold, in the remaining proceeds be diminished by Cindy or any other third-party.

22 (4) Upon executing this Judgment, Cindy shall forthwith create a valid
23 and binding estate planning document which has the effect of satisfying her obligations to create the
24 mandated trusts upon her death.

25 B. One-half (½) of the after-death benefits from Ed's AFTRA account, which
26 amounts to approximately \$827.50 per month.

27 C. All right, title and interest in and to any and all checking and/or savings
28 accounts held solely in Cindy's name.

1 D. All right, title and interest in and to the 2007 Toyota Camry currently in
2 Cindy's possession, custody and control.

3 E. All right, title, and interest in and to Cindy's clothing, jewelry, and other items
4 of a personal nature which are currently in her possession, custody and control.

5 2. **Property Awarded To Ed.** Cindy hereby transfers, assigns, and confirms the
6 following property to Ed as his sole and separate property, together with all liabilities and obligations
7 related thereto. Cindy shall have no right, title, or interest therein, and Ed shall pay, indemnify and
8 hold Cindy harmless relative to:

9 A. All right, title and interest in and to the Apple Valley Property, a vacant lot
10 with a legal description of:

11 W 1/2 W 1/2 N 1/2 N 1/2 SEC 13 TP 7N R 1W EX MNL RTS
12 RESERVATION OF RECORD 40 AC.

13 Ed shall bequeath at least 50% of his interest in this property to Charles.

14 B. All right, title and interest in and to the Montana Condominium, located at
15 11970 Montana Avenue, #210, Los Angeles, California 90049, with the following legal description:

16 (A) AN UNDIVIDED 1/51ST INTEREST IN AND TO LOT 1 OF
17 TRACT NO. 33687, IN THE CITY OF LOS ANGELES, COUNTY
18 OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP
19 RECORDED IN BOOK 896 PAGES 88 AND 89 OF MAPS, IN THE
20 OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
21 EXCEPT THEREFROM UNITS 1 TO 51 INCLUSIVE OF TRACT
22 33687, AS SHOWN AND DEFINED ON THE CONDOMINIUM
23 PLAN RECORDED JULY 25, 1978 AS INSTRUMENT NO. 78-
24 806353. OF OFFICIAL RECORDS, LOS ANGELES COUNTY.
25 (B) UNIT 16, AS SHOWN AND DEFINED ON THE
26 CONDOMINIUM PLAN REFERRED TO ABOVE.

27 Ed shall bequeath his interest in this property to Charles.

28 C. All right, title and interest in and to any and all payments made to Ed,
including but not limited to royalties and/or residuals earned for any of Ed's work efforts ever,
including but not limited to those made prior to, during, or after the parties' marriage, arising out of
the talents, skill, efforts, and abilities of Ed at any time, whether separate or community property in
nature.

3 (5) Any and all other savings and/or checking accounts held in Ed's name
4 not listed herein.

5 G. All right, title and interest in and to the 2005 Toyota Prius currently in Ed's
6 possession, custody and control.

7 H. All right, title and interest in and to Ed's clothing, jewelry, and other items
8 of a personal nature which are currently in his possession, custody and control.

9 3. **Confirmation of Separate Property.** Except as expressly set forth herein, all
10 property owned by Cindy before the date of marriage, August 2, 1998, all property acquired by Cindy
11 after marriage by gift, devise, or bequest, and all rents, issues and profits of such property is
12 confirmed to Cindy. Except as expressly set forth herein, all property owned by Ed before the date
13 of marriage, August 2, 1998, all property acquired by Ed after marriage by gift, devise, or bequest,
14 and all rents, issues and profits of such property is confirmed to Ed.

15 4. **Property Acquired After Separation.** It is confirmed that all of Cindy's earnings
16 and accumulations after the date of separation, July 15, 2007, are Cindy's sole and separate property.
17 It is confirmed that all of Ed's earnings and accumulations after the date of separation, July 15, 2007,
18 are Ed's sole and separate property.

19 5. **Award of Property.** The Court orders that all property awarded hereunder shall
20 become the property and/or obligation of the party so designated immediately upon entry of this
21 Stipulated Judgment.

22 6. **Waiver of Interest in Future Earnings and Acquisitions.** The Court finds that
23 except as otherwise provided herein, each party shall own and hold the property received by him or
24 her under the terms of this Stipulated Judgment, and all earnings and other property acquired by each
25 after the date of separation, July 15, 2007, as his or her sole and separate property, free from any
26 claim of the other or of any creditor of the other by reason of the community property laws of the
27 State of California, or by reason of any other law or fact.

28 7. **Reservation of Jurisdiction.** The Court reserves jurisdiction to implement the

1 allocation, division and distribution of community property set forth herein in the event disputes
2 arise regarding the allocation, division and implementation thereof.

3 **IV. ASSIGNMENT OF DEBTS**

4 1. **Basic Allocation.** The Court finds that, unless specifically provided otherwise in this
5 Stipulated Judgment, each party is ordered to be responsible for paying any and all obligations
6 (whether known or unknown to either party) secured by property received by that party under the
7 terms of this Stipulated Judgment. Those debts, obligations, and liabilities known to both parties
8 and incurred prior to the date of separation (and not otherwise specifically assigned to a party under
9 this Stipulated Judgment), shall be paid by the party or parties responsible for incurring the debt or
10 obligation. Except as otherwise provided for in this Stipulated Judgment, any debt or claim against
11 the parties, unknown to one or both parties and incurred prior to the date of separation, shall be the
12 responsibility of the party or parties incurring the debt or obligation.

13 2. **Home Equity Line of Credit:** The existing debt owing on the Home Equity Line of
14 Credit for the Mound View home is confirmed as Ed's sole responsibility. It is Ed's intent to pay
15 off the line of credit as he is able to do so.

16 3. **Taxes:** Ed will be solely responsible for the 2007 income tax liability in the
17 approximate amount of \$16,000, without the right to reimbursement or credit therefor.

18 4. **Debts Incurred after Separation.** Unless specifically provided otherwise in this
19 Stipulated Judgment, debts and/or obligations, known or unknown, incurred after the date of
20 separation shall be paid by the party incurring said debt or obligation.

21 5. **Warranties Regarding Debts and Obligations.** The Court finds that except as
22 otherwise specifically provided for herein, each party has warranted to the other that he or she has
23 not incurred and will not incur any debts, liabilities or obligations as to which the other is, or may
24 be, liable other than the encumbrances and obligations referred to in this Stipulated Judgment. The
25 Court finds that except as otherwise specifically provided for herein, any and all such debts,
26 liabilities or obligations incurred by either party and not expressly referred to in this Stipulated
27 Judgment shall be the obligation of the party incurring such debts, liabilities or obligations, and the
28 incurring party shall release the other from any and all such debts, liabilities and obligations and shall

1 indemnify and hold the other party harmless therefrom.

2 6. The Court finds that the party incurring any such debts, liabilities or obligations not
3 expressly referred to in this Stipulated Judgment shall, at his or her sole expense, defend the other
4 against any claim, action or demand, or threat thereof, brought seeking to hold the other liable
5 thereon, whether or not valid, and shall hold the other harmless therefrom together with reasonable
6 attorney's fees and costs incurred in connection with any defense thereof. The parties or their
7 representatives are to notify the other party immediately upon notification of such liabilities, claims,
8 actions and/or lawsuits and the parties shall cooperate with each other in contesting, opposing,
9 negotiating or settling such liabilities, claims, actions and/or lawsuits.

10 7. Claims by Third Parties. The Court finds that Cindy and Ed recognize that this
11 Stipulated Judgment is not binding upon third parties and that in the event any third party seeks to
12 hold one party liable on the debts or in connection with the obligations that the other has been
13 assigned by this Stipulated Judgment, then the indebted party herein is ordered to defend and/or
14 compromise and settle any lawsuits, claims, demands or actions brought, at his or her own expense
15 and, further, to pay, indemnify and hold the other non-indebted party harmless, immediately upon
16 demand, from any and all such claims, demands, liabilities, obligations or other debts that the
17 non-indebted party may be caused to incur to defend himself or herself, including, but not limited
18 to, payments for reasonable attorneys' fees and costs incurred by the non-indebted party.

19 **V. EQUALITY OF DIVISION OF COMMUNITY ASSETS AND OBLIGATIONS.**

20 1. The Court finds that the distribution of the assets and obligations, referred to in this
21 Stipulated Judgment is fair and equitable in light of the assets and obligations of the parties and
22 based upon the facts and circumstances of the marriage of the parties hereto.

23 2. In the event a Court of competent jurisdiction determines that the distribution of the
24 assets and/or obligations referred to in this Stipulated Judgment is not fair, equal and/or equitable,
25 based upon the assets and obligations of the parties and the facts and circumstances of this marriage,
26 then Cindy and Ed each waive their right to a different distribution and division of the assets and
27 obligations and what a Court of competent jurisdiction might have ordered as a fair, equitable and/or
28 equal distribution and division of these assets and obligations at the time that said distribution was

1 made, except as otherwise provided herein.

2 **VI. TAXES**

3 1. The Court orders that Cindy and Ed shall each be solely responsible for all taxes due
4 on their separate income tax returns and shall indemnify the other party upon demand from any
5 taxes, penalties and interest attributable to any separately filed returns.

6 2. In the event either Cindy or Ed receives any notification from either the Internal
7 Revenue Service or the Franchise Tax Board, that party is ordered to notify the other in writing
8 within ten (10) days of receipt of said notification and cooperate reasonably and in a timely manner
9 with the other in any proceedings on any alleged deficiency.

10 3. The Court finds that the transfers made pursuant to this Stipulated Judgment are
11 incident to a legal separation and are made pursuant to Internal Revenue Code Section 1041. The
12 transfers made pursuant to Internal Revenue Code Section 1041 are tax-free to Cindy and Ed. Each
13 party shall, at the request of the other, execute any election required pursuant to Section 1041. The
14 spouse to whom specific property is assigned above shall take such property with the income tax
15 basis which existed immediately prior to the assignment. Neither Cindy nor Ed shall seek or claim,
16 as a result of the division of property herein, any stepped-up or increased income tax basis on any
17 asset assigned to such party pursuant to this Stipulated Judgment. If either party seeks any such
18 stepped-up or increased income tax basis, and by reason thereof the other party is assessed or sought
19 to be assessed with any tax liability, such party shall indemnify the other from any such tax liability,
20 including interest and penalties associated with such tax assessment.

21 4. The Court finds that in the event that the spouse to whom specific property is so
22 assigned realizes taxable gain upon the sale or exchange of such property, that spouse shall be solely
23 responsible for any tax attributable to the sale or exchange. Nothing contained in this Section shall
24 preclude either spouse from deferring recognition of gain to the extent permissible under applicable
25 tax laws.

26 5. The Court finds that each party is aware that there are certain tax consequences that
27 may follow from this Stipulated Judgment, and that each party has been advised to seek independent
28 tax counsel to advise them of the tax consequences, and such counsel in this legal separation matter

1 cannot make representations or render advice with respect to the tax consequences to either party as
2 a result of the terms of this Stipulated Judgment.

3 **VII. DECLARATIONS OF DISCLOSURE AND WAIVER OF DISCOVERY RIGHTS**

4 1. The Court finds that the parties have exchanged preliminary and final declarations
5 of disclosure pursuant to Family Code Section 2104 and Family Code 2105.

6 2. The Court finds that both parties understand their rights to conduct discovery to verify
7 the facts and circumstances upon which this Stipulated Judgment is based. Each party has conducted
8 some informal and formal discovery and investigation of the issues and facts in this case, including
9 discovery and investigation into the assets and obligations of the parties and the community. Having
10 conducted such discovery and investigation, each party is willing to proceed with this Stipulated
11 Judgment based upon the information he or she has. Each party waives a full evidentiary hearing
12 on the merits with respect to the issue and facts resolved by this Judgment.

13 3. The Court finds that the parties have been advised that the facts may turn out to be
14 other than the parties understand them, that assumptions made by the parties based on the facts as
15 they understand them may be incorrect, and that had the parties known the facts as they may turn out
16 to be, they may not have entered into this Stipulated Judgment.

17 4. The Court finds that Cindy has knowingly, intelligently, and voluntarily decided to
18 waive her right to conduct discovery, and that Ed has knowingly, intelligently, and voluntarily
19 decided to waive his right to conduct further discovery. The Court finds that the parties instead rely
20 on their own knowledge and judgment with respect to the facts and circumstances, to assume the risk
21 of facts being different than the parties understand them to be, and to enter into this Stipulated
22 Judgment. Furthermore, the Court finds that the parties have not relied upon any representation by
23 their attorneys or consulting attorneys with respect to the nature, extent, or value of the parties'
24 community property, the nature, extent or amounts of the parties' community liabilities, either
25 party's separate property or separate liabilities, the amount of income available for support, the
26 parties' expenses, or any other matter whatsoever. Each party agrees to hold the other party, as well
27 as counsel, harmless from any claim or liability arising out of the failure to conduct further formal
28 discovery.

1 5. Undisclosed Assets. Except as otherwise provided in this Stipulated Judgment, if
2 it is discovered later that either party owned any single asset with a fair market value in excess of
3 \$1,000 at the time of entry of the Stipulated Judgment in which the other party had an interest, the
4 party possessing the property shall immediately, at the election of the other party: (A) Transfer a
5 one-half interest in that property to the other party; (B) Pay the full fair market value of the other
6 party's interest in that property as of the effective date of the Stipulated Judgment; or (C) Pay the full
7 fair market value of the other party's interest at the time the interest is discovered. This provision
8 shall not impair the availability in a court of competent jurisdiction of any other remedy arising from
9 the undisclosed ownership of an asset.

10 6. Unauthorized Gifts. The Court finds that each party warrants to the other party that
11 the warrantor has not made, without the warrantee's knowledge and consent, any gift or disposition
12 of their community property with a fair market value in excess of \$500 other than dispositions in
13 exchange for valuable consideration to the community. If it later appears that the warrantor has
14 made a disposition of community property contrary to this warranty, the warrantor shall immediately
15 pay the warrantee one-half the fair market value of that community property.

16 **VIII. WAIVER OF ALL CLAIMS**

17 1. Based upon the Stipulated Judgment of the parties, the Court finds that this Stipulated
18 Judgment shall be a full and final accord and satisfaction of all claims each of the parties has or may
19 have against the other, including any and all actions based upon any physical and/or mental
20 conditions arising from, before, and/or after the course of the parties' relationship, except for the
21 obligations and warranties expressly set forth herein. Specifically, and not by way of limitation, the
22 Court finds that the parties waive any and all rights to an account for the expenditure of community
23 monies and waive any and all claims which either may have against the other for reimbursement for
24 monies spent by either of them for the benefit of the community or the benefit of either of the parties.
25 Accordingly, except for the provisions contained herein, and the performances contemplated herein,
26 the Court finds that each of the parties releases, indemnifies, and hold the other harmless from any
27 and all claims and demands which either may have against the other.

28 2. The Court finds that Cindy and Ed each waive any and all reimbursement claims each

1 may have against the other arising from the marital relationship, including but not limited to, claims
2 for retroactive support, *Epstein* credits, *In re Marriage of Epstein* (1979) 24 Cal. 3d 76, which
3 includes all rights to reimbursement to which a party may be entitled to as a result of the payment
4 of community obligations since the date of separation, and *Watt* charges, *In re Marriage of Watt*
5 (1985) 171 Cal. App. 3d 366, which includes all rights to reimbursement to which a party may be
6 entitled to as a result of one party's use of community assets since the date of separation.

7 3. The Court finds that except as otherwise provided in this Stipulated Judgment, each
8 of the parties hereto does, upon execution of this Stipulated Judgment, release the other from any
9 and all actions, liabilities, claims, demands, and obligations, whether known or unknown, foreseen
10 or unforeseen, patent or latent, or mature or unmatured, that the parties may have against each other.

11 4. The parties hereby waive application of Civil Code § 1542. The Court finds that the
12 parties certify that they have read the following provisions of Civil Code § 1542:

13 A general release does not extend to claims which the creditor does not know or
14 suspect to exist in his favor at the time of executing the release, which if known by
him must have materially affected his settlement with the debtor.

15 The Court finds that the parties acknowledge that the significance and consequence of this
16 waiver of Civil Code § 1542 is that even if they should eventually suffer additional damages relating
17 to claims that currently exist, they will not be able to make any claim for those damages. The Court
18 finds that the parties further acknowledge that they intend these consequences even as to claims for
19 damages that may exist as of the date of this release but which the parties do not know exist, and
20 which, if known, would materially affect their decision to agree to this release, regardless of whether
21 the parties' lack of knowledge is the result of ignorance, oversight, error, negligence, or any other
22 cause.

23 **IX. ADVICE OF COUNSEL**

24 1. **Cindy's Retention of Legal Counsel.** Cindy was first represented by Glen H.
25 Schwartz, Esq. of Law Office of Glen H. Schwartz, then by Lisa Helfend Meyer, Esq. of Meyer,
26 Olson & Lowy, and then by Cari M. Pines, Esq. of Pines, Laurent & Lauer. As of June 2, 2009,
27 Cindy is in pro per. Cindy hereby acknowledges the following: she is aware of the right to retain her
28 own attorney and to have her own attorney's advice at all times; she understands that Ed's attorneys,

1 Reuben, Raucher & Blum, have not represented her nor advocated her interests in connection with
2 the negotiations leading to the Judgment; she has been advised it would be better for her to retain
3 her own independent attorney; she understands that even though not formally represented, she can
4 have an independent attorney review this Judgment and all documents pertaining thereto and give
5 her independent legal advice about their contents and legal effect; and that she can take any
6 reasonable amount of time for mature reflection or independent review of this Judgment and all
7 documents pertaining thereto before executing them. Cindy has read and carefully considered this
8 Judgment and all documents pertaining thereto and she is satisfied that she is aware of their contents
9 and understands their legal effect.

10 2. **Ed's Retention of Legal Counsel.** The Court finds that Ed has retained Stephanie
11 I. Blum, Esq., of Reuben, Raucher & Blum, to advise him in connection with the negotiations
12 leading to the Stipulated Judgment and this proceeding for legal separation. The Court finds that Ed
13 warrants he has read the Stipulated Judgment, has had its contents fully explained to him by his
14 counsel and is aware of its contents and legal effect.

15 **X. ATTORNEYS' FEES AND COSTS**

16 1. **Through Entry of This Judgment of Legal Separation.** As and for attorneys fees
17 and costs, Ed shall contribute no more than a total of \$35,000 to Cindy's attorneys fees and costs.
18 Each party shall be responsible for payment of all the attorneys fees and costs each has incurred
19 relative to this action and each shall pay, indemnify and hold the other harmless relative to same
20 (including any attorneys fees and costs a party is forced to incur relative to this issue) except that Ed
21 shall contribute a maximum of \$35,000 toward Cindy's attorneys fees and costs. This contribution
22 shall be payable by Ed directly to the professional who is owed fees as per Cindy's instructions.
23 From the \$35,000 referenced herein, Ed shall promptly pay Cari Pines directly the sum of \$20,000
24 as payment for Cindy's bill in full if paid by July 15, 2009 in full. To the extent that Cindy is to be
25 held responsible for the payment of any fees and/or costs relating to this action above the \$35,000
26 referenced herein, she understands that she alone shall be responsible for same. Cindy shall be solely
27 responsible for the payment of her own attorneys fees and costs incurred relative to this action in
28 excess of the \$35,000 provided herein.

1 2. **In the Event of Future Modifications to this Judgment.** In the event Cindy seeks
2 a modification of this Judgment in the future, including but not limited to a modification of spousal
3 support, Cindy shall be responsible for the entirety of her attorneys fees and costs associated
4 therewith. In connection with any future fee request by either party (and nothing in this sentence is
5 intended to negate the fact that the Court shall not have jurisdiction to order Ed to pay Cindy's fees
6 in connection with any modification request she brings by virtue of her agreement to these terms
7 outlined in this Paragraph X.2), the Court shall take into account that in connection with this
8 settlement Ed agreed that the family residence and all the contents of same that the parties owned
9 jointly were confirmed to Cindy with Ed's share being valued at no less than \$400,000 to \$500,000.

10 **XI. MISCELLANEOUS PROVISIONS**

11 1. **Social Security Rights.** The parties shall retain their respective Social Security rights
12 as their respective sole and separate property. Under present law, and to the extent the parties are
13 eligible under federal law, one party may have derivative rights to obtain payment from the Social
14 Security system from employment by the other party during the marriage; any such payments made
15 directly to a party shall constitute the sole and separate property of the recipient.

16 2. **Health Insurance.** Upon entry of this Judgment, each party shall be responsible for
17 the payment of their own health insurance. If Ed makes any payments toward Cindy's health
18 insurance, including but not limited to payments of the monthly premiums and/or payments of
19 unreimbursed medical costs, Ed shall retain the right to offset such payments made on Cindy's behalf
20 from her spousal support.

21 3. **Waiver of Inheritance Rights.** The Court finds that each party has knowingly,
22 intelligently and voluntarily waived their inheritance rights as set forth herein. Specifically, except
23 as otherwise provided in this Stipulated Judgment, each party has waived all rights of a surviving
24 spouse to receive any of the following: (A) property that would pass from the decedent by intestate
25 succession; (B) property that would pass from the decedent by testamentary disposition in a will or
26 trust agreement unless made after this Stipulated Judgment has been filed; (C) probate homestead;
27 (D) the right to have exempt property set aside; (E) a family allowance; (F) the right to have an estate
28 set aside; (G) the right to elect to take community or quasi-community property against the

1 decedent's probate or non-probate estate; (H) the right to take the statutory share of an omitted
2 spouse; (I) the right to be appointed as a fiduciary in any capacity for the decedent's probate or
3 non-probate estate; and (J) an interest in property received pursuant to a non-probate transfer on
4 death.

5 4. **Carrying out and Cooperation.** The parties shall do any and all acts, and make,
6 execute and deliver any and all documents and instruments, concurrently with the execution of this
7 Stipulated Judgment, including, but not limited to, Quitclaim or other deeds, pink slips, bank
8 transactions and credit card releases, as the other party shall reasonably require for the purpose of
9 evidencing this Stipulated Judgment or effectuating its purpose and intent. The failure on the part
10 of either party to deliver any and all documents, properly authenticated and executed in a manner
11 sufficient to transfer the full right, title and interest in the conveying party, shall be deemed default
12 by said party. In the event of any such default in performance under this paragraph, the injured party
13 is authorized to obtain the remedy of specific performance with respect to any such transfer in
14 default, and each party expressly consents to the Clerk of the Superior Court, upon *ex parte* Motion,
15 to be the party authorized to transfer the title of such property in lieu of the conveyance by the
16 defaulting party, and same shall be effective as if delivered by and executed by the party required to
17 do the same. Notwithstanding any other provision of this Stipulated Judgment, if either party is
18 required to bring any action to enforce this Stipulated Judgment or any provision herein or any Court
19 order made pursuant to this Stipulated Judgment, the prevailing party shall be entitled to recover
20 costs and reasonable attorneys' fees.

21 5. **Notice Re: Wills and Trusts Pursuant to Family Code Section 2024.** The Court
22 finds that the parties are aware of Family Code Section 2024 advising parties to a legal separation
23 to review their wills, insurance policies, retirement benefit plans, credit cards, credit accounts, credit
24 reports, and other matters that they may wish to change. The parties are advised to review all
25 property rights and employment benefits that have survivorship or inheritance factors (including,
26 without limitation, life insurance, pensions, trusts, jointly held real and personal property, and bank
27 accounts) to insure that each expresses the present intent of the parties, particularly with respect to
28 title and beneficiary designation. The Court finds that the parties certify that they have read the

1 following provisions of Family Code Section 2024:

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

6 Dissolution or annulment of your marriage may also automatically cancel your rights
7 under your spouse's will, trust, retirement benefit plan, power of attorney, pay on
8 death bank account, transfer on death vehicle registration, survivorship rights to any
9 property owned in joint tenancy, and any other similar thing. It does not
10 automatically cancel your rights as beneficiary of your spouse's life insurance policy.

9 You should review these matters, as well as any credit cards, other credit accounts,
10 insurance policies, retirement benefit plans, and credit reports to determine whether
11 they should be changed or whether you should take any other actions in view of the
12 dissolution or annulment of your marriage, or your legal separation.

12 6. **Continuing Jurisdiction.** Except as otherwise specifically provided for herein, the
13 Superior Court of California, County of Los Angeles, retains jurisdiction over the parties and
14 property in their legal separation proceeding to settle any disputes arising from or to interpret this
15 Judgment and to dispose of any after-discovered property.

16 7. **Breach and Enforcement of Judgment.** Notwithstanding any other provision of
17 this Stipulated Judgment, the Court orders that should either party be in default or breach of this
18 Stipulated Judgment, such that the other party is required to bring any action or proceeding to
19 enforce any provision contained in this Stipulated Judgment, or to enforce any order made by the
20 Court in connection with this Stipulated Judgment or the legal separation of the parties, the party
21 prevailing in such action or proceeding shall be entitled to receive from the other party such
22 reasonable attorneys' fees and other reasonable and necessary costs in respect thereto as shall be
23 fixed by the Court.

24 8. **Modification, Revocation or Termination.** This Stipulated Judgment may be
25 amended or revoked only by a writing expressly referring to this Stipulated Judgment and signed by
26 both Cindy and Ed. Each of the parties waives the right to claim in the future that this Stipulated
27 Judgment was modified, canceled, or superceded by oral stipulations or conduct.

28 9. **Careful Review of Stipulated Judgment.** The Court finds that this Stipulated

1 Judgment and each and every paragraph and part, have been carefully read by each party. Each party
2 fully and completely understands and is cognizant of the terms and conditions of this Stipulated
3 Judgment and the effect of each and all of the terms and provisions contained in this Stipulated
4 Judgment.

5 10. **Construction of Judgment.** The Stipulated Judgment has been prepared by Ed's
6 counsel. However, the negotiations of the Stipulated Judgment between Cindy and Ed have been
7 conducted at arms length. Accordingly, regardless of the fact that Ed's counsel drafted the Stipulated
8 Judgment, each provision of the Stipulated Judgment shall be interpreted fairly and simply, and not
9 strictly for or against either of the parties.

10 11. **Judgment Supersedes Prior Orders.** This Stipulated Judgment supersedes any prior
11 orders issued in this case, if any, and upon execution of this Stipulated Judgment by the parties, all
12 such prior orders are null, void and of no further force and effect.

13 12. **Defaults Not Waived.** No waiver of any breach of any term or provision of the
14 Stipulated Judgment shall be a waiver of any preceding or succeeding breach of the same or any
15 other provisions of it.

16 13. **Binding Effect.** The Stipulated Judgment shall bind the parties hereto and their
17 respective heirs, successors, executors, administrators, assigns and legal representatives.

18 14. **Waiver of Appeal.** The Court finds that the parties have knowingly and intelligently
19 waived the right to appeal, the right to request a statement of decision, and the right to move for a
20 new trial or for reconsideration.

21 15. **Severability.** If any provision in this Stipulated Judgment is held to be void, invalid,
22 inoperative or unenforceable, such facts shall not affect any other clause, provision or condition
23 thereof.

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27 ///

28 ///

1 16. **Execution.** This Stipulated Judgment may be executed in duplicate counterparts,
2 each of which shall be considered as an original. Faxed signatures on this agreement shall be
3 deemed to be original manually signed executions of this Stipulated Judgment.

4 **WE ACKNOWLEDGE THAT THE PROVISIONS OF THE FOREGOING STIPULATED**
5 **JUDGMENT ARE BASED ON THE STIPULATIONS OF THE PARTIES AND DO**
6 **REPRESENT THE PARTIES' STIPULATION. WE HAVE READ THE ABOVE**
7 **STIPULATED JUDGMENT AND UNDERSTAND IT. WE REQUEST THE COURT TO**
8 **SIGN IT. THE FOREGOING IS AGREED TO BY:**

8 Dated: _____

SIGNATURE
BY FAX

Petitioner, Cindy Asner

10 Dated: _____

SIGNATURE
BY FAX

Respondent, Edward Asner

12 **APPROVED AS TO FORM:**

14 Dated: _____

SIGNATURE
BY FAX
By: _____
Cindy Asner
In Pro Per

18 Dated: 8/18/09

REUBEN, RAUCHER & BLUM
By: _____
Stephanie I. Blum, Esq.
Attorneys for Respondent Edward Asner

20 **JUDGMENT**

21 **BASED ON THE FOREGOING STIPULATION OF THE PARTIES FOR ENTRY OF**
22 **JUDGMENT, AND GOOD CAUSE APPEARING THEREFORE, IT IS HEREBY**
23 **ORDERED, DECREED AND ADJUDGED THAT JUDGMENT BE ENTERED HEREIN IN**
24 **ACCORDANCE WITH THE TERMS OF THE STIPULATION OF THE PARTIES SET**
25 **FORTH ABOVE.**

25 Dated: _____

JUDGE OF THE SUPERIOR COURT

1 16. Execution. This Stipulated Judgment may be executed in duplicate counterparts,
2 each of which shall be considered as an original. Faxed signatures on this agreement shall be
3 deemed to be original manually signed executions of this Stipulated Judgment.

4 WE ACKNOWLEDGE THAT THE PROVISIONS OF THE FOREGOING STIPULATED
5 JUDGMENT ARE BASED ON THE STIPULATIONS OF THE PARTIES AND DO
6 REPRESENT THE PARTIES' STIPULATION. WE HAVE READ THE ABOVE
7 STIPULATED JUDGMENT AND UNDERSTAND IT. WE REQUEST THE COURT TO
8 SIGN IT. THE FOREGOING IS AGREED TO BY:

8 Dated: 8/12/09

Cindy Asner
Petitioner, Cindy Asner

9 Dated: 8/14/09

Edward Asner
Respondent, Edward Asner

12 APPROVED AS TO FORM:

13 Dated: 8/12/09

By: Cindy Asner
Cindy Asner
In Pro Per

18 Dated: _____

REUBEN, RAUCHER & BLUM
By: _____
Stephanie L. Blum, Esq.
Attorneys for Respondent Edward Asner

21 **JUDGMENT**

22 **BASED ON THE FOREGOING STIPULATION OF THE PARTIES FOR ENTRY OF**
23 **JUDGMENT, AND GOOD CAUSE APPEARING THEREFORE, IT IS HEREBY**
24 **ORDERED, DECREED AND ADJUDGED THAT JUDGMENT BE ENTERED HEREIN IN**
25 **ACCORDANCE WITH THE TERMS OF THE STIPULATION OF THE PARTIES SET**
26 **FORTH ABOVE.**

25 Dated: AUG 26 2009

Scott M. Gordon
JUDGE OF THE SUPERIOR COURT
SCOTT M. GORDON