

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 JUDITH R. FORMAN 81910
 LAW OFFICES OF JUDITH R. FORMAN, P.C.
 11355 West Olympic Boulevard
 Los Angeles, CA 90064
 TELEPHONE NO.: 310-444-8840 FAX NO (Optional): 310-444-8841
 E-MAIL ADDRESS (Optional): ~~jud@familylawcounsel.com~~
 ATTORNEY FOR (Name): Respondent LeAnn Rimes

FOR COURT USE ONLY

CONFORMED COPY
 OF ORIGINAL FILED
 Los Angeles Superior Court

DEC 18 2009

JOHN A. CLARKE, CLERK

BY _____

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 STREET ADDRESS: 111 N. Hill Street
 MAILING ADDRESS:
 CITY AND ZIP CODE: Los Angeles, California 90012
 BRANCH NAME: Central District

MARRIAGE OF
 PETITIONER: DEANE SHEREMET
 RESPONDENT: LeANN RIMES

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: June 19, 2010

CASE NUMBER:
 BD 516 891

- 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): _____
- This proceeding was heard as follows: Default or uncontested By declaration under Family Code section 2336
 Contested
 a. Date: DEC 18 2009 Dept: 46 Room: _____
 b. Judicial officer (name): MARK A. JUIAS 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): _____
- The court acquired jurisdiction of the respondent on (date): December 18, 2009
 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): June 19, 2010
 (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 (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): Sheremet, Deane Rimes, LeAnn	CASE NUMBER: BD 516 891
---	----------------------------

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:

 JUDICIAL OFFICER
 SIGNATURE FOLLOWS LAST ATTACHMENT

5. Number of pages attached: 11

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.



1 PURSUANT TO RULE 5.116, CALIFORNIA RULES OF COURT, Petitioner Deane
2 Sheremet, and Respondent, LeAnn Rimes, personally and through their
3 respective attorneys of record, agree to the following terms of a
4 Stipulated Judgment of Dissolution of Marriage ("Stipulated
5 Judgment"):

6 1. **RECITALS**

7 1.1 Each party intends all recitals in this Stipulated
8 Judgment, and all representations and warranties set forth and
9 approved herein, to be deemed conclusively true within the scope of
10 Evidence Code Section 622.

11 1.2 On December 17, 2009, Petitioner filed a Petition for
12 Dissolution of Marriage in the Superior Court of the State of
13 California for the County of Los Angeles, Case Number BD
14 516 891.

15 1.3 Concurrently with the execution of this Stipulated
16 Judgment, the parties executed in two (2) duplicate originals a
17 Marital Settlement Agreement (hereinafter referred to as "MSA").
18 Said MSA, consisting of 44 pages, shall not be filed in this
19 proceeding due to the parties' mutual desire to maintain their
20 respective rights to privacy, except for enforcement purposes as
21 provided in Paragraph 2 herein. The MSA contains confidential
22 information which each party desires to protect.

23 1.4 By concurrently agreeing to the terms of this Stipulated
24 Judgment and of the MSA, the parties intend to resolve all issues
25 in this proceeding and to effect a complete and final settlement of
26 all rights, obligations and claims between them, arising from their
27 marriage. This Stipulated Judgment and the MSA contain provisions
28 which represent a compromise of the respective claims of Petitioner
and Respondent.

1 1.5 Each party has entered into this Stipulated Judgment and
2 the MSA voluntarily and free of any duress or undue influence.

3 1.6 There exists sufficient mutual consideration for each
4 party to enter into this Stipulated Judgment and the MSA.

5 1.7 Each party has been advised of the fiduciary duties and
6 obligations existing between spouses under California *Family Code*
7 Sections 721, 1100, 2100 (c) and 2102 and has acknowledged having
8 had the opportunity to discuss said provisions with his/her counsel
9 and has acknowledged his/her understanding that these fiduciary
10 duty provisions apply to this marital dissolution proceeding.

11
12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

13
14 2. ENFORCEMENT OF EXECUTORY PROVISIONS OF MARITAL SETTLEMENT
15 AGREEMENT LATER IN DISPUTE

16 2.1 The Court finds that the MSA constitutes "a writing
17 signed by the parties outside the presence of the court . . . for
18 settlement of the case," as that phrase is codified in *Code of*
19 *Civil Procedure* Section 664.6 and judicially interpreted in *Harris*
20 *v. Rudin, Richman & Appel* (1999) 74 Cal.App.4th 299, 304-306, and
21 is therefore a binding agreement enforceable by this Court.

22 2.2 Each of the parties shall fully cooperate in carrying out
23 the terms and provisions of the MSA. If either Petitioner or
24 Respondent requests the Court to enter a Further Judgment
25 incorporating an executory provision of the MSA which has not been
26 complied with by the other party, or whose meaning is disputed, the
27 Court shall have jurisdiction over the parties to interpret any
28 such disputed provisions and/or enforce the MSA. Without limiting

1 the generality of the foregoing, paragraphs 3.4 and 6 of the MSA
2 are deemed to be executory provisions.

3 2.3 The parties shall not be precluded, by virtue of the lack
4 of incorporation of any or all of the terms and provisions of the
5 MSA into this Stipulated Judgment, from enforcing the terms and
6 provisions of the parties' agreement as set forth in the MSA. The
7 inclusion and/or omission of various terms or provisions of the MSA
8 in this Stipulated Judgment shall not be construed either for or
9 against either party and shall have no legal consequence
10 whatsoever.

11 2.4 In the event it becomes necessary to enforce this
12 Stipulated Judgment or in the event a dispute arises with respect
13 to the interpretation of the Stipulated Judgment or an executory
14 provision of the MSA, either party may obtain a Court order or
15 further Judgment to interpret and/or enforce the MSA, by motion in
16 the Family Law Courts, either by *Ex Parte* application or after a
17 noticed hearing which may be set on shortened time if good cause
18 appears therefore. Upon such motion, the Court shall make the
19 provision(s), whose interpretation is in dispute and/or which
20 requires enforcement, an order or further Judgment of the Court as
21 well as make any other Orders the Court deems necessary for the
22 implementation of the parties' agreement as reflected in the MSA.

23 2.5 Any Motion for Enforcement shall include only those
24 provisions of the MSA which are directly related to, and necessary
25 for, the interpretation and/or enforcement of any provision in
26 dispute and shall specifically not include the entire MSA. A copy
27 of the MSA and/or Stipulated Judgment may be brought to Court for
28 *in camera* inspection at the Motion hearing, as necessary. However,

1 neither the MSA or the Stipulated Judgment may be filed with the
2 court and after the hearing, the MSA and/or Stipulated Judgment
3 shall be returned to the parties.

4 2.6 Nothing set forth in this Stipulated Judgment shall be
5 deemed a waiver of any of the confidentiality provisions of the
6 MSA. In the event of a conflict in interpretation between this
7 Stipulated Judgment and the MSA, the provisions of the MSA and
8 Stipulated Judgment shall be interpreted to allow the executory
9 provisions of the MSA to be enforced by the Court.

10 2.7 The Court shall have jurisdiction to award reasonable
11 attorneys' fees and costs incurred in connection with any Motion
12 for Enforcement provided however, in the event Petitioner is
13 required to seek enforcement of paragraphs 3.4 or 6 of the MSA, in
14 addition to any other remedies in law or equity, the Court shall
15 award Petitioner reasonable attorneys' fees and related costs.

16 3. **ADVICE OF COUNSEL AND PAYMENT OF ATTORNEYS' FEES AND COSTS**

17 3.1 Petitioner has retained Stacy D. Phillips, Esq. of
18 Phillips, Lerner, Lauzon & Jamra, L.L.P. to advise and represent
19 him in connection with the pending proceeding for dissolution of
20 marriage, this Stipulated Judgment, and the MSA. The Court finds
21 that Petitioner has been fully advised of his legal rights and
22 responsibilities.

23 3.2 Respondent has retained Judith R. Forman, Esq. of the Law
24 Offices of Judith R. Forman, P.C. to advise and represent her in
25 connection with the pending proceeding for dissolution of marriage,
26 this Stipulated Judgment, and the MSA. The Court finds that
27 Petitioner has been fully advised of her legal rights and
28 responsibilities.

1 3.3 Except as otherwise specifically agreed between
2 Petitioner and Respondent, as reflected in this Stipulated Judgment
3 and the MSA, each party shall be responsible to pay his/her own
4 counsel for professional services rendered and costs incurred in
5 connection with the negotiation, preparation, and execution of this
6 Stipulated Judgment, the MSA, and the pending proceeding for
7 dissolution of marriage.

8 4. **MISCELLANEOUS PROVISIONS**

9 4.1 All rights and remedies of the parties hereto are
10 separate and cumulative, and no one of them, whether exercised or
11 not, shall be deemed to limit or exclude any other rights or
12 remedies which the parties hereby may have. The parties shall not
13 be deemed to have waived any of their rights or remedies under this
14 Stipulated Judgment or the MSA, unless indicated in this Stipulated
15 Judgment or in the MSA. No delay or omission on the part of any
16 party exercising any right or remedy shall operate as a waiver of
17 any such right or remedy. A waiver of any right or remedy on any
18 one occasion shall not be construed as a bar or a waiver of such
19 right or remedy on any future occasion.

20 4.2 The Court accepts each party's waiver of the right to
21 appeal, the right to request a Statement of Decision, the right to
22 move for a new trial and the right to file a motion pursuant to
23 *Code of Civil Procedure* Section 473. A Commissioner of the
24 Superior Court, County of Los Angeles, shall be empowered to enter
25 this Stipulated Judgment.

26 4.3 Parties Bound. The terms and provisions of this
27 Stipulated Judgment and the MSA shall inure to the benefit of, and
28 be binding upon, each party and her/his respective heirs,

1 successors, executors, administrators, conservators, guardians and
2 assigns.

3 4.4 Construction of Stipulated Judgment and MSA. This
4 Stipulated Judgment and the MSA were prepared as a result of the
5 joint efforts of counsel for Petitioner and Respondent, and this
6 Stipulated Judgment and the MSA are to be construed simply and
7 fairly and not strictly for or against either of the parties hereto
8 in accordance with the ordinary and customary Rules of
9 Construction. Each party has acknowledged, for himself/herself,
10 that she/he has read this Stipulated Judgment and the MSA, has had
11 a full and complete opportunity to discuss this Stipulated Judgment
12 and the MSA with her/his lawyers, that she/he has done so, that
13 she/he has had all questions answered with regard to the terms and
14 provisions of this Stipulated Judgment and the MSA and their effect
15 upon her/him and that she/he understands all of the terms hereof.

16 4.5 Reservation of Jurisdiction. The Court reserves
17 jurisdiction to make such further Orders, Judgments and Decrees as
18 may be necessary or convenient to interpret, carry out, and/or
19 enforce, but not to alter or modify, the terms and provisions of
20 this Stipulated Judgment and the MSA.

21 4.6 Signature by Attorneys. The signature of the attorneys
22 for the respective parties on this Stipulated Judgment and the MSA
23 acknowledge their approval of this Stipulated Judgment and the MSA
24 as to form only.

25 4.7 Notwithstanding that the respective attorneys of the
26 parties have signed this Stipulated Judgment or the MSA, nothing
27 contained in this Stipulated Judgment or the MSA shall be deemed to
28 be a waiver of the attorney-client privilege or the attorney work

1 product protections. All confidential communications between the
2 parties and their respective attorneys shall remain subject to the
3 attorney-client privilege.

4 4.8 The Court finds that each of the waivers and releases set
5 forth in this Stipulated Judgment and in the MSA were knowledgeably
6 and voluntarily given while each party was represented by counsel
7 and that there is good cause, and a factual basis, for said waivers
8 and releases to be approved and accepted by the Court. By reason
9 thereof, said waivers and releases are hereby approved and accepted
10 by the Court and, to the extent that subsequent action is required
11 by either party, or by the Court, to effectuate the purpose and
12 intent of said waivers and/or releases, the Court orders each party
13 to take such action, and engage in such conduct, as will effectuate
14 the purpose and intent of all such waivers or releases.

15 4.9 Entire Agreement. This Stipulated Judgment to be filed
16 with the Court and the MSA are together intended to be the final,
17 complete, and exclusive agreement of the parties. This Stipulated
18 Judgment and the MSA together supersede any previous or
19 contemporaneous oral or written agreements between the parties with
20 respect to these matters. There are no representation, warranties,
21 promises, or agreements with respect to these matters, except as
22 set forth in this Stipulated Judgment and the MSA, read as a whole.
23 This Stipulated Judgment and the MSA, and any and all of their
24 terms, covenants, and conditions, may be altered, amended,
25 modified, or supplemented only by an instrument in writing,
26 executed and acknowledged by both parties, and by no other means.

27 ///

28 ///

1 4.10 Governing Law. This Stipulated Judgment and the MSA
2 shall be subject to, and interpreted under, the law of the State of
3 California.

4 4.11 Merger and Survival of Contract Remedies. The MSA, which
5 was signed by the Petitioner on December 14, 2009 and by the
6 Respondent on December 14, 2009, and which is 44 pages long,
7 including a cover page bearing the title "MARITAL SETTLEMENT
8 AGREEMENT", is merged into this Stipulated Judgment and all of its
9 terms, provisions and conditions are expressly incorporated into
10 this Stipulated Judgment, provided however, notwithstanding such
11 merger, the parties shall retain, to the extent allowable under the
12 law, their contractual rights and remedies in the MSA. Upon review
13 of the MSA, the Court finds the MSA to be fair and equitable and
14 orders each of the parties to comply with all of its terms,

15 ///
16 ///
17 ///
18 ///
19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

LAW OFFICES OF JUDITH R. FORMAN, P.C.
11355 WEST OLYMPIC BOULEVARD • LOS ANGELES, CALIFORNIA 90064
TELEPHONE (310) 444-8840 FAX (310) 444-8841

2 provisions and conditions. The MSA may be presented to, but shall
3 not be lodged or filed with, the Court.

4 I, DEANE SHEREMET, have fully and completely read this Stipulated
5 Judgment and the MSA. I understand the terms and conditions of
6 this Stipulated Judgment and the MSA. In the event that a dispute
7 arises with respect to interpretation and/or enforcement of any of
8 the terms or provisions of the MSA, I hereby stipulate that the
9 Family Law Court may incorporate the disputed executory provisions
10 of the MSA into a Further Judgment as set forth in Paragraph 2 of
11 this Stipulated Judgment and make orders based thereon to the
12 extent necessary for enforcement of the MSA. After due
13 consideration, including examination into the material facts and
14 circumstances of the case and given my own knowledge of the facts,
15 and after consultation with my lawyers, I believe that this
16 Stipulated Judgment and the MSA, read as whole, represent a fair
17 and reasonable manner of effectuating a complete compromise,
18 settlement and release of all claims and rights that exist between
19 LeAnn Rimes and myself. I confirm that all representations herein
20 stated are true and correct and I intend LeAnn Rimes, and the
21 Court, to rely thereon.

22 Dated: December 14, 2009

23 
24 _____
25 DEANE SHEREMET

26 I, LEANN RIMES, have fully and completely read this Stipulated
27 Judgment and the MSA. I understand the terms and conditions of
28 this Stipulated Judgment and the MSA. In the event that a dispute
arises with respect to interpretation and/or enforcement of any of
the terms or provisions of the MSA, I hereby stipulate that the
Family Law Court may incorporate the disputed executory provisions
of the MSA into a Further Judgment as set forth in Paragraph 2 of
this Stipulated Judgment and make orders based thereon to the
extent necessary for enforcement of the MSA. After due
consideration, including examination into the material facts and
circumstances of the case and given my own knowledge of the facts,
and after consultation with my lawyers, I believe that this
Stipulated Judgment and the MSA, read as a whole, represent a fair
and reasonable manner of effectuating a complete compromise,
settlement and release of all claims and rights that exist between
Deane Sheremet and myself. I confirm that all representations
herein stated are true and correct and I intend Deane Sheremet and
the Court, to rely thereon.

Dated: December __, 2009

27 _____
28 SIGNATURE ON NEXT PAGE
LEANN RIMES

2 provisions and conditions. The MSA may be presented to, but shall
3 not be lodged or filed with, the Court.

4 I, DEANE SHEREMET, have fully and completely read this Stipulated
5 Judgment and the MSA. I understand the terms and conditions of
6 this Stipulated Judgment and the MSA. In the event that a dispute
7 arises with respect to interpretation and/or enforcement of any of
8 the terms or provisions of the MSA, I hereby stipulate that the
9 Family Law Court may incorporate the disputed executory provisions
10 of the MSA into a Further Judgment as set forth in Paragraph 2 of
11 this Stipulated Judgment and make orders based thereon to the
12 extent necessary for enforcement of the MSA. After due
13 consideration, including examination into the material facts and
14 circumstances of the case and given my own knowledge of the facts,
15 and after consultation with my lawyers, I believe that this
16 Stipulated Judgment and the MSA, read as whole, represent a fair
17 and reasonable manner of effectuating a complete compromise,
18 settlement and release of all claims and rights that exist between
19 LeAnn Rimes and myself. I confirm that all representations herein
20 stated are true and correct and I intend LeAnn Rimes, and the
21 Court, to rely thereon.

22 Dated: December __, 2009

23 SIGNATURE ON PREVIOUS PAGE
24 DEANE SHEREMET

25 I, LEANN RIMES, have fully and completely read this Stipulated
26 Judgment and the MSA. I understand the terms and conditions of
27 this Stipulated Judgment and the MSA. In the event that a dispute
28 arises with respect to interpretation and/or enforcement of any of
the terms or provisions of the MSA, I hereby stipulate that the
Family Law Court may incorporate the disputed executory provisions
of the MSA into a Further Judgment as set forth in Paragraph 2 of
this Stipulated Judgment and make orders based thereon to the
extent necessary for enforcement of the MSA. After due
consideration, including examination into the material facts and
circumstances of the case and given my own knowledge of the facts,
and after consultation with my lawyers, I believe that this
Stipulated Judgment and the MSA, read as a whole, represent a fair
and reasonable manner of effectuating a complete compromise,
settlement and release of all claims and rights that exist between
Deane Sheremet and myself. I confirm that all representations
herein stated are true and correct and I intend Deane Sheremet and
the Court, to rely thereon.


29 Dated: December 11, 2009

30 
31 LEANN RIMES

2 The undersigned certifies that she is an attorney at law licensed
3 and admitted to practice law in the State of California; that she
4 has been employed by and compensated by DEANE SHEREMET, one of the
5 parties to this Stipulated Judgment and the MSA; that she has
6 advised and consulted with DEANE SHEREMET in connection with his
7 rights and has fully explained to him the legal effect of this
8 Stipulated Judgment and the MSA and the effect which these
9 documents have upon his rights; that DEANE SHEREMET, after being
10 advised by the undersigned, acknowledged to the undersigned that he
11 understood the legal effect of this Stipulated Judgment and the
12 MSA.

13 It has been acknowledged and agreed by the parties that this
14 Attorney Certification is not intended to be and is not a waiver of
15 the attorney-client privilege and work product protections.

16 Phillips, Lerner, Lauzon & Jamra, L.L.P.

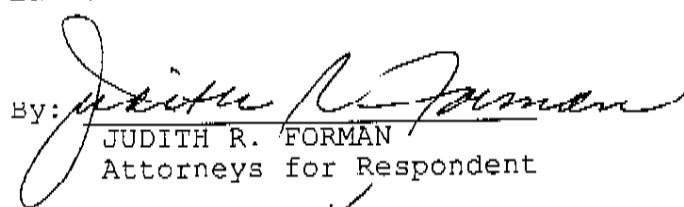
17 By: 
18 STACY D. PHILLIPS
19 Attorneys for Petitioner

20 Dated: December 16, 2009

21 The undersigned certifies that she is an attorney at law licensed
22 and admitted to practice law in the State of California; that she
23 has been employed by and compensated by LEANN RIMES, one of the
24 parties to this Stipulated Judgment and the MSA; that she has
25 advised and consulted with LEANN RIMES in connection with her
26 rights and has fully explained to her the legal effect of this
27 Stipulated Judgment and the MSA and the effect which these
28 documents have upon her rights; that LEANN RIMES after being
advised by the undersigned, acknowledged to the undersigned that
she understood the legal effect of this Stipulated Judgment and the
MSA.

It has been acknowledged and agreed by the parties that this
Attorney Certification is not intended to be and is not a waiver of
the attorney-client privilege and work product protections.

Law Offices of Judith R. Forman, P.C.

By: 
JUDITH R. FORMAN
Attorneys for Respondent

Dated: December 16, 2009

LAW OFFICES OF JUDITH R. FORMAN, P.C.
1355 WEST OLYMPIC BOULEVARD • LOS ANGELES, CALIFORNIA 90064
TELEPHONE (310) 444-8840 • FAX (310) 444-8841

2 GOOD CAUSE APPEARING, THE FOREGOING STIPULATED JUDGMENT IS MADE THE
3 ORDER OF THIS COURT.

4 Dated: DEC 18 2009

MARK A. JUHAS

JUDGE OF THE SUPERIOR COURT

LAW OFFICES OF JUDITH R. FORMAN, P.C.
11355 WEST OLYMPIC BOULEVARD - LOS ANGELES, CALIFORNIA 90064
TELEPHONE (310) 444-8840 FAX (310) 444-8841

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



FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 JUDITH R. FORMAN 81910
 LAW OFFICES OF JUDITH R. FORMAN, P.C.
 11355 West Olympic Boulevard
 Los Angeles, CA 90064
 TELEPHONE NO.: 310-444-8840 FAX NO. (Optional): 310-444-8841
 E-MAIL ADDRESS (Optional): ~~xxx@familylawcounsel.com~~
 ATTORNEY FOR (Name): Respondent LeAnn Rimes

CONFORMED COPY
 OF ORIGINAL FILED
 Los Angeles Superior Court

DEC 18 2009

JOHN A. CLARKE, CLERK

BY _____

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 STREET ADDRESS: 111 N. Hill Street
 MAILING ADDRESS:
 CITY AND ZIP CODE: Los Angeles, California 90012
 BRANCH NAME: Central District
 PETITIONER: DEANE SHEREMET
 RESPONDENT: LeANN RIMES

CASE NUMBER:
 BD 516 891

DECLARATION FOR DEFAULT OR UNCONTESTED
 DISSOLUTION LEGAL SEPARATION

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

1. I declare that if I appeared in court and were sworn, I would testify to the truth of the facts in this declaration.
2. 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.
3. All the information in the *Petition* *Response* is true and correct.
4. **Default or uncontested (Check a or b.)**
 - a. The default of the respondent was entered or is being requested, and I am not seeking any relief not requested in the petition. **OR**
 - b. 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.
5. **Settlement agreement (Check a or b.)**
 - a. 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**
 - b. 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):
 - (1) There are no community or quasi-community assets or community debts to be disposed of by the court.
 - (2) 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.
6. **Declaration of disclosure (Check a, b, or c.)**
 - a. 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).
 - b. 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.
 - c. 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.
7. **Child custody** should be ordered as set forth in the proposed *Judgment (Family Law)* (form FL-180).
8. **Child visitation** should be ordered as set forth in the proposed *Judgment (Family Law)* (form FL-180).
9. **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.)**
 - a. I knowingly give up forever any right to receive spousal or partner support.
 - b. I ask the court to reserve jurisdiction to award spousal or partner support in the future to (name) :
 - c. Spousal support should be ordered as set forth in the proposed *Judgment (Family Law)* (form FL-180).
 - d. Family support should be ordered as set forth in the proposed *Judgment (Family Law)* (form FL-180)



Rimes

PETITIONER: DEANE SHEREMET

CASE NUMBER:

RESPONDENT: LeANN RIMES

BD 516 891

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 in 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 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

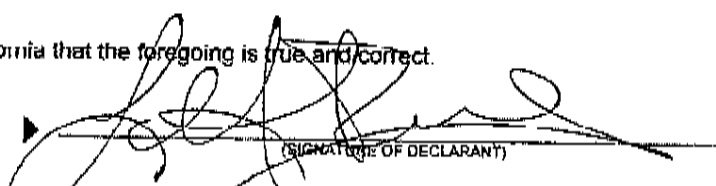
22. I ask that the court grant the request for a judgment for legal separation based upon irreconcilable differences and that the court make the orders set forth in the proposed *Judgment (Family Law)* (form FL-180) submitted with this declaration. I understand that a judgment of legal separation does 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: December 16, 2009

LeAnn Rimes
(TYPE OR PRINT NAME)


(SIGNATURE OF DECLARANT)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): STACY D. PHILLIPS (SBN: 113548) PHILLIPS, LERNER, LAUZON & JAMRA L.L.P. 2029 Century Park East, Suite 1200 Los Angeles, California 90067		FOR COURT USE ONLY CONFORMED COPY OF ORIGINAL FILED Los Angeles Superior Court DEC 18 2009 JOHN A. CLARKE, CLERK
TELEPHONE NO.: (310) 277-7117 FAX NO. (Optional): (310) 286-9182 E MAIL ADDRESS (Optional): stacy.phillips@lljlaw.com ATTORNEY FOR (Name): DEANE SHEREMET	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 BRANCH NAME: CENTRAL DISTRICT	
PETITIONER: DEANE SHEREMET RESPONDENT: LEANN RIMES		BY _____ CASE NUMBER: BD 516 891
APPEARANCE, STIPULATIONS, AND WAIVERS		

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): The parties agree that Respondent may forthwith obtain the entry of the Stipulated Judgment on an ex parte basis without prior notice to Petitioner.

Date: December 14, 2009
DEANE SHEREMET
(TYPE OR PRINT NAME)

Date: December 16, 2009
LEANN RIMES
(TYPE OR PRINT NAME)

Date: December 16, 2009
STACY D. PHILLIPS
(TYPE OR PRINT NAME)

Date: December 17, 2009
JUDITH R. FORMAN
(TYPE OR PRINT NAME)

(SIGNATURE OF PETITIONER)

(SIGNATURE OF RESPONDENT)

(SIGNATURE OF ATTORNEY FOR PETITIONER)

(SIGNATURE OF ATTORNEY FOR RESPONDENT)