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| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Laura A. Wasser, Esq. (SBN 173740) Melanie D. Mandles, Esq. (SBN 193179) WASSER, COOPERMAN & CARTER, PC 2029 Century Park East, Suite 1200 Los Angeles, CA 90067-2957 TELEPHONE NO.: (310)277-7117 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Philip John Clapp | FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles JUL 24 2009 John A. Clarke, Executive Officer/ Clerk By <u>P. Woods</u> , Deputy P. WOODS  |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: CENTRAL DISTRICT | |
| PETITIONER: PHILIP JOHN CLAPP RESPONDENT: MELANIE LYNN CLAPP | |
| NOTICE OF ENTRY OF JUDGMENT | CASE NUMBER: BD 468677 |

You are notified that the following judgment was entered on (date): **JUL 24 2009**

1. Dissolution
2. Dissolution—status only
3. Dissolution—reserving jurisdiction over termination of marital status or domestic partnership
4. Legal separation
5. Nullity
6. Parent-child relationship
7. Judgment on reserved issues
8. Other (specify):

Date: **JUL 24 2009**



Clerk, by P. Woods, Deputy

— NOTICE TO ATTORNEY OF RECORD OR PARTY WITHOUT ATTORNEY —

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

| | |
|---|--------------------|
| STATEMENT IN THIS BOX APPLIES ONLY TO JUDGMENT OF DISSOLUTION | |
| Effective date of termination of marital or domestic partnership status (specify): | JUL 24 2009 |
| WARNING: Neither party may remarry or enter into a new domestic partnership until the effective date of the termination of marital or domestic partnership status, as shown in this box. | |

CLERK'S CERTIFICATE OF MAILING

I certify that I am not a party to this cause and that a true copy of the Notice of Entry of Judgment was mailed first class, postage fully prepaid, in a sealed envelope addressed as shown below, and that the notice was mailed at (place): **LA**, California, on (date): **JUL 24 2009**

Date: **JUL 24 2009**

Clerk, by P. Woods, Deputy

Name and address of petitioner or petitioner's attorney

Phillp John Clapp
c/o Melanie D. Mandles, Esq.
Wasser, Cooperman & Carter, PC
2029 Century Park East, Ste. 1200
Los Angeles, CA 90067

Name and address of respondent or respondent's attorney

Melanie Lynn Clapp
c/o Ronald Rosenfeld, Esq.
Leeds, Wender & Rosenfeld, LLP
9107 Wilshire Boulevard, Ste. 300
Beverly Hills, CA 90210

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Laura A. Wasser, Esq. (SBN 173740)
Melanie D. Mandles, Esq. (SBN 193179)
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 TELEPHONE NO.: (310)277-7117 FAX NO. (Optional):
 E-MAIL ADDRESS (Optional):
 ATTORNEY FOR (Name): **Philip John Clapp**

FOR COURT USE ONLY

FILED
 Superior Court of California
 County of Los Angeles

JUL 24 2009

John A. Clarke, Executive Officer/ Clerk
 By P. Woods Deputy
 P. WOODS

(Handwritten initials: AW, B)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: **111 North Hill Street**
 MAILING ADDRESS: **111 North Hill Street**
 CITY AND ZIP CODE: **Los Angeles, CA 90012**
 BRANCH NAME: **CENTRAL DISTRICT**

MARRIAGE OF
 PETITIONER: **PHILIP JOHN CLAPP**
 RESPONDENT: **MELANIE LYNN CLAPP**

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: **JUL 24 2009**

CASE NUMBER:
BD 468677

- 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: **JUL 24 2009** Dept.: **2** Room: **215**
 b. Judicial officer (name): **MARJORIE S. STEINBERG** 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): **7/20/07**
 a. The respondent was served with process.
 b. The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

- 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): **JUL 24 2009**
 (2) on a date to be determined on noticed motion of either party or on stipulation.
- Judgment of legal separation is entered.
- Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify): _____
- This judgment will be entered nunc pro tunc as of (date): _____
- Judgment on reserved issues.
- The petitioner's respondent's former name is restored to (specify): _____
- Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
- 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): MARRIAGE OF CLAPP, PHILIP and MELANIE

CASE NUMBER: BD 468677

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: -28-

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 In re the Marriage of
2 Petitioner: PHILIP JOHN CLAPP
3 and
4 Respondent: MELANIE LYNN CLAPP
5
6

CASE NO. BD 468677
[Assigned to Dept. 7 - Commr. Harvey Silberman]

FURTHER JUDGMENT

7 **1. STATISTICAL FACTS**

8 1.1 The Court finds that Petitioner and Respondent stipulate as follows:

9 A. The parties were married on May 15, 1995.

10 B. Petitioner and Respondent have each been residents of this State for at least
11 six months and of the County of Los Angeles for at least three months preceding the filing of the
12 Petition for Dissolution of Marriage.

13 C. Unhappy differences have arisen between the parties which make it
14 impossible for them to live together as husband and wife. Petitioner and Respondent acknowledge
15 that their marital relationship cannot be restored or reestablished at this time.

16 D. Petitioner and Respondent have acknowledged, and the Court finds, that for
17 purposes of this Further Judgment, the parties separated on July 17, 2006, however, the parties did
18 not separate their finances until December 31, 2007. Irrespective of the fact that the parties shared
19 accounts until December 31, 2007, the parties' legal date of separation is July 17, 2006.

20 E. Petitioner filed a Petition for Dissolution of Marriage in the Superior Court of
21 the State of California for the County of Los Angeles, Case No. BD 468677 on July 3, 2007.
22 Respondent filed a Response and Request for Dissolution of Marriage in said action on July 3, 2007.
23 On March 20, 2008 the status of the parties' marriage was dissolved.

24 F. There is one minor child of the marriage, namely, Madison Clapp, born
25 January 4, 1996, age 13.

26 **2. SETTLEMENT OF CLAIMS BETWEEN THE PARTIES**

27 2.1 The Court finds that Petitioner and Respondent stipulate that the intent and purpose
28 of this Further Judgment is to divide, settle and adjust the respective rights and interests of Petitioner

1 goodwill and all shares of stock or membership interests in said corporations.

2 B. The trade name "Johnny Knoxville", and all goodwill associated with said
3 name.

4 C. Except as to the "Jackass concept" referred to in Paragraph 3.3 below, all
5 intellectual property of any type or nature, written or created by Petitioner during marriage, whether
6 before or after separation, in whole or part, including without limitation titles, characters, themes,
7 plots, stories and ideas contained therein; all copyrights and renewal rights with respect thereto; all
8 trademarks, trade names, and service marks with respect thereto; all translations, adaptations,
9 sequels, prequels and/or other versions thereof; all motion picture, television, audio, theatrical stage,
10 radio, merchandising, home video, multi-media and electronic reproduction rights; all printing,
11 publication, production, reproduction, distribution, adaptation, performance, fixation, exhibition and
12 broadcast rights and all other rights of communication to the public; the right to exploit any of the
13 foregoing throughout the universe in perpetuity in all media, markets and languages in any manner
14 now known or hereafter devised; all profit participations, residuals, royalties, advances, guarantees,
15 earnings and/or other compensation of any type or nature derived from, or with respect to, the
16 foregoing.

17 D. The community property interest in Petitioner's goodwill, if any;

18 E. One-half of the community property interest in Wells Fargo - Account
19 [REDACTED] with a balance of \$12,072 as of March 31, 2009;

20 F. One-half of the community property interest in Morgan Stanley - Account
21 [REDACTED] with a value of \$59,300 as of March 31, 2009;

22 G. The community property interest in City National Bank - Checking Account
23 [REDACTED] (Lonesome Rhodes, Inc.) with a balance of \$7,411 as of March 31, 2009;

24 H. The community property interest in City National Bank - Money Market
25 Account [REDACTED] (Lonesome Rhodes, Inc.) with a balance of \$294,251 as of March 31, 2009;

26 I. The community property interest in Morgan Stanley - [REDACTED]
27 (Lonesome Rhodes, Inc.) with a value of zero as of March 31, 2009;

28 J. The community property interest in City National Bank - Checking Account

1 [REDACTED] (The Junkie and the Juicehead) with a balance of \$47 as of March 31, 2009;

2 K. The community property interest in City National Bank - Money Market
3 [REDACTED] (The Junkie and the Juicehead) with a balance of \$26,047 as of March 31,
4 2009;

5 L. One-half of the community property interest in Petitioner's Screen Actor's
6 Guild - Producer's Pension Plan. Petitioner's interest in said Plan shall be represented by a Qualified
7 Domestic Relations Order on terms to be determined by the future agreement of the parties, or Order
8 of Court if they cannot agree. The Court reserves jurisdiction to order compliance with the terms of
9 this Paragraph 3.1.L, if necessary;

10 M. One-half of the community property interest in Petitioner's Lonesome
11 Rhodes, Inc., Money Purchase Plan. Petitioner's interest in said Plan shall be represented by a
12 Qualified Domestic Relations Order on terms to be determined by the future agreement of the parties,
13 or Order of Court if they cannot agree. The Court reserves jurisdiction to order compliance with the
14 terms of this Paragraph 3.1.M, if necessary;

15 N. One-half of the community property interest in Respondent's Lonesome
16 Rhodes, Inc., Money Purchase Plan. Petitioner's interest in said Plan shall be represented by a
17 Qualified Domestic Relations Order on terms to be determined by the future agreement of the parties,
18 or Order of Court if they cannot agree. The Court reserves jurisdiction to order compliance with the
19 terms of this Paragraph 3.1.N, if necessary;

20 O. 1970 Cadillac El Dorado automobile, vehicle identification number
21 [REDACTED] and

22 P. One-half of the community property interest in the DT Raymond, LP
23 investment.

24 3.2 As and for her share of the community property of the parties, the property more
25 particularly described and set forth in this Paragraph 3.2 is hereby awarded to Respondent as her sole
26 and separate property. Petitioner hereby transfers, conveys and assigns to Respondent as her sole and
27 separate property all of his right, title and interest in and to the items of property set forth in this
28 Paragraph 3.2. Respondent shall take said property subject to any existing liens, encumbrances

1 and/or obligations, all of which Respondent shall assume and indemnify, defend and hold Petitioner
2 free and harmless therefrom.

3 A. Commencing January 1, 2008, subject to the provisions set forth below, one-
4 half (½), with Petitioner receiving the other one-half (½), of profit participations, residuals, royalties,
5 advances, guarantees, earnings and/or other compensation of any type or nature derived from, or
6 respect to, Petitioner's personal services during marriage, (hereinafter collectively referred to as "the
7 profit participations") paid to Petitioner individually, Lonesome Rhodes, Inc. (hereinafter referred to
8 as "Lonesome Rhodes"), or to Junkie and the Juicehead, Inc., (hereinafter referred to as "Junkie") for
9 Petitioner's personal services to, or ownership interest in, projects created by Petitioner, or projects
10 which Petitioner rendered personal services to during marriage, including but not limited to the
11 following:

- 12 (1) "Jackass";
- 13 (2) "Jackass, The Movie";
- 14 (3) "Jackass 2";
- 15 (4) "Jackass 2.5";
- 16 (5) "Dukes of Hazzard"; and
- 17 (6) "Wild Boyz".

18 B. On a quarterly basis within 30 days of the end of each calendar quarter,
19 commencing April 30, 2009, Petitioner shall pay Respondent her share of said profit participations
20 received by Petitioner, Lonesome Rhodes and Junkie during the prior calendar quarter.

21 C. As to profit participations received by Lonesome Rhodes and Junkie during
22 the calendar quarter ending March 31, June 30, September 30 and December 31 of the applicable
23 year, Petitioner shall receive a hypothetical salary equal to said profit participations less the
24 following specified expenses of Lonesome Rhodes and Junkie directly related to said profit
25 participations for the calendar quarter for agents commission, legal fees and expenses, personal
26 management commission, bank charges, payroll taxes, business taxes, licenses and permits and union
27 contributions and dues. For purpose of determining the hypothetical salary, the following expenses of
28 Lonesome Rhodes and Junkie shall not be deducted, business management expenses, automobile

1 expenses, employee welfare benefit expenses, travel and entertainment expenses, office supplies and
2 expenses, pension plan contribution and administration expenses, postage and shipping expenses,
3 reference and research expenses, telephone expenses and utility expenses. Petitioner shall pay
4 Respondent 50% of the gross amount of his hypothetical salary after deduction of an amount equal to
5 42% representing the income and other taxes Petitioner will pay on his hypothetical salary. The
6 payment to Respondent shall be considered a division of community property, and Petitioner shall
7 pay all income taxes due on said payment to Respondent and indemnify and hold Respondent
8 harmless therefrom.

9 D. For each calendar quarter, Petitioner shall cause the accountants or business
10 manager for Lonesome Rhodes and Junkie (currently Grant, Tani, Barash and Altman) to prepare an
11 accounting of the income and expenses of Lonesome Rhodes and Junkie illustrating how the
12 payment to Respondent was calculated. Respondent shall inform Petitioner within 60 days of her
13 receipt of each quarterly accounting whether or not she objects to the accounting. Upon request,
14 Petitioner shall provide Respondent with, and/or Respondent shall have access to, any and all
15 documents reasonably necessary to verify the income and expenses of Lonesome Rhodes and Junkie,
16 including without limitation Petitioner's, Lonesome Rhodes and Junkie's tax returns and any
17 documents relied on by Petitioner and his accountants and business manager for the preparation of
18 the accounting. In the event Respondent objects to the accounting, the parties will attempt to reach a
19 resolution of her objections. If the parties cannot agree to resolve her objections, the determination
20 of the income and/or expenses of Lonesome Rhodes and/or Junkie, and the proper amount due
21 Respondent, will be made by Order of Court.

22 E. As to profit participations received by Petitioner, individually, during the
23 calendar quarter ending March 31, June 30, September 30 and December 31 of the applicable year,
24 Petitioner shall receive a hypothetical salary equal to said profit participations less the following
25 specified expenses of Petitioner directly related to said profit participations for the calendar quarter
26 for agents commission, legal fees and expenses, personal management commission, bank charges,
27 payroll taxes, business taxes, licenses and permits and union contributions and dues. For purpose of
28 determining the hypothetical salary, the following expenses of Petitioner shall not be deducted,

1 business management expenses, automobile expenses, employee welfare benefit expenses, travel and
2 entertainment expenses, office supplies and expenses, pension plan contribution and administration
3 expenses, postage and shipping expenses, reference and research expenses, telephone expenses and
4 utility expenses. Petitioner shall pay Respondent 50% of the gross amount of his hypothetical salary
5 after deduction of an amount equal to 42% representing the income and other taxes. Petitioner will
6 pay on his hypothetical salary. The payment to Respondent shall be considered a division of
7 community property, and Petitioner shall pay all income taxes due on said payment to Respondent
8 and indemnify and hold Respondent harmless therefrom.

9 F. For each calendar quarter, Petitioner shall cause the accountants or business
10 manager for Petitioner individually (currently Grant, Tani, Barash and Altman) to prepare an
11 accounting of the income and expenses of Lonesome Rhodes and Junkie illustrating how the
12 payment to Respondent was calculated. Respondent shall inform Petitioner within 60 days of her
13 receipt of each quarterly accounting whether or not she objects to the accounting. Upon request,
14 Petitioner shall provide Respondent with, and/or Respondent shall have access to, any and all
15 documents reasonably necessary to verify the income and expenses of Petitioner, including without
16 limitation Petitioner's, Lonesome Rhodes and Junkie's tax returns and any documents relied on by
17 Petitioner and his accountants and business manager for the preparation of the accounting. In the
18 event Respondent objects to the accounting, the parties will attempt to reach a resolution of her
19 objections. If the parties cannot agree to resolve her objections, the determination of the income
20 and/or expenses of Lonesome Rhodes and/or Junkie, and the proper amount due Respondent, will be
21 made by Order of Court.

22 G. The Court finds that Petitioner has represented and warranted to Respondent,
23 that the profit participations for Petitioner's personal services during marriage are paid to him
24 individually or to Lonesome Rhodes or Junkie. Lonesome Rhodes or Junkie are so called "loan-out
25 corporations" whereby payment for Petitioner's services are actually paid to the corporation rather
26 than to him individually. Profit participations for Petitioner's personal services during marriage paid
27 to Dickhouse Entertainment, Inc., Dickhousing, LLC and/or Nudleman, Inc., are paid to Lonesome
28 Rhodes or Junkie on a regular and consistent basis. If Petitioner subsequently establishes one or

1 more entities to receive the profit participations from his personal services during marriage, the
2 provisions of paragraphs 3.2.A-G, above, shall apply to such other entity(ies).

3 H. One-half of the community property interest in Wells Fargo - Account
4 [REDACTED] with a balance of \$12,072 as of March 31, 2009;

5 I. One-half of the community property interest in Morgan Stanley - Account
6 [REDACTED] with a value of \$59,300 as of March 31, 2009;

7 J. To account for Petitioner's receipt of all corporate accounts for Lonesome
8 Rhodes, Inc. and The Junkie and the Juicehead as provided hereinabove, Respondent shall be entitled
9 to an equalizing payment of \$144,155; Respondent acknowledges receipt of \$127,392 of said
10 payment. Petitioner shall pay Respondent the balance within 10 days of the entry of this Judgment.

11 K. As to Respondent's share of all profit participation and other payments
12 referenced in Section 3 herein, Petitioner and Respondent each warrant and represent that
13 Respondent has received all funds to which she is entitled through the first quarter of 2009.
14 Therefore, no funds are presently owed under Section 3 of this Judgment by Petitioner to
15 Respondent;

16 L. One-half of the community property interest in Petitioner's Screen Actor's
17 Guild - Producer's Pension Plan. Respondent's interest in said Plan shall be represented by a
18 Qualified Domestic Relations Order on terms to be determined by the future agreement of parties, or
19 Order of Court if they cannot agree. The Court reserves jurisdiction to order compliance with the
20 terms of this Paragraph 3.2.L, if necessary;

21 M. One-half of the community property interest in Petitioner's Lonesome
22 Rhodes, Inc., Money Purchase Plan. Respondent's interest in said Plan shall be represented by a
23 Qualified Domestic Relations Order on terms to be determined by the future agreement of parties, or
24 Order of Court if they cannot agree. The Court reserves jurisdiction to order compliance with the
25 terms of this Paragraph 3.2.M, if necessary;

26 N. One-half of the community property interest in Respondent's Lonesome
27 Rhodes, Inc., Money Purchase Plan. Respondent's interest in said Plan shall be represented by a
28 Qualified Domestic Relations Order on terms to be determined by the future agreement of parties, or

1 Order of Court if they cannot agree. The Court reserves jurisdiction to order compliance with the
2 terms of this Paragraph 3.2.N, if necessary;

3 O. 1989 Mercedes Benz 560 SEC, vehicle identification number

4 [REDACTED]
5 P. 2002 Toyota Landcruiser, vehicle identification number

6 [REDACTED] and

7 Q. One-half of the community property interest in the DT Raymond, LP
8 investment.

9 3.3 Jackass Concept

10 A. During marriage, Petitioner and others created intellectual property known as
11 the "Jackass Concept" which was the subject of television programs, DVD's and a motion picture.
12 After the parties separated, Petitioner and others formed an entity known as "Dickhousing, LLC".
13 Petitioner is a one-third member of Dickhousing, LLC. On August 22, 2007, Dickhousing, LLC, and
14 Viacom Ventures Inc. entered into an agreement to form a Limited Liability Company to be known
15 as "Jackass World" to commercially exploit the "Jackass Concept" pursuant to the terms of a joint
16 venture term sheet, Exhibit A to the Limited Liability Company Agreement of Jackass World LLC.
17 The parties have acknowledged, and the Court finds, that Petitioner's interest in the "Jackass
18 Concept" is the community property of the parties. It is anticipated that Petitioner will receive
19 compensation in the form of profit participations, residuals, royalties, advances, guarantees, earnings
20 and/or other compensation derived from, or with respect to, the commercial exploitation of the
21 "Jackass Concept" pursuant to the Limited Liability Company Agreement of Jackass World LLC
22 referred to above, as well as other ventures for the commercial exploitation of "Jackass Concept" in
23 the future. Respondent's right to receive a share of the future proceeds from the commercial
24 exploitation of the "Jackass Concept" received by Petitioner shall be subject to the future agreement
25 of the parties, or the determination by Order of Court, if the parties cannot agree.

26 B. Respondent acknowledges and the Court finds, that she is not entitled to any
27 share of the compensation Petitioner receives for his personal services in connection with the
28 commercial exploitation of the "Jackass Concept". For example, if Petitioner is hired as an actor,

1 director, producer or consultant for a television show using the "Jackass Concept".

2 C. Respondent assigns to Petitioner all of her interest to the "Jackass Concept"
3 including without limitation titles, characters, themes, plots, stories and ideas contained therein; all
4 copyrights and renewal rights with respect thereto; all trademarks, trade names, and service marks
5 with respect thereto; all translations, adaptations, sequels, prequels and/or other versions thereof; all
6 motion picture, television, audio, theatrical stage, radio, merchandising, home video, multi-media
7 and electronic reproduction rights; all printing, publication, production, reproduction, distribution,
8 adaptation, performance, fixation, exhibition and broadcast rights and all other rights of
9 communication to the public; the right to exploit any of the foregoing throughout the universe in
10 perpetuity in all media, markets and languages in any manner now known or hereafter devised; all
11 rights to profit participations, residuals, royalties, advances, guarantees, earnings and/or other
12 compensation of any type or nature derived from, or with respect to, any of the foregoing and/or
13 other compensation of any type or nature derived from or with respect to any of the foregoing.
14 Subject to her right to receive a share of future proceeds from the commercial exploitation of the
15 "Jackass Concept" as set forth above, and in Paragraph 3.2 above, and to share in the future proceeds
16 from any sale, license in the commercial exploitation of the "Jackass Concept" as set forth above,
17 and a share in the proceeds from any sale or license or use of Petitioner's interest in the "Jackass
18 Concept". Petitioner is ordered to notify Respondent in writing of any future proposed sale, license
19 or use of the "Jackass Concept", not less than 30 days prior to the commencement of the sale, license
20 or use or as soon as Petitioner learns of an intended sale, license or use, whichever last occurs.

21 3.4 Luke Duke:

22 During marriage, Petitioner and Lonesome Rhodes, Inc., entered into an agreement
23 with Warner Bros. Pictures, Inc. (WBPI) whereby an option was granted to WBPI to engage the
24 acting services of Petitioner in the role of "Luke Duke" in the motion picture "Dukes of Hazzard".
25 The agreement provided that if WBPI exercised its option, Petitioner would be paid a fee of \$5
26 million for his services against the percentages of defined gross. WBPI exercised its option, and
27 Petitioner did perform in the motion picture "Dukes of Hazzard" in the role of "Luke Duke". Said
28 agreement contained an option allowing WBPI to employ Petitioner for a sequel of Dukes of

1 Hazzard. If WBPI exercised its option for the sequel motion picture, WBPI was obligated to pay
2 Petitioner \$10 million for his services against the percentage of defined gross of the sequel motion
3 picture. The percentage of defined gross for the sequel motion picture is higher than the percentage
4 for the original motion picture. Respondent contends that Petitioner's portrayal of "Luke Duke" in
5 the original motion picture created a community property asset in the character portrayal of "Luke
6 Duke", and that all, or a portion, of the increase in Petitioner's compensation for his services for the
7 sequel motion picture is the community property of the parties. Petitioner disputes this contention.
8 The Court reserves jurisdiction to determine the community property interest, if any, in the
9 compensation received by Petitioner for the portrayal of "Luke Duke" in the sequel motion picture of
10 "Dukes of Hazzard" if WBPI exercises its option to employ Petitioner pursuant to the terms of said
11 agreement or employs Petitioner in further portrayals of "Luke Duke".

12 3.5 Previously Divided Community Property

13 A. The Court finds that in addition to the accounts and assets set forth above, the
14 parties previously equally divided accounts and other assets between them, including but not limited
15 to:

- 16 (1) City National Bank account number [REDACTED]
17 (2) City National Bank account number [REDACTED]
18 (3) City National Bank account number [REDACTED]
19 (4) Morgan Stanley account number [REDACTED]

20 Each party shall take all accounts and assets previously divided as his/her separate property without
21 offset to the other party.

22 B. Pursuant to the terms of a Stipulated Order filed on September 5, 2008, the
23 parties previously equally divided the community property real property. The parties confirm the
24 terms of said Stipulated Order, and each party shall receive the properties set forth therein as his/her
25 sole and separate property without offset to the other party.

26 4. CONFIRMATION OF SEPARATE PROPERTY

27 4.1 The Court hereby confirms that the following assets are Petitioner's separate property
28 and shall continue to be his separate property from and after the effective date of this Further

1 Judgment:

- 2 A. Petitioner's earnings and accumulations from and after the date of separation;
- 3 B. Petitioner's clothing, jewelry and personal effects;
- 4 C. Petitioner's intellectual property rights to any post-separation projects;
- 5 D. City National Bank - Checking Account [REDACTED] with a balance of
- 6 \$258,659 as of November 11, 2008, (less \$115,824 subsequently paid to Respondent);
- 7 E. City National Bank - Pocket Account [REDACTED] with a balance of \$5,469
- 8 as of November 11, 2008;
- 9 F. City National Securities - Account [REDACTED] with a value of \$2,081,916
- 10 as of November 11, 2008;
- 11 G. Petitioner's separate property interest in his goodwill, if any; and
- 12 H. Petitioner's interest in Really Big Hole, Inc. and its two bank accounts:
- 13 (1) City National Bank, Account [REDACTED] with a balance of
- 14 \$3,175 as of November 11, 2008; and
- 15 (2) City National Bank, Account [REDACTED] with a balance of
- 16 \$17,010 as of November 11, 2008.

17 4.2 The Court hereby confirms that the following assets are Respondent's separate

18 property and shall continue to be her separate property from and after the effective date of this

19 Further Judgment:

- 20 A. Respondent's earnings and accumulations from and after the date of
- 21 separation;
- 22 B. Respondent's clothing, jewelry and other personal effects;
- 23 C. \$115,824 Respondent already received from Petitioner's separate property
- 24 City National Bank [REDACTED] with a balance of \$258,659 as of
- 25 November 11, 2008 (see Paragraph 4.1.D herein);
- 26 D. City National Bank account number ending 3804, holding her post-separation
- 27 income;
- 28 E. The improved real property recently acquired by Respondent in Southern

1 California, subject to all liens and encumbrances.

2 **5. SPOUSAL SUPPORT**

3 5.1 Based on the parties current financial circumstances, the parties have acknowledged,
4 and the Court finds, that there shall be no spousal support awarded to either party at the present time.
5 Both parties are deploying the funds from the profit participations, etc. described in Paragraph 3.2
6 above to pay for their current living expenses. Respondent contends that said funds are insufficient
7 to enable her to maintain the Marital Standard of Living. The Court finds that the parties marriage
8 was one of "long duration" as defined in *Family Code* §4336. The Court retains jurisdiction
9 indefinitely to award either party spousal support on a *de novo* basis pursuant to the provisions of
10 *Family Code* §4320 should either party file an appropriate application for spousal support. No
11 showing of a "change of circumstances" shall be required of either party as a condition precedent to
12 their application for spousal support.

13 5.2 The Court's jurisdiction to award spousal support to Petitioner shall terminate on his
14 death, his remarriage or further Order of Court, whichever first occurs. The Court's jurisdiction to
15 award spousal support to Respondent shall terminate on her death, her remarriage or further Order of
16 Court, whichever first occurs.

17 **6. CUSTODY**

18 6.1 Legal Custody

19 A. Petitioner and Respondent shall share joint legal custody of their minor child,
20 Madison Clapp, born January 4, 1996. In exercising joint legal custody, the parties shall confer in
21 good faith and shall agree in advance on the following issues:

- 22 (1) School placement and selection and removal, termination or change of
23 the minor child's school;
- 24 (2) Educational needs of the minor child, including educational testing
25 and tutoring;
- 26 (3) Non-emergency, non-routine health care for the minor child including
27 medical, dental, orthodontic, vision, psychiatric, psychological, and psychotherapeutic treatment;
- 28 (4) Extracurricular activities of the minor child that could infringe on the

1 parenting time of the other party;

2 (5) Relocation of the minor child more than 30 miles away from the
3 moving party's present residence;

4 (6) Authorizing employment for the minor; and

5 (7) Authorizing the minor's marriage.

6 B. For any emergency treatment of the minor child, when the other party cannot
7 reasonably be contacted in advance, either party acting alone shall be able to make any decisions
8 regarding such emergency treatment of the child. However, the party who makes such unilateral
9 decision shall notify and inform the other party regarding such emergency treatment of the child as
10 soon as practicable.

11 C. Each party shall provide the other party in writing within three days of any
12 changes in his or her current residence, address and telephone numbers, and/or his or her current
13 work address and telephone numbers.

14 D. In the event that either party takes the minor child on any vacation trip outside
15 of the State of California, that parent shall provide the other parent in advance with a verbal or
16 written itinerary setting forth the dates of travel, the estimated time of departure and arrival, the
17 destination, the name, address and telephone number of the hotel(s) or residence(s) at which the
18 minor child will be staying, and, if applicable, the airline and flight numbers of all flights. The
19 itinerary shall be provided five days in advance of travel, or as soon thereafter as such travel plans
20 have been made. If certain information is not available, it shall be provided as it becomes available.

21 E. Each party shall have access to all school records and medical records of the
22 minor child.

23 F. The parties acknowledge that due to Petitioner's travel schedule and
24 professional commitments, there may be times when he is unable to exercise a regular custodial time
25 schedule. To that end, the parties agree to be cooperative with each other in making alternate
26 arrangements to ensure that Madison has equal, frequent and continuing contact with each parent.

27 G. Family Code §3048:

28 Petitioner and Respondent acknowledge and the court finds that:

1 (1) This Court has jurisdiction over the minor child because no other state
2 has assumed jurisdiction and this state is an appropriate forum.

3 (2) Since this is a stipulated Further Judgment, no notice was required.

4 (3) The country of the habitual residence of the minor child is the United
5 States of America.

6 (4) Child custody rights of each party are as set forth in this Stipulated
7 Order.

8 (5) Both parties are advised that violations of custodial orders may result
9 in civil or criminal penalties, or both.

10 6.2 Physical Custody

11 The parties acknowledge, and the Court finds, that at the present time, it is in the best
12 interests of their minor child, Madison Clapp, that no fixed custodial schedule be established in this
13 Further Judgment. As they have since their separation, the parties will continue to work together to
14 ensure that they each have frequent and continuing access to the child. Petitioner's present custodial
15 timesharing percentage is approximately 30%. It is anticipated that as the child gets older, she will
16 spend additional time in Petitioner's custody with the goal that she spend approximately equal time
17 with each party. Holidays and school vacations will be shared and/or alternated by the parties as
18 they agree. They parties will remain cooperative and flexible as it relates to devising a shared
19 custodial schedule for the child each month, taking into consideration the child's schedule and each
20 party's employment commitments. In the event the parties are unable to agree upon physical custody
21 of the child, the Court reserves jurisdiction to make the appropriate Orders, and the provisions of this
22 Paragraph 6.2 shall be without prejudice to the rights and contentions of either party.

23 7. CHILD SUPPORT

24 7.1 As and for base child support for the parties' minor child, Madison Clapp, Petitioner
25 shall pay to Respondent the sum of \$6,000 per month payable on the first day of each month
26 commencing April 1, 2009 and continuing until the child reaches the age of 18 years (or the age of
27 19 years, if she is still attending high school), her death, emancipation, or further order of Court,
28 whichever first occurs. The parties acknowledge, and the Court finds, that the amount of child

1 support set forth above has been determined by their agreement, and the amount may be greater, or
2 less, than the amount determined by application of a California Child Support Guidelines. Upon
3 appropriate application of either party to the Court, the amount of Petitioner's child support
4 obligation may be changed to conform to the California Child Support Guidelines. No showing of a
5 "change of circumstances" shall be required by either party with regard to said application.

6 7.2 Petitioner shall maintain and pay for medical insurance for the benefit of Madison for
7 so long as he is obligated to pay child support for Madison. The parties shall equally pay the
8 uninsured medical, dental, orthodontia, therapy and other agreed upon health related expenses for
9 Madison. Each party's agreement to such treatment shall not be unreasonably withheld.

10 7.3 Each party shall pay for one-half of the expenses associated with mutually agreed
11 upon private school, summer school, summer camp and extra-curricular activities, the agreement to
12 which shall not be unreasonably withheld.

13 7.4 The Court finds that Petitioner and Respondent acknowledged and stipulated that
14 good cause exists to stay service of a wage assignment against Petitioner, pursuant to *Family Code*
15 §5260; however, said stay shall be subject to termination upon mutual agreement of the parties or
16 further order of Court. Respondent shall not be precluded from seeking an assignment in accordance
17 with the procedure set forth in *Family Code* §5261 in the event of Petitioner's default in his child
18 support obligations.

19 7.5 The Court finds that the parties have acknowledged that they are fully informed of
20 their rights pursuant to *Family Code* §§4055-4065. The Court further finds that the parties have
21 agreed that the child support provided in this Section was agreed to without coercion or duress. The
22 Court further finds that the parties have stipulated that the provisions of this Judgment are in the best
23 interests of their minor child, and that the needs of the child will be adequately met by the child
24 support agreement provided herein. The Court further finds that the right to child support has not
25 been assigned to the County pursuant to §11477 of the *Welfare and Institutions Code*, and no public
26 assistance application is pending. The Court finds that each party has acknowledged for him/herself
27 that the child support arrangement set forth in this Paragraph was not arrived at pursuant to the
28 California Guidelines provided for in *Family Code* §§4055-4065.

1 **8. ATTORNEYS', ACCOUNTANTS', AND OTHER EXPERTS' FEES AND COSTS**

2 8.1 Each party is solely responsible for paying all legal fees and costs, accounting fees
3 and costs, and expert fees and costs that party has incurred in connection with the dissolution through
4 entry of Judgment, with no right of reimbursement and shall indemnify and hold the other party free
5 and harmless therefrom.

6 8.2 Neither party shall have the right to request or receive an award of additional
7 attorneys' fees or costs, accounting fees or costs, or expert fees and costs from the other party at any
8 time in the future for any reason whatsoever as a result of any such fees or costs incurred prior to the
9 execution of this Further Judgment by the parties and their attorneys. The Court shall not retain
10 jurisdiction to order either party to pay a contributive share of the other party's attorneys',
11 accountants' or other experts' fees and costs incurred prior to the execution of this Further Judgment
12 by the parties and their attorneys.

13 **9. TAX MATTERS**

14 9.1 As used at any place in this Further Judgment, and in every context, the words "tax"
15 or "taxes" shall mean and include, for all purposes, any and all governmental taxes, whether income,
16 self-employment or otherwise, and all deficiencies, interest, penalties, assessment or costs of defense
17 whatsoever in connection therewith.

18 9.2 The parties acknowledge that they filed joint state and federal income tax returns
19 during the years of their marriage, up to and including 2007. Except as provided below, any tax
20 deficiency (taxes, interest, penalties) owed as a result of any future audit shall be the equal
21 responsibility of the parties.

22 A. Should any federal or state taxing authority impose or assess any tax
23 deficiency or Petitioner and Respondent, or either of them, for any calendar year in which they have
24 filed joint tax returns, if the deficiency is based on Petitioner's knowing and intentional failure to
25 correctly pay income tax installments on a timely basis, correctly report his income and/or correctly
26 report his expenses, or other deductions, Petitioner shall be responsible for the payment of all such
27 taxes, penalties and interest in connection with same, including attorney's fees and accounting fees,
28 and Petitioner shall indemnify and hold Respondent harmless from the amount of said obligation.

1 B. Should any federal or state taxing authority impose or assess any tax or tax
2 deficiency on Petitioner and Respondent, or either of them, for any calendar year in which they have
3 filed joint income tax returns, if a deficiency is based on Respondent's knowing and intentional
4 failure to correctly pay income tax installments on a timely basis, correctly report her income and/or
5 correctly report her expenses, or other deductions, Respondent shall be responsible for the payment
6 of all such taxes, penalties and interest in connection with same, including attorney's fees and
7 accounting fees, and Respondent shall indemnify and hold Petitioner harmless from the amount of
8 said obligation.

9 C. Should any federal or state taxing authority impose or assess any tax or-tax
10 deficiency on Petitioner and Respondent, or either of them, for any calendar year in which they have
11 filed joint income tax returns, if the deficiency is based on or arising out of, or in connection with an
12 audit of the income and/or expenses of the corporations referred to in Paragraph 3.1.,A above,
13 Petitioner and Respondent shall equally be responsible for the payment of all such taxes, penalties
14 and interest in connection with same, including attorney's fees and accounting fees.

15 D. The parties shall share equally in any refund later determined to be due the
16 parties as a result of their jointly filed tax returns.

17 9.3 Petitioner and Respondent shall file separate federal and state income tax returns
18 each year from and including 2008. Unless otherwise agreed between the parties, Respondent shall
19 file her taxes under the head-of-household status and claim that the principal place of residence of
20 Madison Clapp is with her for income tax purposes. Petitioner shall be entitled to take the
21 dependancy exemption for the child unless his right is "phased out"; then Respondent shall be
22 entitled to take the dependancy exemption for Madison unless her right is also "phased out".
23 Petitioner and Respondent shall each be responsible for his or her income tax liability attributable to
24 income earned by him/her from January 1, 2008 and thereafter. Respondent shall assume all income
25 and liabilities (if any) for those assets awarded and confirmed to her in Paragraphs 3.2 and 4.2 above,
26 and shall pay any taxes for said income and liabilities commencing with her 2008 federal and state
27 income tax returns. Petitioner shall assume all income and liabilities (if any) for those assets awarded
28 and confirmed to him in Paragraphs 3.1 and 4.1 above, and pay any taxes for said income and

1 liabilities commencing with his 2008 federal and state income tax returns.

2 9.4 The Court shall retain jurisdiction to order compliance with the terms of this
3 Paragraph 9, if necessary.

4 **10. ASSUMPTION OF OBLIGATIONS**

5 10.1 Except as otherwise provided in this Further Judgment, Petitioner shall assume all
6 liabilities, known or unknown, in connection with the assets awarded to him pursuant to Paragraphs
7 3.1 and 4.1 above, and shall indemnify and hold Petitioner harmless therefrom.

8 10.2 Except as otherwise provided in this Further Judgment, Respondent shall assume all
9 liabilities, known or unknown, in connection with the assets awarded to her pursuant to Paragraphs
10 3.2 and 4.2 above, and shall indemnify and hold Respondent harmless therefrom.

11 10.3 Except as is otherwise provided in this Further Judgment, Petitioner is ordered to pay
12 all debts and obligations incurred by him after January 1, 2008, and to indemnify Respondent and
13 hold her harmless in connection therewith.

14 10.4 Except as is otherwise provided in this Further Judgment, Respondent is ordered to
15 pay all debts and obligations incurred by her after January 1, 2008, and to indemnify Petitioner and
16 hold him harmless in connection therewith.

17 10.5 The Court finds that Petitioner has warranted to Respondent that Petitioner has not
18 incurred (except as otherwise provided in this Further Judgment), nor will Petitioner incur, any
19 liability or obligation for which Respondent is or may be liable. If any claim, action or proceedings
20 arising out of the representation set forth in this Paragraph shall hereafter be brought seeking to hold
21 Respondent liable on account of any liability or obligation for which Petitioner is or may be liable,
22 Petitioner shall, at Petitioner's sole expense, defend Respondent against all such claims or demands
23 and Petitioner shall hold Respondent free and harmless therefrom. Respondent shall be entitled to
24 recover from Petitioner in such action, by cross-complaint, the amount of any judgment rendered
25 against Respondent and Respondent shall be entitled to recover for all costs and attorneys',
26 accountants' and other expert fees incurred by Respondent. If Respondent is served with legal
27 process, Respondent may appear through counsel, defend the action, and also cross-complain against
28 Petitioner. Alternatively, at Respondent's option, she may seek redress for any judgment suffered by

1 her, including the aforementioned costs and fees via an Order to Show Cause proceeding.

2 10.6 The Court further finds that Respondent has warranted to Petitioner that Respondent
3 has not incurred (except as otherwise provided in this Further Judgment), nor will Respondent incur,
4 any liability or obligation for which Petitioner is or may be liable. If any claim, action or
5 proceedings arising out of the representation set forth in this Paragraph shall hereafter be brought
6 seeking to hold Petitioner liable on account of any liability or obligation for which Respondent is or
7 may be liable, Respondent shall, at Respondent's sole expense, defend Petitioner against all such
8 claims or demands and Respondent shall hold Petitioner free and harmless therefrom. Petitioner
9 shall be entitled to recover from Respondent in such action, by cross-complaint, the amount of any
10 judgment rendered against Petitioner and Petitioner shall be entitled to recover for all costs and
11 attorneys', accountants' and other expert fees incurred by Petitioner. If Petitioner is served with legal
12 process, Petitioner may appear through counsel, defend the action, and also cross-complain against
13 Respondent. Alternatively, at Petitioner's option, he may seek redress for any judgment suffered by
14 him, including the aforementioned costs and fees via an Order to Show Cause proceeding.

15 10.7 Except as may be otherwise set forth herein, all assets assigned in this Further
16 Judgment to either party are assigned subject to all existing encumbrances, liens, demands, causes,
17 debts, obligations, expenses, damages, liabilities and income taxes (collectively "obligations"). The
18 assignee shall pay and indemnify and hold the other party free and harmless from any claim or
19 liability that the other party may suffer or may be required to pay on account of such obligations and
20 from all costs and expenses, including, but not limited to, attorneys', accountants' and other experts'
21 fees and costs in connection therewith.

22 10.8 Petitioner and Respondent shall work together to remove the other party's name from
23 the various bank accounts, credit cards, real properties, automobiles and debts, as required by the
24 division of property herein.

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1 10.9 From and after the date of this Further Judgment, neither party shall incur any
2 indebtedness chargeable against the other or his or her estate, nor contract any debt or obligation in
3 the name of the other, and Petitioner and Respondent each shall indemnify and hold the other
4 harmless from and against any such indebtedness or obligation incurred or created by such
5 indemnifying party. The Court finds that each of the parties hereto warrants to the other that he or
6 she has not incurred any liability or obligation on which the other is or may be liable. Petitioner and
7 Respondent each shall indemnify and hold harmless the other party from and against any such
8 liability or obligations heretofore incurred.

9 10.10 The Court finds that Petitioner and Respondent acknowledge that there are no
10 community debts and obligations due and owing by the parties or either of them not otherwise
11 specifically set forth in this Further Judgment. In the event there are community obligations or other
12 obligations not otherwise provided for in this Further Judgment, the party who incurred such
13 obligation(s) shall assume the full responsibility to discharge said obligation(s) and shall indemnify
14 and hold the other party free and harmless therefrom.

15 **WAIVER OF RIGHTS TO REIMBURSEMENT**

16 10.11 The Court finds that except as otherwise expressly provided in this Further
17 Judgment, each party has waived all right to reimbursement of the following:

18 A. *Epstein credits* [*In re Marriage of Epstein* (1979) 24 Cal.App.3d 76] and all
19 rights of reimbursement to which a party may be entitled as a result of the payment of community
20 obligations since the separation date.

21 B. *Watts credits* [*In re Marriage of Watts* (1985) 171 Cal.App.3d 366] and all
22 rights to reimbursement to which a party or the community may be entitled as a result of one party's
23 use of community assets since the separation date.

24 C. All rights to reimbursement under *Family Code* §2640 or otherwise, for
25 separate property contributed to the acquisition or maintenance of community property.

26 D. All rights to reimbursement for gifts of community property made to third
27 parties.

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1 E. All claims to reimbursements from the other party and/or community estate
2 regarding loans or payments made to or on behalf of the parties and/or the community estate prior to
3 subsequent to the date of separation through the date of the parties' execution of this Further
4 Judgment by the parties and their attorneys, except as is otherwise provided for in this Further
5 Judgment.

6 10.12 The Court finds that the waivers set forth in Paragraph 10.1 hereof supersede all
7 existing court orders, stipulations or agreements between the parties and/or wherein Petitioner and/or
8 Respondent reserved the right to repayment or reimbursement for payments made to or for the
9 benefit of the other party and/or the community estate. The Court finds that the parties each have
10 warranted and represented that said waivers are made as part of and in consideration for the division
11 of assets as provided for in this Further Judgment.

12 10.13 Except as specifically provided in this Further Judgment, neither Petitioner nor
13 Respondent shall have the right to any reimbursement from the other and/or the community estate for
14 loans or payments made to or for the benefit of the parties or either of them, prior or subsequent to
15 the date of separation, including any payments made by a party pursuant to earlier stipulations,
16 agreements or orders made in connection with the marital dissolution action, except as otherwise
17 provided for herein.

18 10.14 Except as otherwise provided in this Further Judgment, the Court finds that each
19 party specifically waives any auditing or accounting rights with respect to the assets awarded to the
20 other party.

21 11. RELEASES

22 11.1 Effective as of the date hereof, except as otherwise provided in this Further
23 Judgment, each party shall release the other from any and all liabilities, debts or obligations on all
24 property awarded to each party in this Further Judgment that have been or will be incurred, and from
25 any and all claims and demands. The Court finds that Petitioner and Respondent agree that by this
26 Further Judgment, he/she intends to settle all aspects of his/her marital rights. Each of the parties
27 shall also release the other and the other's heirs, representatives, successors and assigns of and from
28 any and all other claims, demands, costs, expenses, liabilities, actions and causes of action based on,

1 arising out of, or in connection with any matter, fact, or theory occurring prior to the execution of this
2 Further Judgment, except that nothing herein contained shall relieve or discharge either Petitioner or
3 Respondent of or from any of his or her obligations under this Further Judgment. The Court finds
4 that each of the parties agrees and understands that there is a risk that subsequent to the execution of
5 this Further Judgment either of them may incur or suffer loss, damage or injuries which are in some
6 way caused by, or related to, the matters referred to above in this section, which are unknown or
7 unanticipated at the time this Further Judgment is executed. The Court finds that each party hereby
8 assumes said risk and agrees to hold the other party harmless therefrom.

9 11.2 From and after January 1, 2008, the earnings and accumulations thereafter accruing
10 to or received by either party and any and all property of any kind or description thereafter acquired
11 by either of them shall be the sole and separate property of the one so acquiring it except as set forth
12 herein. The Court acknowledges the waiver of each party of any and all property rights in or to such
13 future earnings, income, or acquisitions of property and the Court finds that Petitioner and
14 Respondent hereby grant to the other all such future earnings, income and acquisitions of property as
15 the sole and separate property of the one so acquiring same.

16 11.3 Neither party hereto shall in any manner, directly or indirectly, contest or oppose the
17 probate of the other's will whether heretofore or hereafter made. The Court finds that each of the
18 parties hereby waives and releases in favor of the other party all of his or her right to act as
19 administrator or executor or otherwise to administer the other party's estate. The Court finds that
20 each of the parties hereby waives, relinquishes, releases and forever surrenders in favor of the other
21 party, and to his or her heirs, assigns and legal representatives, any and all of his or her rights to
22 claims or rights of election to take or acquire under the laws of the State of California, or any other
23 jurisdiction, any property, benefit or interest of any kind, nature or description, under any will or
24 testament of the other, and any and all right to inherit, one from the other, and any and all rights to
25 receive any real or personal property (no matter how or when said property was acquired) of the other
26 upon the death of the other, either under the laws of succession or under community property laws, or
27 by way of dower, curtsy or otherwise. The Court finds that Petitioner and Respondent waive, release,
28 relinquish and surrender all such claims and rights, if any, in favor of the heirs of the other party, it

1 being understood that neither of the parties hereto shall have any right to inheritance, descent or
2 distribution of any kind in or to the estate of the other. Notwithstanding anything to the contrary
3 stated herein, either party hereto may, by will executed subsequent to the date of the signing of this
4 Further Judgment, make provisions contrary to those herein stated.

5 11.4 The Court finds that, except as provided for in this Further Judgment, each party does
6 hereby release the other from any and all demands, costs, expenses, actions or causes of action of
7 whatever kind or nature based on, or arising out of, or in connection with any matter, fact or thing
8 occurring or accruing prior to the date of execution of the instant Further Judgment; provided,
9 however, that nothing contained herein or in any other paragraph of this Further Judgment shall
10 relieve or discharge either of the parties from any of his or her obligations under this Further
11 Judgment or under any other instrument or documents executed pursuant to the provisions hereof or
12 related hereto, including, without limitation, intentionally omitted community assets as is set forth
13 herein.

14 11.5 The Court finds that except as otherwise provided in this Further Judgment,
15 Petitioner and Respondent have released the other all and all of his/her respective agents, attorneys,
16 assigns, and successors-in-interest from any and all known claims, demands, damages, debts,
17 liabilities, obligations, accounts, reckonings, allegations, costs, expenses, liens, actions, causes, and
18 causes of action, of any kind and nature whatsoever, at law or in equity.

19 **12. MISCELLANEOUS**

20 12.1 The Court finds that each of the parties acknowledges (a) that the other party has
21 gained no advantage over him/her as a result of this Further Judgment, (b) that there is sufficient
22 consideration for each party to enter into this Further Judgment and (c) that neither party was under
23 undue influence to enter into this Further Judgment.

24 12.2 The Court finds that Petitioner and Respondent each further acknowledge (a) that all
25 negotiations leading to this Further Judgment were carried on at arm's length, and (b) that each party
26 recognized that his/her interests and the other party's interests were adverse during such negotiations.

27 12.3 The Court acknowledges the warranty of each party to the other party that neither
28 party is now possessed of any community property of any kind or description whatsoever, other than

1 the property specifically mentioned in this Further Judgment. If it shall hereafter be determined by a
2 court of competent jurisdiction that either Petitioner or Respondent is now possessed of any
3 community property not set forth herein that he/she omitted from this Further Judgment, such party
4 who omitted said community property asset shall pay the other, on demand, at the election of the
5 discovering party (i) a sum equal to one-half (½) of the fair market value, less encumbrances existing
6 on January 1, 2008, of such property at the date of discovery; or (ii) a sum equal to one-half (½) of
7 the fair market value, less encumbrances existing as of January 1, 2008, or (iii) an undivided one-half
8 (½) interest in and to said property, in kind; or (iv) a sum equal to one-half (½) of the fair market
9 value, less encumbrances existing on January 1, 2008, of such property at the date of Court
10 determination if promptly obtained after discovery, whichever of the foregoing sums shall be greater.
11 If legal action is instituted to enforce any such claim or demand, the prevailing party in such
12 litigation shall be entitled to reasonable attorneys' fees and costs incurred in such litigation as shall
13 be awarded by the Court. The Court retains jurisdiction to make further orders in this regard. The
14 foregoing provisions shall not apply to any assets confirmed to the other party as his/her sole and
15 separate property herein.

16 12.4 Each party shall, upon request of the other or counsel of the other party, execute,
17 acknowledge and deliver any and all deeds, bills of sale, assignments, instruments, and other
18 documents necessary or desirable to transfer title and to carry out the terms and provisions of this
19 Further Judgment. Should a party required to execute and deliver such documents fail to do so
20 within ten (10) days after demand has been made therefor, by the party entitled thereto, then, and in
21 that event, the other party may make application to the Court, accompanied by the minimum of forty-
22 eight (48) business hours ex parte notice of such application to the other party, in order to carry out
23 such orders as may be necessary to obtain the execution of said documents and to obtain delivery of
24 same to the party entitled thereto (which may include a request that the County Clerk sign documents
25 in a party's place and stead thereof, if necessary). The Court retains jurisdiction to make such other
26 and further orders as may be necessary, convenient or required with respect to the form of any
27 documents are or may be necessary to effectuate the purposes of this Further Judgment, and any
28 aggrieved party may make application to the Court for such purposes upon ex parte application on

1 forty-eight (48) business hours advanced notice. Notwithstanding the failure or refusal of either
2 party to execute any such instrument, this Further Judgment shall constitute a full and complete
3 transfer and conveyance of properties herein designated as being transferred or conveyed by each
4 party.

5 12.5 The Court finds that this instrument shall be binding upon and inure to the benefit of
6 the parties, their heirs, executors, administrators, successors and assigns.

7 12.6 The Court finds that each party has given full and mature thought to the making of
8 this Further Judgment and of the obligations contained therein, and each of the parties has read this
9 Further Judgment and is fully aware of its contents and understands that the agreements and
10 obligations assumed by the other are assumed with the express understanding and agreement that
11 they are in full satisfaction of all obligations which each of said parties now has or might hereafter
12 otherwise have to the other.

13 12.7 The Court finds that this Further Judgment constitutes the entire agreement and
14 understanding between Petitioner and Respondent with respect to the subject matter hereof, and
15 supersedes and replaces all prior agreements and understandings whether oral or written. The Court
16 finds that there are no other agreements, understandings, statements, representations or warranties of
17 the parties, oral or written, except as expressly set forth herein, with respect to the subject matter of
18 this Further Judgment. The Court finds that this Further Judgment, and each of the provisions
19 herein, may not be altered, amended, terminated or waived, except by an instrument in writing
20 executed by both of the parties hereto.

21 12.8 The Court finds that this Further Judgment is executed and intended to be performed
22 in the State of California, and the law of that State shall govern its interpretation and effect.

23 12.9 The Court finds that in the event that any provision of this Further Judgment should
24 be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force
25 and effect.

26 12.10 The Court finds that each party acknowledges that he/she was aware of said party's
27 rights to complete full and formal discovery including, but not limited to, serving specially prepared
28 interrogatories, issuing subpoenas, requesting production of documents and taking depositions. The

1 Court finds that each party acknowledges that he/she knowingly waived his/her right to complete full
2 and formal discovery and that he/she has not relied upon any representations of the other party in
3 entering into this Further Judgment.

4 12.11 In negotiating the terms of this Further Judgment, each of the parties acknowledges
5 that he or she had the opportunity to determine, both on a voluntary basis and through formal
6 discovery procedures, all of the financial circumstances of the other party and the income which each
7 has and is likely to derive. Each of the parties desires a settlement of all matters set forth in this
8 Further Judgment, and each party has chosen not to exercise further the formal or informal discovery
9 rights available to him or her. Each party has knowingly waived his or her rights to investigate in
10 any way further financial circumstances of the other party. Each party knowingly waived his or her
11 right to a full evidentiary hearing on the merits.

12 12.12 Each party relied solely on her/his own personal judgment as to all matters pertaining
13 to the matters encompassed in this Further Judgment and she/he did not rely on any statement,
14 warranty or representation of any other person.

15 12.13 The parties acknowledge that they are aware that there may be certain tax
16 consequences as a result of the provisions of this Further Judgment, including, but not limited to,
17 capital gains tax consequences, real property tax consequences, state and federal income tax
18 consequences, and local tax consequences. Each party has consulted with, or has had the opportunity
19 to consult with, his or her respective tax advisor, tax attorney or accountant regarding any tax
20 consequences of this Further Judgment which may be substantial and might affect materially his or
21 her entering into the terms of this Further Judgment. The parties have sought and obtained all of the
22 tax, business-related or other advice that they deem necessary in order to enter this Further Judgment.

23 12.14 Each party has read this Further Judgment and has had it fully explained to him or
24 her by counsel. The parties acknowledge that the provisions of this Further Judgment are fair and
25 reasonable. The parties acknowledge that the provisions of this Further Judgment have been
26 negotiated with their participation and understanding. Both parties acknowledge that this Further
27 Judgment is made and entered into freely and voluntarily, free from any duress, coercion or undue
28 influence of any kind or nature on the part of the other, and that each party understands this Further

1 Judgment's contents and legal effect.

2 12.15 It is the intention of the parties that this Further Judgment be effective on the date
3 when last signed by the parties and their attorneys.

4 I HAVE READ AND HAD EXPLAINED TO ME AND UNDERSTAND THE TERMS
5 OF THIS FURTHER JUDGMENT. I CONSENT TO ITS ENTRY AND AGREE TO BE
6 BOUND BY IT.

7
8 Dated: June 23, 2009
9 at Los Angeles, California

By: *Philip Clapp*
PHILIP JOHN CLAPP, Petitioner

10 Dated: June 25, 2009
11 at Los Angeles, California

By: *Melanie Lynn Clapp*
MELANIE LYNN CLAPP, Respondent

12 APPROVED AS TO FORM:

13 WASSER, COOPERMAN & CARTER
14 Professional Corporation

15 Dated: June 23, 2009

By: *Laura A. Wasser*
LAURA A. WASSER
Attorneys for Petitioner

LEEDS, WENDER & ROSENFELD, LLP

16
17
18
19 Dated: June 25, 2009

By: *Ronald Rosenfeld*
RONALD ROSENFELD
Attorneys for Respondent

20
21 IT IS SO ORDERED.

22 Dated: JUL 24 2009

Marjorie S. Steinberg
JUDGE OF THE SUPERIOR COURT
MARJORIE S. STEINBERG