ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address)*: LAURA A. WASSER, ESQ./ERICA J. LUBANS, ESQ. SBNS 173740/275591 [redacted] E-MAIL ADDRESS *(Optional)*: ATTORNEY FOR *(Name)*: PETITIONER, KELLY BLACKSTOCK	[redacted] Superior Court of California 08/[illegible] Sherri R. Carter, Executive Officer/Clerk of Court By: K. Kharatyan, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. HILL STREET MAILING ADDRESS: SAME AS ABOVE CITY AND ZIP CODE: LOS ANGELES, CA 90012 BRANCH NAME: CENTRAL	
MARRIAGE OR PARTNERSHIP OF PETITIONER: KELLY BLACKSTOCK RESPONDENT: BRANDON BLACKSTOCK	
JUDGMENT [X] DISSOLUTION [ ] LEGAL SEPARATION [ ] NULLITY [ ] Status only [ ] Reserving jurisdiction over termination of marital or domestic partnership status [X] Judgment on reserved issues Date marital or domestic partnership status ends:	CASE NUMBER: 20STFL04891

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

2. This proceeding was heard as follows: [X] Default or uncontested [ ] By declaration under Family Code section 2336
[ ] Contested [ ] Agreement in court
a. Date: Dept.: 2 Room: 215
b. Judicial officer *(name)*: [ ] 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)*:

[X] The court acquired jurisdiction of the respondent on *(date)*: July 15, 2020
a. [ ] The respondent was served with process.
b. [X] The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

4. a. [ ] Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons
(1) [ ] on *(specify date)*:
(2) [ ] on a date to be determined on noticed motion of either party or on stipulation.
b. [ ] Judgment of legal separation is entered.
c. [ ] Judgment of nullity is entered. The parties are declared to be single persons on the ground of *(specify)*:

d. [ ] This judgment will be entered nunc pro tunc as of *(date)*:
e. [X] Judgment on reserved issues.
f. The [ ] petitioner's [ ] respondent's former name is restored to *(specify)*:
g. [ ] Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
h. [X] 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.

Form Adopted for Mandatory Use
Judicial Council of California
FL-180 [Rev. July 1, 2012]

JUDGMENT
(Family Law)

Family Code, §§ 2024, 2340, 2343, 2346
www.courts.ca.gov

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BLACKSTOCK, KELLY

CASE NAME *(Last name, first name of each party)*:	CASE NUMBER:
Marriage of Blackstock	**20STFL04891**

4. i. ☒ The children of this marriage or domestic partnership are:
   (1) ☒ Name — Birthdate
   River Rose Blackstock — **2014**
   Remington Alexander Blackstock — **2016**
   (2) ☐ Parentage is established for children of this relationship born prior to the marriage or domestic partnership
   j. ☒ Child custody and visitation (parenting time) are ordered as set forth in the attached
   (1) ☒ Settlement agreement, stipulation for judgment, or other written agreement which contains the information required by Family Code section 3048(a).
   (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) ☐ Previously established in another case. Case number: Court:
   k. ☒ Child support is ordered as set forth in the attached
   (1) ☒ Settlement agreement, stipulation for judgment, or other written agreement which contains the declarations required by Family Code section 4065(a).
   (2) ☐ *Child Support Information and Order Attachment* (form FL-342).
   (3) ☐ *Stipulation to Establish or Modify Child Support and Order* (form FL-350).
   (4) ☐ Previously established in another case. Case number: Court:
   l. ☒ Spousal, domestic partner, or family support is ordered:
   (1) ☐ Reserved for future determination as relates to ☐ petitioner ☐ respondent
   (2) ☐ Jurisdiction terminated to order spousal or partner support to ☐ petitioner ☐ respondent
   (3) ☐ As set forth in the attached *Spousal, Partner, or Family Support Order Attachment* (form FL-343).
   (4) ☒ As set forth in the attached settlement agreement, stipulation for judgment, or other written agreement.
   (5) ☐ Other *(specify):*

   m. ☒ 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):*

   n. ☒ Attorney fees and costs are ordered as set forth in the attached
   (1) ☒ Settlement agreement, stipulation for judgment, or other written agreement.
   (2) ☐ *Attorney Fees and Costs Order* (form FL-346).
   (3) ☐ Other *(specify):*

   o. ☐ 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: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
JUDICIAL OFFICER

5. Number of pages attached: 48 ☒ SIGNATURE FOLLOWS LAST ATTACHMENT

NOTICE

Dissolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or domestic partner's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar property interest. 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.

NOTICE OF RIGHTS AND RESPONSIBILITIES

FL-192

Health-Care Costs and Reimbursement Procedures

If you have a child support order that includes a provision for the reimbursement of a portion of the child's or children's health-care costs and those costs are not paid by insurance, the **law says**:

1. Notice. You must give the other parent an itemized statement of the charges that have been billed for any health-care costs not paid by insurance. You must give this statement to the other parent within a reasonable time, but no more than 30 days after those costs were given to you.

2. Proof of full payment. If you have already paid all of the uninsured costs, you must (1) give the other parent proof that you paid them and (2) ask for reimbursement for the other parent's court-ordered share of those costs.

3. Proof of partial payment. If you have paid only your share of the uninsured costs, you must (1) give the other parent proof that you paid your share, (2) ask that the other parent pay his or her share of the costs directly to the health-care provider, and (3) give the other parent the information necessary for that parent to be able to pay the bill.

4. Payment by notified parent. If you receive notice from a parent that an uninsured health-care cost has been incurred, you must pay your share of that cost within the time the court orders; or if the court has not specified a period of time, you must make payment (1) within 30 days from the time you were given notice of the amount due, (2) according to any payment schedule set by the health-care provider, (3) according to a schedule agreed to in writing by you and the other parent, or (4) according to a schedule adopted by the court.

5. Going to court. Sometimes parents get into disagreements about health-care costs. If you and the other parent cannot resolve the situation after talking about it, you can request that the court make a decision.

a. **Disputed charges.** If you dispute a charge made by the other parent, you may file a request for the court to resolve the dispute, but only if you pay that charge before filing your request.

b. **Nonpayment.** If you claim that the other parent has failed to pay you back for a payment, or they have failed to make a payment to the provider after proper notice, you may file a request for the court to resolve the dispute. The court will presume that if uninsured costs have been paid, those costs were reasonable.

c. **Attorney's fees.** If the court decides one parent has been unreasonable, it can order that parent to pay the other parent's attorney's fees and costs.

d. **Court forms.** Use forms FL-300 and FL-490 to get a court date. See form FL-300-INFO for information about completing, filing, and serving your court papers.

6. Court-ordered insurance coverage. If a parent provides health-care insurance as ordered by the court, that insurance must be used at all times to the extent that it is available for health-care costs.

a. **Burden to prove.** The parent claiming that the coverage is inadequate to meet the child's needs has the burden of proving that to the court.

b. **Cost of additional coverage.** If a parent purchases health-care insurance in addition to that ordered by the court, that parent must pay all the costs of the additional coverage. In addition, if a parent uses alternative coverage that costs more than the coverage provided by court order, that parent must pay the difference.

7. Preferred health providers. If the court-ordered coverage designates a preferred health-care provider, that provider must be used at all times consistent with the terms of the health insurance policy. When any parent uses a health-care provider other than the preferred provider, any health-care costs that would have been paid by the preferred health provider if that provider had been used must be the sole responsibility of the parent incurring those costs.

Information About Child Support for Incarcerated or Detained Parents

1. Child support. Under current California law, child support ordered or changed after December 31, 2020, automatically stops if the parent who has to pay

- is confined against their will for more than 90 days in a row in jail, prison, juvenile detention, a mental health facility, or other institution.

2. Exceptions. Child support does not automatically stop if the parent who has to pay

- is confined for
  - domestic violence against the other parent or child, or
  - failing to pay a child support order; or
- has money available to pay child support.

3. Timing. Child support will automatically restart at the old amount the first day of the first full month after the parent is released. If you need to change your child support order, see page 2.

4. Past confinement. If your child support order was entered or modified between October 8, 2015, and December 31, 2019, and you were confined against your will for more than 90 days in a row during the same time frame, you may also qualify for relief. See item 5 for how to obtain more information.

5. More info. For more information about child support and incarcerated parents, see Family Code section 4007.5 or talk to the family law facilitator or self-help center in your county.

Form Adopted for Mandatory Use
Judicial Council of California
FL-192 [Rev. January 1, 2022]

NOTICE OF RIGHTS AND RESPONSIBILITIES
Health-Care Costs and Reimbursement Procedures

Family Code, §§ 4007.5, 4010, 4062, 4063
www.courts.ca.gov

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NOTICE OF RIGHTS AND RESPONSIBILITIES

FL-192

Information Sheet on Changing a Child Support Order

General Info
The court has made a child support order in your case. This order will remain the same unless one of the parents requests that the support be changed (modified). An order for child support can be modified by filing a request to change child support and serving the other parent. If both parents agree on a new child support amount, they can complete, sign, and file with the court a *Stipulation to Establish or Modify Child Support and Order* (form FL-350) (**Note:** If the local child support agency is involved in your case, it must be served with any request to change child support and approve any agreement.)

Online Self-Help Guide
For more information about how child support works, visit: *https://selfhelp.courts.ca.gov/child-support*.

When a Child Support Order May Be Changed
The court considers several things when ordering the payment of child support.

- First, the number of children is considered, along with the percentage of time each parent has physical custody of the children.
- Next, the net disposable incomes of both parents are determined (which is how much money is left each month after taxes and certain other items like health insurance, union dues, or other child support ordered and paid are subtracted from a parent's paycheck). The court can also look at earning ability if a parent is not working.
- The court considers both parents' tax filing status and may consider hardships, such as the cost of raising a child of another relationship who lives with a parent.

A parent can request to change an existing order for child support when the net disposable income of one of the parents changes, parenting time changes, or a new child is born.

Examples
- You have been ordered to pay $500 per month in child support. You lose your job. You will continue to owe $500 per month, plus 10 percent interest on any unpaid support, unless you file a motion to modify your child support to a lower amount and the court orders a reduction.
- You are currently receiving $300 per month in child support from the other parent, whose net income has just increased substantially. You will continue to receive $300 per month unless you file a motion to modify your child support to a higher amount and the court orders an increase.
- You are paying child support based upon having physical custody of your children 30 percent of the time. After several months it turns out that you actually have physical custody of the children 50 percent of the time. You may file a motion to modify child support to a lower amount.

How to Change a Child Support Order
To change a child support order, you must file papers with the court. *Remember:* You must follow the order you have now.

What forms do I need?
If you are asking to change a child support order, you must fill out one of these forms:

- Form FL-300, *Request for Order* **or**
- Form FL-390, *Notice of Motion and Motion for Simplified Modification of Order for Child, Spousal, or Family Support*

You must also fill out one of these forms, and attach proof of income for the past two months (like your paycheck stubs):
- Form FL-150, *Income and Expense Declaration* **or**
- Form FL-155, *Financial Statement (Simplified)*

What if I am not sure which forms to fill out?
Contact the family law facilitator or self-help center in your county.

After you fill out the forms, file them with the court clerk and ask for a hearing date. Write the hearing date on the form. The clerk may ask you to pay a filing fee. If you cannot afford the fee, fill out these forms, too:

- Form FW-001, *Request to Waive Court Fees* ***and***
- Form FW-003, *Order on Court Fee Waiver (Superior Court)*

You must serve the other parent. If the local child support agency is involved, serve it too.

- This means someone 18 or over—not you—must serve the other parent copies of your filed court forms at least **16 court days** before the hearing. Add **5 calendar days** if you serve by mail within California (see Code of Civil Procedure section 1005 for other situations).
- **Court days** are weekdays when the court is open for business (Monday through Friday except court holidays). **Calendar days** include all days of the month, including weekends and holidays. To find court holidays, go to *www.courts.ca.gov/holidays.htm*.

The server must also serve blank copies of both of these forms:
- Form FL-320, *Responsive Declaration to Request for Order*
- Form FL-150, *Income and Expense Declaration*

Then the server fills out and signs a *Proof of Service* (form FL-330 or form FL-335). Take this form, plus one copy, to the clerk and file it at least one week before your hearing.

Go to your hearing and ask the judge to change the support. Bring your tax returns from the last two years and your last two months' pay stubs. The judge will look at your information, listen to both parents, and make an order. After the hearing, fill out:
- Form FL-340, *Findings and Order After Hearing* ***and***
- Form FL-342, *Child Support Information and Order Attachment*

Need help?
Contact the family law facilitator or self-help center in your county, or call your county's bar association and ask for an experienced family lawyer.

STIPULATED JUDGMENT

PURSUANT TO RULE 5.411 OF THE CALIFORNIA RULES OF COURT, Petitioner, KELLY BLACKSTOCK and Respondent BRANDON BLACKSTOCK stipulate to the following Further Judgment on Reserved Issues ("Further Judgment").

1. PARTIES

1.1 The Parties subject to and bound by this Further Judgment are Petitioner KELLY BLACKSTOCK ("Petitioner") and Respondent BRANDON BLACKSTOCK ("Respondent"), collectively referred to herein as the "Parties," or individually as "Party."

2. RECITALS

2.1 Each Party has acknowledged and represented for herself or himself, for the other to rely upon in agreeing to this Further Judgment, and for the Court to rely upon in approving and signing this Further Judgment, that the following recitals are true and correct.

2.2 The Parties were married on October 20, 2013.

2.3 The minor children from the marriage are River Rose Blackstock, date of birth [redacted], 2014, age 7; and Remington Alexander Blackstock, date of birth [redacted], 2016, age 5 (the "Minor Children"). Respondent has one adult child, Savannah Blackstock, and one minor child, Seth Blackstock, from a prior marriage.

2.4 Irreconcilable differences arose between Petitioner and Respondent as a result of which they separated. During the course of this proceeding, both Petitioner and Respondent contended that the date of separation was to be determined. The Parties agree that a determination of the date of separation is not necessary for the purposes of this Further Judgment and that they agree to resolve all issues in this case as set forth in this Further Judgment with no judicial determination of the date of separation and notwithstanding the actual date of separation.

2.5 On June 4, 2020, Petitioner filed a Petition for Dissolution of Marriage ("Petition") in the Superior Court of the State of California in and for the County of Los Angeles, bearing case number 20STFL04891. At the time of the filing of the Petition, Petitioner and Respondent had each been residents of the State of California for at least six (6) months, and of the County of Los Angeles for at

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least three (3) months. Respondent filed a Response and Request for Dissolution of Marriage on July 15, 2020.

2.6 The Superior Court of California, County of Los Angeles, has exclusive jurisdiction over the Parties and over the subject matter of the Parties' dissolution of marriage.

2.7 The Parties' marital status was terminated on August 3, 2021, by entry of the Judgment of Dissolution, Status Only.

2.8 The terms and the provisions of this Further Judgment supersede all other oral and/or written agreements between the Parties and/or the Parties' counsel in this dissolution action and all *pendente lite* orders, with the exception of: i) the Order appointing Judge Scott Gordon (Ret.) as the privately compensated Judge Pro Tempore for all purposes in this action, which appointment shall remain in full force and effect through entry of this Further Judgment; ii) the Stipulation And Order Re Express Waiver Of Conflict Arising Out Of The Temporary Judge Serving As Both Trial Judge And As A Mediator/Settlement Judge.

2.9 By entering into this Further Judgment, the Parties intend to resolve all issues in this proceeding and to settle all outstanding disputes between them including, but not limited to, spousal support; child support, child custody and visitation, characterization, valuation and division of community property; confirmation of separate property; reimbursement claims; breach of fiduciary duty claims and attorneys' fees and costs and forensic accounting and other experts fee and costs claims, under the terms set forth herein. Except as otherwise set forth herein, the Parties intend to irrevocably adjust and determine all legal obligations of any nature which may exist with respect to one another at this time, by reason of the Parties' marriage, and to fully and completely resolve any and all issues relating to division of property and support. This Further Judgment contains provisions which are a compromise of the respective claims and positions of the Parties.

2.10 Petitioner and Respondent each acknowledge and agree that the award, confirmation, and transfer of all property pursuant to the terms of this Further Judgment is being made pursuant to Internal Revenue Code Section 1041.

2.11 Petitioner has complied with the provisions of Family Code, Sections 2100, et seq. and caused her Preliminary Declaration of Disclosure to be served upon Respondent on September 9, 2020 and her Final Declaration of Disclosure to be served upon Respondent on December 23, 2021. In addition, Petitioner served an updated Income & Expense Declaration on February 17, 2022. Respondent has complied with the provisions of Family Code, Section 2100, et seq. and caused his Preliminary Declaration of Disclosure to be served upon Petitioner on November 6, 2020 and his Final Declaration of Disclosure to be served upon Petitioner Respondent on January 16, 2022. Before executing this Further Judgment, each Party and his/her professionals acknowledge and represent that she/he/they have reviewed the other Party's Final Declaration of Disclosure and each Party and his/her professionals represent that there is nothing set forth in the other Party's Final Declaration of Disclosure that would form any basis for seeking to set aside or otherwise invalidate this Further Judgment. Each Party represents that she or he is satisfied with the information set forth in the other Party's Final Declaration of Disclosure and she or he does not seek any additional information from the other Party or from any third Party.

2.12 Petitioner and Respondent acknowledge that each Party has been fully advised at all stages of this proceeding by counsel of his or her own choice. Petitioner is represented by Wasser, Cooperman & Mandles, P.C. Respondent is represented by Spector Law, APLC and Meyer, Olson, Lowy and Meyers, LLP.

2.13 The Parties acknowledge that on October 15, 2013, they entered into a Premarital Agreement (the "Premarital Agreement"), the interpretation of which was challenged by Respondent in this proceeding. This Further Judgment supersedes and extinguishes all rights and obligations created by the Premarital Agreement and the Premarital Agreement is of no further force and effect as of the Effective Date hereof.

2.14 Each Party expressly acknowledges, for the other Party and the court to rely upon, that prior to her or his execution of this Further Judgement, she or he carefully read each word of this Further Judgment, and all of the provisions and terms of this further judgment were explained fully to her or him by her or his respective counsel. Each Party has initialed each page of this Further Judgment

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further confirmed that each Party has read every word of this Further Judgment before executing this Further Judgment, and agrees to the provisions of this Further Judgment. Each of the Parties has further initiated this Paragraph 2.14, to further expressly acknowledge that she or he has carefully read all provisions in this Further Judgment prior to executing this Further Judgment and is fully aware of the contents, legal effect and consequences of this Further Judgment. KC BB BB

2.15 All findings herein are based on the stipulation of the Parties. The Parties acknowledge that the provisions of Evidence Code §622 provide that recitals are conclusively presumed to be true as between the Parties, and that she or he intends all recitals in this Judgment, and all of his or her representations and warranties contained herein, to be deemed conclusively true.

2.16 It is the intention of the Parties that this Further Judgment be effective on the last date when signed by both of the Parties (hereafter the "Effective Date.") The provisions of this Further Judgment shall be effective as of the Effective Date.

3. SETTLEMENT OF ALL CLAIMS

3.1 The Court finds based on the stipulation of the Parties that they desire to make a final and complete settlement of all rights and obligations between the Parties arising out of their marriage, including with respect to the division of all community and quasi-community assets and liabilities, the confirmation of all separate property assets and liabilities, the amount and duration of spousal support, child support, child custody and visitation, all reimbursement and credit claims, the responsibility for payment of attorneys', accountants' and other experts' fees and costs, and all other matters as set forth in this Further Judgment.

3.2 Petitioner and Respondent each acknowledge for herself or himself, and for the other Party to rely upon in agreeing to this Further Judgment, that she or he was made aware of his or her right to conduct further discovery and she or he has voluntarily chosen not to do so, and she or he has elected to proceed with the settlement embodied in this Further Judgment without resorting to any further discovery, motions, hearings, and/or trials. Each Party accepts the economic terms of this Further Judgment with knowledge of his or her rights in light of the foregoing waiver.

3.3 Petitioner and Respondent each acknowledge for herself or himself, and for the other to rely upon in agreeing to this Further Judgment, and for the Court to rely upon in signing this Further Judgment, that there is sufficient mutual consideration for him or her to enter into this Further Judgment.

3.4 Petitioner and Respondent each acknowledge for herself or himself, and for the other and the Court to rely upon, that she or he did not rely on any statement, warranty or representation of any other Party not contained in this Further Judgment, in Petitioner's Preliminary and Final Declarations of Disclosure and in Respondent's Preliminary and Final Declarations of Disclosure.

3.5 Petitioner and Respondent each acknowledge that she or he approves this Further Judgment based upon her or his own understanding of her or his own financial and other circumstances and the circumstances of the other Party, that she or he is satisfied to rely upon her or his own understanding of their respective circumstances and that the other Party has relied upon such approval in agreeing to this Further Judgment.

4. ASSUMPTION OF LIABILITIES/OBLIGATIONS

4.1 Petitioner and Respondent each represent and warrant to the other that she or he is not aware of any outstanding community or joint obligations other than the obligations described in this Further Judgment. In the event there are community or joint obligations not otherwise provided for in this Further Judgment or not otherwise disclosed in a Party's Final Declaration of Disclosure, the Party who incurred such obligation shall pay said obligation and shall indemnify, render a defense, and hold the other Party free and harmless therefrom.

4.2 Except as set forth in this Further Judgment, each Party warrants that she or he has not incurred, and neither shall incur, any liability or obligation on which the other may be liable. If any claim, action, or proceeding shall be brought seeking to hold the other Party liable on account of such liability, obligation, act, or omission, the obligated Party shall, at her or his sole expense, defend the other Party against any such claim, liability, or obligation (whether or not well founded) and shall hold the other Party free and harmless from it. The Court further finds that the Parties understand that any agreements contained in this Further Judgment for one Party to assume the obligation of the

community or post-separation debts of the other Party may not be binding on creditors and that a creditor may have rights to seek payment against either Party.

5. IDENTIFICATION AND DIVISION OF ASSETS

5.1 The Parties have agreed to divide all of their assets and liabilities, as set forth in Sections 5 and 6 of this Further Judgment.

5.2 The Parties have agreed upon the confirmation and division of property as set forth in this Further Judgment and accept the same as the confirmation and division of their property, to avoid further litigation and expense. The Parties acknowledge and agree that some of the assets set forth herein have not been formally appraised. The fact that certain assets have not been formally appraised by an expert shall not at any time in the future constitute a basis for setting aside this Further Judgment, or for either Party to move to set aside this Further Judgment. The fact that a Party relied upon her or his own opinion of the value, or the other Party's opinion of value, of an asset, and that opinion is wrong, also shall not be a basis for setting aside this Further Judgment. In agreeing upon the division of property set forth herein, the Parties have reached certain compromises regarding the approximate or estimated values for some of the assets. The Parties further agree that if at any time in the future, it is determined that the actual value(s) of any assets are different, even materially different, that fact shall not be a basis for setting aside this Further Judgment or for either Party to move to set aside this Further Judgment. Both Parties understand and acknowledge that an asset awarded and/or confirmed to either of them hereunder may be determined to have a value substantially greater or less than the value now believed or perceived by either Party to be the fair market value of such asset. Each Party expressly waives and releases any claim against the other arising out of any determination hereafter that any asset has a value greater or less than the value now believed or perceived by either Party to be the fair market value of such asset.

5.3 Property Awarded/Confirmed to Petitioner. The following property is awarded and transferred to Petitioner as her sole and separate property, with the right of immediate sole possession free and clear of any claim, right, title, or interest of Respondent, except as is otherwise expressly set forth herein. Except as otherwise set forth in this Further Judgment, Petitioner shall solely assume,

pay, defend, indemnify, and hold Respondent free and harmless from any and all encumbrances, debts, obligations, income, estate, property and capital gain taxes, third party claims, and liabilities in connection with these assets, no matter when incurred, and any reasonable attorneys' fees and costs incurred as a result thereof. Respondent hereby disclaims and waives all right, title, and interest in and to the following assets hereby confirmed and transferred to Petitioner:

(1) All right, title and interest in the following bank and brokerage accounts:

a. [redacted] business checking x-[redacted];

b. [redacted] tax savings x-[redacted];

c. [redacted] personal checking x-[redacted];

d. [redacted] business checking x-[redacted];

e. [redacted] business checking x-[redacted];

f. Petitioner's 88% interest in [redacted] business checking x-[redacted];

g. [redacted] x-[redacted];

h. [redacted] x-[redacted];

i. [redacted] x-[redacted]; and

j. [redacted] x-[redacted].

(2) One-half (50%) of the following bank accounts, which shall be divided forthwith upon execution of this Further Judgment to the extent they have not already been divided:

a. [redacted] business checking x-[redacted]; and

b. [redacted] checking x-[redacted].

(3) One half (50%) of the marital property component of the Blackstock Joint Checking account [redacted] x-2796 (which already has been divided and closed).

(4) All right, title and interest in the following retirement accounts:

a. [redacted] IRA x-[redacted].

(5) All right, title and interest in the real property held in the name of Petitioner, Vintage Valley, LLC and/or The [Redacted] [redacted] Street Land Trust. The real property confirmed

to Petitioner as her sole and separate property (some of the addresses have not been included herein in the interest of privacy) includes:

a. The real property on Cattle Drive in Philipsburg, Montana;

b. The Warren Peak Ranch in Philipsburg, Montana; and

c. The real property on [redacted] in Toluca Lake, California.

d. Commencing February 1, 2022, Respondent shall pay rent to Petitioner in the amount of $2,000 per month for the real property on Cattle Drive and $12,500 per month for the Warren Peak Ranch. These payments shall be due on the first day of each calendar month, and shall terminate once Respondent has completed vacated the real property on Cattle Drive and the Warren Peak Ranch. In the event Respondent fails to timely make a rent payment, Petitioner shall have the right to deduct the funds from the next spousal support payment due to Respondent. Respondent shall also be responsible for the payment of any and all utilities for so long as he is occupying the real property on Cattle Drive and the Warren Peak Ranch, including but not limited to gas, electricity, water, sanitation, phone, cable, and internet. Respondent shall likewise be solely responsible for any and all expenses associated with his cattle business and the cattle he maintains at the Warren Peak Ranch.

e. Respondent and any other third parties (guests, employees, etc.) shall vacate the real property on Cattle Drive and the Warren Peak Ranch on or before June 1, 2022, taking with him all personal belongings, machinery and equipment awarded to him in this Further Judgment, except for the cattle and machinery and equipment necessary for the care and maintenance of the cattle. Respondent shall be permitted to keep his cattle and the machinery and equipment necessary for the care and maintenance of the cattle on the Warren Peak Ranch until June 15, 2022, at which time all remaining machinery, equipment and cattle must be removed. During the period of June 1, 2022 to June 10, 2022, Respondent shall have access to the Warren Peak Ranch only as necessary for and limited to calving and branding of the cattle. Respondent shall provide reasonable advance notice to Petitioner via text message of his intent to be present on the Warren Peak Ranch property. Respondent may also access the Warren Peak Ranch on June 15, 2022 for the limited purpose of removing the

cattle and any remaining machinery and equipment awarded to him in this Further Judgment. After June 1, 2022, Respondent shall not access for any reason the Cattle Drive property.

f. Respondent shall provide to Petitioner or a third party designated by Petitioner with all sets of keys for, and any other items necessary to access and secure, the real property on Cattle Drive and the Warren Peak Ranch on or before June 1, 2022.

g. Respondent shall ensure that the Cattle Drive property is left in a neat, clean and undamaged condition for Petitioner. Respondent shall also ensure the greater Warren Peak Ranch property is left in a reasonably undamaged condition for Petitioner, other than normal wear and tear to be expected as the result of a working cattle business and/or inclement weather. Respondent shall be responsible to promptly pay for any damage he and/or his guests have caused to the Warren Peak Ranch or Cattle Drive property other than normal wear-and-tear. If there is any dispute over any such damage, said dispute shall be submitted to Judge Gordon in binding arbitration. Each Party shall pay 50% of Judge Gordon's fees for the binding arbitration, subject to reallocation. Commencing March 7, 2022, Respondent will only access the fishing cabin when necessary to care for and/or maintain the greater Warren Peak Ranch property.

h. Petitioner shall be solely responsible for any and liabilities in connection with the real properties awarded to her in this Further Judgment, including but not limited to, any mortgages, loans, liens, property taxes and all insurance thereon. Petitioner shall indemnify and hold Respondent harmless from same.

i. Petitioner shall solely assume and pay for any capital gain which results from the sale of any of the real properties awarded to her in this Further Judgment.

(6) All right, title and interest in the following automobiles:

a. 1949 Ford Pickup, [redacted];

b. 1974 Ford Bronco, [redacted];

c. 2020 Ford F250, [redacted]; and

d. 2020 Porsche Cayenne, VIN [redacted].

e. Petitioner is ordered to pay the insurance premiums on said automobiles and is further ordered to take the automobiles subject to all existing loans, leases, liens, storage fees, and encumbrances that may affect such automobiles. Petitioner shall indemnify, defend, and hold Respondent harmless therefrom.

(7) All right, title and interest in the following machinery, equipment, recreational vehicles and other sporting/hunting items:

a. 2016 Can-Am 4-Wheeler 5KGC;

b. 2014 Bush Hog;

c. Petitioner's guns acquired prior to marriage;

d. Petitioner's guns acquired during marriage;

e. Flight simulator;

f. Water heater;

g. 10" Pro Cab Saw;

h. Generator;

i. 30' 2020 McFarlane HD-30 Tiller;

j. 1981 Ford Fire Truck;

k. Goulds Well Pump;

l. Six Bale Processor;

m. Bombardier Sno Cat

n. Gearbox/Centerdrive U-Joint; and

o. One of the two Apache 360 LT Kits.

(8) One-half (50%) of the following machinery, equipment, recreational vehicles and other sporting/hunting items, which shall be sold at an auction forthwith (with each Party paying 50% of any costs associated with the auction) and the proceeds equally divided between the Parties. To the extent that any of the following equipment is located in Tennessee, then same shall be sold at an auction in Tennessee. In the event any of the following items cannot be or are not sold at auction,

the Parties shall meet and confer to determine how to dispose of said items, and the Court shall retain jurisdiction in the event of a dispute:

a. 2014 Kawaski Motorcycle;

b. 2013/2014 Motorcycles (Respondent represents that he does not believe these currently exist);

c. Melroe Spra Coupe 430;

d. Nissan Forklift (Respondent represents that this may be located in Tennessee with his step-mother);

e. 3 Shovel Turning Plow (Respondent represents that this may be located in Tennessee with his step-mother);

f. Drill/Planter;

g. John Deere 14'8" Tandem Disk (Respondent represents that this may be located in Tennessee with his step-mother);

h. Lawn Mower (Florida);

i. Outback Wildlife Feeders (Respondent represents that this may be located in Tennessee with his step-mother);

j. Phoenix Tiller T30-120GE;

k. Post Driver (acquired in 2016);

l. CAT Tree Shear;

m. Texas Pride Dump Trailer; and

n. The Holcomb Scraper.

(9) One-half (50%) of the following machinery, equipment, and recreational vehicles, which shall be sold at an auction after June 15, 2022 as they are necessary for Respondent to operate the cattle business until June 15, 2022 (with each Party paying 50% of any costs associated with the auction) and the proceeds equally divided between the Parties. In the event any of the following items cannot be or are not sold at auction, the Parties shall meet and confer to determine how to dispose of said items, and the Court shall retain jurisdiction in the event of a dispute:

a. 2016 Polaris 4-Wheeler;

b. 2017 Kubota Model M7-171S;

c. 2016 Can-Am 4-Wheeler 5KGB;

d. Schutle Snowblower; and

e. John Deere Tractor.

(10) All right title and interest in the following other property:

a. Baby grand piano;

b. Apple iMac recording computer; and

c. The family pets residing with Petitioner and the minor children.

(11) All right, title and interest in the following business entities, including and any all assets and liabilities thereof, including goodwill:

a. Kelly Clarkson Business;

b. Face Face Production, Inc.;

c. Shpants, Inc.;

d. Petitioner's 88% interest in River & Remy, LLC;

e. MJP 82 Trust, LLC;

f. Vintage Valley, LLC;

g. Vintage Valley Inn, LLC; and

h. Vintage Village, LLC.

(12) All right, title and interest in the following trusts, including any and all assets and liabilities thereof:

a. [Redacted] [redacted] Land Trust;

b. Woodvale Land Trust;

c. Kelly Clarkson 2004 Revocable Trust; and

d. MJP 82 Trust.

(13) All right, title and interest in the following life insurance policies:

a. MetLife Term Life Insurance INO Kelly Brianne Clarkson.

(14) All right, title and interest in Petitioner's intellectual property rights, including but not limited to all copyrights, master rights and publishing rights, trademarks, patents, recording agreements, royalties, residuals, licensing, and any other rights relating to any music, performance, works or any other asset or income resulting from Petitioner's services, efforts and/or creations.

(15) All right, title and interest all refunds, credits and loss carry forwards arising out of Petitioner's separate federal and state income tax returns;

(16) All right, title and interest in the following loans receivable:

a. Deposit – [redacted]; and

b. Deposit – [redacted].

(17) All right, title and interest in all jewelry, watches and handbags in Petitioner's possession, custody or control.

(18) All right, title and interest in Petitioner's clothing, books, memorabilia and any other items of Petitioner's personal property.

(19) All of Petitioner's separate property fine art, and all right, title and interest in the following pieces of marital fine art:

a. Porter Music Box & Custom Discs;

b. Set of White Candle Holders from Africa;

c. Bed Frame purchased in Maine;

d. Miscellaneous pieces of artwork;

e. Kathleen Keifer – Black Hot Now;

f. Nelson De La Nuez – The Good Life;

g. Nelson De La Nuez – Wonder Woman;

h. Robert Lebsack – All We Know;

i. Robert Lebsack – Every Dream I Ever Knew;

j. Gary John – Hurry Batman!;

k. Gary John – Cap;

l. Mireia Serra – Ducks in a Row;

m. Mireia Serra – Light Sale;

n. Mireia Serra – Entwined World;

o. Mireia Serra – Fiction; and

p. Mireia Serra – Smile to Me.

(20) All cash in Petitioner's possession, custody or control, or otherwise maintained by Petitioner for the benefit of Chef Blondie, Ava Brock and/or Dennis Sharp.

(21) All right, title and interest in the following furnishings and other home contents:

a. Montana Ranch furniture (Wayfair);

b. Fishing cabin furnishings;

c. Subject to Paragraph 5.4(18)b below, Montana Ranch personal residence furnishings.

d. Montana Ranch miscellaneous (Santa sleigh, wall tents, greenhouse);

e. [redacted] furnishings;

f. [redacted] furnishings; and

g. Any and all furniture, furnishings, and other personal belongings purchased by Petitioner post-separation. In the event of a dispute, the Parties shall meet and confer. If the Parties are unable to reach an agreement, the issue shall be timely submitted to Judge Gordon for binding arbitration, which shall be completed and a ruling issued by no later than June 30, 2022. Each party shall advance 50% of Judge Gordon's fees for binding arbitration, subject to reallocation.

(22) All right, title, and interest in and to any social security benefits and social security derivative rights to which Petitioner may be entitled to receive by reason of her past, present, or future employment and/or her marriage to Respondent.

(23) All of Petitioner's earnings, compensation, and accumulations regardless of when earned, including any income and earnings from assets awarded to Petitioner herein.

(24) Any and all professional goodwill, business goodwill, celebrity goodwill or any other type of goodwill possessed by Petitioner or any entity in which Petitioner owns any interest.

5.4 Property Awarded/Confirmed to Respondent. The following assets are awarded and/or confirmed to Respondent as his sole and separate property, with the right of immediate sole possession, free and clear of any claim, right, title, or interest of Petitioner. Respondent shall solely assume, pay, defend, indemnify, and hold Petitioner free and harmless from any and all encumbrances, debts, obligations, income, estate, property and capital gain taxes, third party claims, and liabilities in connection with these assets, no matter when incurred, and any reasonable attorneys' fees and costs incurred as a result thereof. Petitioner hereby disclaims and waives all right, title, income, and interest in and to the following assets:

(1) All right, title and interest in the following bank and brokerage accounts:

a. [redacted] x-[redacted];

b. [redacted] x-[redacted];

c. [redacted] x-[redacted];

d. [redacted] x-[redacted]; and

e. [redacted] x-[redacted].

(2) One-half (50%) of the following bank accounts, which shall be divided forthwith upon execution of this Further Judgment to the extent they have not already been divided:

a. [redacted] business checking x-[redacted]; and

b. [redacted] checking x-[redacted].

(3) One half (50%) of the marital property component of the Blackstock Joint Checking account [redacted] x-[redacted] and all right, title and interest in Respondent's separate property component, which account already was divided and closed.

(4) All right, title and interest in the following retirement accounts:

a. [redacted] account x-[redacted].

(5) All right, title and interest in the following automobiles:

a. 2014 Ford F-450, VIN [redacted];

b. 2018 Ford F-350, VIN [redacted];

c. 2011 Freightliner Cascadia Truck, VIN [redacted];

d. 2020 Ford F-350, VIN [redacted];

e. 2021 Dodge Durango, VIN [redacted]; and

f. 2011 Nissan/Datsun.

g. Respondent is ordered to pay the insurance premiums on said automobiles, and is further ordered to take the automobiles subject to all existing loans, leases, liens, storage fees, and encumbrances that may affect such automobiles. Respondent shall indemnify, defend, and hold Petitioner harmless therefrom.

(6) All right, title and interest in the following machinery, equipment, recreational vehicles and other sporting/hunting items:

a. 2016 Argo Outfitter ATV;

b. 2018 Can-Am ATV;

c. 2019 Can-Am 4-Wheeler 6MKA;

d. One of two Apache 360 LT Track Kits;

e. Caterpillar Track Loader;

f. 2019 Dorsey Trailer;

g. 2010 Hyundai Trailer and Ramps;

h. Artic Cat Snowmobiles (3);

i. Golf Simulator;

j. Hydraulic Snowblower;

k. Post Driver acquired in 2020;

l. 2014 JD Round Baler;

m. Vermeer R2300 Twin Rake;

n. 1995 Belly Dump Trailer;

o. Black Widow Arena Implement;

p. Chutes for Roping Arena;

q. Scales (cattle);

r. 10' Portable Chute;

s. 2020 John Deere W235;

t. 2020 Ski-Doo Snowmobiles (2);

u. Snowmobile accessories;

v. Takeuchi Excavator;

w. 2015 Honda NPS50 Motorcycle;

x. 2014 Honda RF5 All Terrain;

y. 2016 Polaris ATV;

z. 2016 Cyclone Camper Trailer;

aa. 2018 Fourstar Trailer;

bb. 2021 Wilson Livestock Trailer;

cc. 2012 Polaris A12 4-Wheeler;

dd. 2012 Polaris RZR 4-Wheeler;

ee. 2012 TLC 16-foot Utility Trailer;

ff. Utility Vehicle for Summit Lane;

gg. Kubota B780045D Tractor;

hh. Billy Goat Barn;

ii. Caterpillar Trencher/Blade;

jj. Low Boy Trailer Modifications;

kk. Redneck Buck Palace Deer Stand;

ll. Respondent's separate property guns;

mm. Respondent's guns acquired during the marriage;

nn. Gunwerks LR100-300RUM Rifle;

oo. 2014 Komatsu Dozer;

pp. 2015 Alum Utility Trailer; and

qq. Wood Mizer Sawmill.

(7) One-half (50%) of the following machinery, equipment, recreational vehicles and other sporting/hunting items, which shall be sold at an auction forthwith (with each Party paying

50% of any costs associated with the auction) and the proceeds equally divided between the Parties. To the extent that any of the following equipment is located in Tennessee, then same shall be sold at an auction in Tennessee. In the event any of the following items cannot be or are not sold at auction, the Parties shall meet and confer to determine how to dispose of said items, and the Court shall retain jurisdiction in the event of a dispute:

a. 2014 Kawaski Motorcycle;

b. 2013/2014 Motorcycles (Respondent represents that he does not believe these currently exist);

c. Melroe Spra Coupe 430;

d. Nissan Forklift (Respondent represents that this may be located in Tennessee with his step-mother);

e. 3 Shovel Turning Plow (Respondent represents that this may be located in Tennessee with his step-mother);

f. Drill/Planter;

g. John Deere 14'8" Tandem Disk (Respondent represents that this may be located in Tennessee with his step-mother);

h. Lawn Mower (Florida);

i. Outback Wildlife Feeders (Respondent represents that this may be located in Tennessee with his step-mother);

j. Phoenix Tiller T30-120GE;

k. Post Driver (acquired in 2016);

l. CAT Tree Shear;

m. Texas Pride Dump Trailer; and

n. The Holcomb Scraper.

(8) One-half (50%) of the following machinery, equipment, and recreational vehicles, which shall be sold at an auction after June 15, 2022 as they are necessary for Respondent to operate the cattle business until June 15, 2022. In the event any of the following items cannot be or

are not sold at auction, the Parties shall meet and confer to determine how to dispose of said items, and the Court shall retain jurisdiction in the event of a dispute:

a. 2016 Polaris 4-Wheeler;

b. 2017 Kubota Model M7-171S;

c. 2016 Can-Am 4-Wheeler 5KGB;

d. Schutle Snowblower; and

e. John Deere Tractor.

(9) All right title and interest in the following other property:

a. Livestock (branded Vintage Valley Ranch), including all liabilities associated therewith, including but not limited to the Northwest Farm cattle loan;

b. The right to DBA as Vintage Valley Ranch with respect to Respondent's cattle business;

c. Stock dogs; and

d. The horses in Respondent's possession, custody and control.

(10) All right, title and interest in the following business entities, including and any all assets and liabilities thereof, including goodwill:

a. Flying High, LLC;

b. K&B Management, LLC; and

c. Willow Bend, LLC investment.

(11) All right, title and interest in the following trusts, including any and all assets and liabilities thereof:

a. Narvel Brandon Blackstock 2014 Irrevocable Life Insurance Trust.

(12) All right, title and interest in the following life insurance policies:

a. MetLife Term Life Insurance – Narvel Brandon Blackstock.

(13) All right, title and interest all refunds, credits and loss carry forwards arising out of Respondent's separate federal and state income tax returns..

(14) All right, title and interest in the following loans receivable:

a. Lisa Gilbert loan; and

b. Matt Johnson loan.

(15) All right, title and interest in all jewelry and watches in Respondent's possession, custody or control, and all right, title and interest in the following jewelry and watches:

a. Diamond and sapphire cuff links from Neil Lane;

b. Patek Philippe 5960 platinum men's watch; and

c. Ap Andemars Piguet gents rose gold pocket watch (serial number D-22044.13).

(16) All right, title and interest in Respondent's clothing, books, memorabilia and any other items of Respondent's personal property.

(17) All cash in Petitioner's possession, custody or control.

(18) All right, title and interest in the following furnishings and other home contents:

a. Furniture (Florida).

b. Any and all furniture, furnishings, and other personal belongings purchased by Respondent post-separation. In the event of a dispute, the Parties shall meet and confer. If the Parties are unable to reach an agreement, the issue shall be timely submitted to Judge Gordon for binding arbitration, which shall be completed and a ruling issued by no later than June 30, 2022. Each party shall advance 50% of Judge Gordon's fees for binding arbitration, subject to reallocation.

(19) All right, title, and interest in and to any social security benefits and social security derivative rights to which Respondent may be entitled to receive by reason of his past, present, or future employment and/or his marriage to Petitioner.

(20) All of Respondent's earnings, compensation, and accumulations regardless of when earned, including any income and earnings from assets awarded to Respondent herein.

(21) Any and all professional goodwill, business goodwill, or any other type of goodwill possessed by Respondent or any entity in which Respondent owns any interest.

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6. DIVISION AND CONFIRMATION OF DEBTS AND OBLIGATIONS

6.1 Debts Confirmed to Petitioner. The following debts, whether community or separate, are confirmed to Petitioner as Petitioner's separate debts. Petitioner is ordered to assume all responsibility for payment of said debts. The Court orders that Petitioner shall defend and hold Respondent harmless from any claims, liabilities or obligations relating to the debts confirmed to Petitioner as her separate property. If any claim, action or proceeding shall be brought to hold Respondent liable on account of any such debts, Petitioner shall, at her sole expense, defend Respondent against any such claim, liability or obligation. This indemnification shall include any costs, including attorney's fees reasonably incurred by Respondent in defending any claim made against him:

(1) Any and all debts, obligations, and/or liabilities arising out of or relating to the property and assets confirmed and/or awarded to Petitioner in this Further Judgment.

(2) All liability for charges on credit cards incurred by Petitioner.

6.2 Debts Confirmed to Respondent. The following debts, whether community or separate, are confirmed to Respondent as Respondent's separate debts. Respondent shall assume all responsibility for payment of said debts. Respondent shall defend and hold Petitioner harmless from any claims, liabilities or obligations relating to the debts confirmed to Respondent as his separate property. If any claim, action or proceeding shall be brought to hold Petitioner liable on account of any such debts, Respondent shall, at his sole expense, defend Petitioner against any such claim, liability or obligation. This indemnification shall include any costs, including attorney's fees reasonably incurred by Petitioner in defending any claim made against her:

(1) Any and all debts, obligations, and/or liabilities arising out of or relating to the property and assets confirmed and/or awarded to Respondent in this Further Judgment.

(2) All liability for charges on credit cards incurred by Respondent.

6.3 Each Party is solely responsible for the payment of all of his or her own expenses, including business expenses, as of February 1, 2022.

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7. AFTER DISCOVERED PROPERTY

7.1 In addition to the remedies available to the Parties for breach of fiduciary duty, the following provisions and remedies, when applicable, shall apply to un-adjudicated community estate assets and community estate liabilities.

7.2 The Court retains jurisdiction to dispose of any un-adjudicated marital estate assets and marital estate liabilities not otherwise disposed of by this Further Judgment and to implement the allocation, division and distribution of the marital estate assets and marital estate liabilities set forth in this Further Judgment in the event disputes arise regarding the allocation, division and implementation of such property. In the event that a dispute arises, either Party may make application to the Court for resolution pursuant to this paragraph by setting a Request for Order on proper notice. No waiver or release approved by or made an Order of the Court, shall prevent a Party from asserting a claim to her or his interest in any un-adjudicated community estate asset or liability.

7.3 Pursuant to the provisions of California *Family Code* Section 2556, *In re Marriage of Henn* (1980) 25 Cal.3d 323, or any other presently existing law or case, each Party shall have the right to claim her or his interest in any un-adjudicated marital estate assets or liabilities which have been omitted from this Further Judgment or which is otherwise un-adjudicated pursuant to this Further Judgment.

8. NON-TAXABLE EQUALIZATION PAYMENT

8.1 In order to equitably adjust the division of property and in order to effect a compromise and complete settlement of the division of property and debts as set forth herein, in resolution of all claims for reimbursements and credits, Petitioner shall pay to Respondent the non-taxable sum of $1,326,161, which payment shall be made within five (5) business days after the execution of the Further Judgment by the Parties and their counsel or the entry of the Further Judgment, whichever shall first occur.

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8.2 The Parties intend and agree that this equalization payment is a tax-free payment to Respondent under Internal Revenue Code Section 1041 as a transfer incident to divorce and shall not be tax deductible by either Party or taxable to either Party.

8.3 Petitioner shall also make a one-time reimbursement payment to Respondent in the amount of $50,000 for the Minor Children's private air travel, which payment shall be made within five (5) business days after the execution of the Further Judgment by the Parties and their counsel or the entry of the Further Judgment, whichever shall first occur.

9. WAIVER OF CLAIMS FOR REIMBURSEMENT AND CREDIT CLAIMS

9.1 Petitioner and Respondent each waive any and all rights to reimbursements, offsets, and/or credits against the other with respect to the following:

(1) Rights under Family Code Sections 915, 916 and 920;

(2) Pursuant to Epstein (credits) *In re Marriage of Epstein* (1979) 24 Cal.3d 76, and its progeny], all rights to reimbursement for which a Party or the community may be entitled as a result of the payment of community obligations since separation;

(3) Pursuant to Watts (charges) [*In re Marriage of Watts* (1985) 171 Cal.App.3d 366, and its progeny], all rights to reimbursement for which a Party or the community may be entitled as a result of one Party's use of community or co-owned assets since separation;

(4) Pursuant to Jeffries (credit and reimbursements) [*In re Marriage of Jeffries* (1991) 228 Cal.App.3d 548], for the allocation or offset of Epstein credits and Watts reimbursements;

(5) Pursuant to Frick (credits) [*In re Marriage of Frick* (1986) 181 Cal.App.3d 997], all rights of reimbursement to which a Party or the community may be entitled due to one Party's use of community assets for the improvement of separate property during the marriage.

(6) Pursuant to Wolfe [*In re Marriage of Wolfe* (2001) 91 Cal.App.4th 962], all rights of reimbursement to the community where community funds are consensually used to improve one spouse's separate property;

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(7) Pursuant to Allen [*In re Marriage of Allen* (2001) 96 Cal.App.4th 97], all rights of reimbursement to the community where community funds used for the improvement of one spouse's separate property residence;

(8) Pereira/Van Camp/Beam equitable apportionment rights [*Pereira v. Pereira* (1909) 156 Cal. 1; *Van Camp v. Van Camp* (1921) 53 Cal.App.17; and *Beam v. Bank of America* (1971) 6 Cal.3d 12] and all rights to which the community may be entitled as a result of efforts contributed by either spouse during marriage toward a spouse's interest in any separate property business;

(9) Any claim that a portion of the increase in value of any business or professional interest is separate property pursuant to *In re Marriage of Imperato* (1975) 45 Cal.App.432, and I*n re Marriage of Barnert* (1978) 85 Cal.App.3d 413;

(10) All rights to reimbursement under Family Code Section 2640, or otherwise, for separate property contributed to the acquisition or maintenance of community or co-owned property or to separate property;

(11) All rights to reimbursement under Family Code Section 2641, either of the Parties to the education or training of a Party;

(12) Moore/Marsden/Bono/Sherman equitable apportionment rights [*In re Marriage of Moore* (1980) 28 Cal.3d 366; *In re Marriage of Marsden* (1982) 130 Cal.App.3d 425; Bono v. Clark (2002) 103 Cal.App.4th 1409; and *In re Marriage of Sherman* (2005) 133 Cal.App.4th 795] and all rights to which the community may be entitled as a result of community property contributed to the acquisition or improvement of a Party's separate property;

(13) Claims against either Party for reimbursement to the community property estate for the improvement or investment of community property assets;

(14) Claims for fair rental value of exclusive use and possession of community property post separation;

(15) Claims against either Party to account for community property received, possessed, or expended by either Party after separation;

(16) Voluntary payment of expenses incurred for and on behalf of the other Party post-separation;

(17) Claims pursuant to *In re Marriage of Feldner* (1995) 40 Cal.App.4th 617, and other authority, for compensation to either Party by the community property estate for services rendered by such Party for the benefit of the community for which such Party has not been paid previously;

(18) Claims by either Party against the other for breach of fiduciary duty, misappropriation, post-separation accounting, and accounting as to community and/or separate property received, possessed, or expended by the other Party;

(19) Claims by either Party for retroactive spousal support;

(20) Claims by either Party for any violations of the Standard Restraining Orders; and

(21) Claims for any equalization payment from Respondent to Petitioner except as set forth in Section 7 above, and all claims for any equalization payment from Petitioner to Respondent.

9.2 Except as otherwise provided for herein, the waivers set forth in this Section 8 supersede all existing Court orders, stipulations, and agreements between the Parties wherein Petitioner and/or Respondent reserved the right to repayment or reimbursement for payments made to or for the benefit of the other Party and/or the community estate. The Parties agree and based thereon the Court finds that the Parties each have warranted and represented that said waivers are made as part of and in consideration for the division of assets and liabilities as provided for in this Further Judgment.

10. SPOUSAL SUPPORT

10.1 Commencing February 1, 2022, Petitioner shall pay spousal support to Respondent of $115,000 per month, payable on the first day of each month. Petitioner shall pay spousal support to Respondent until the first to occur of the following events: Respondent's remarriage, the death of either Party, further order of Court, or January 31, 2024, at which point spousal support shall

automatically and irrevocably terminate. The Parties agree that there is no current arrearage due regarding spousal support.

10.2 The amount of spousal support shall be modifiable downwards only based on a change of circumstances, which would include but is not limited to the results of the pending civil proceedings amongst Starstruck Entertainment, Petitioner and Respondent.

10.3 Petitioner shall receive a credit for the overpayment of spousal support paid via wire transfer on February 1, 2022, based upon the agreed upon monthly amount of $115,000.

10.4 Petitioner and Respondent specifically agree to remove from the Court, and the courts of any and all other jurisdictions, all authority, discretion, or jurisdiction to modify this Judgment as to the termination of jurisdiction of spousal support on January 31, 2024. No Court shall retain jurisdiction to extend spousal support after January 31, 2024, no matter what the financial circumstances of the Parties may be. No Court shall have the ability to retain jurisdiction over spousal support after January 31, 2024, regardless of when a Party may bring a Motion to do so and irrespective of any change in economic or other circumstances of the Parties. Petitioner and Respondent understand and comprehend that when a Court has no jurisdiction over spousal support, no spousal support can be ordered regardless of the hardship that this might cause.

10.5 Petitioner and Respondent have carefully bargained for the language set forth herein concerning all issues relating to spousal support, including the reservation of jurisdiction over spousal support after January 31, 2024. The termination of jurisdiction over spousal support as of January 31, 2024 is absolute, and this Judgment cuts off forever the right of Respondent to receive spousal support from Petitioner after January 31, 2024. The Parties stipulate that the provisions herein are intended to comply with the requirements of *In re Marriage of Vomacka* (1984) 36 Cal.3d. 459, *In re Marriage of Brown* (1995) 35 Cal.App.4th. 785, and *In re Marriage of Iberti* (1997) 55 Cal. App.4th 1434, to make clear that no Court shall have the authority to award spousal support at any time after January 31, 2024.

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11. CHILD SUPPORT

11.1 Commencing February 1, 2022, Petitioner shall pay child support to Respondent for the benefit of the Minor Children in the amount of $45,601 per month. Child support shall be due and payable on the first day of each month. Child support shall be allocated as follows: support for River in the amount of $16,872 per month, and support for Remy in the amount of $28,729 per month. Child support shall continue per statute until the Minor Children reach the age of eighteen (18), or, if still attending high school full-time, until the Minor Children graduate from high school or reach the age of 19, die, marry, become self-supporting, emancipated, or further order of Court, whichever event shall first occur. Upon such time when child support terminates for River, Petitioner shall continue to pay child support for Remy of $29,295 per month, until termination per statute or further order of Court. The Parties agree that there is no current arrearage due regarding child support.

11.2 The Parties acknowledge and agree that this child support order was the result of negotiation and compromise, and is not a guideline child support order. The Parties further agree that child support shall only be modifiable upon a material change of the circumstances. The fact that this stipulated child support order is not based upon the child support guidelines (whether same is higher or lower) shall not be a basis for either Party to petition the Court for a modification of child support.

(1) Petitioner represents that she will be co-hosting the American Song Contest ("ASC") and that there has yet to be a formal contract and/or Deal Memo executed which would reflect Petitioner's compensation from ASC. Petitioner shall forthwith provide to counsel for Respondent any and all executed contracts and/or Deal Memos, which may be redacted as necessary to protect third parties or other privileged or confidential information, reflecting her compensation from ASC upon Petitioner's execution of same. Notwithstanding, Respondent is basing his agreement on Petitioner's representations as set forth in her Income and Expense Declaration dated February 17, 2022.

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11.3 As and for additional child support, Petitioner and Respondent shall share and pay for the Minor Children's private school tuition and related expenses, including uniforms, fees, field trips, agreed upon tutors and any other educational expenses as the Parties may agree upon in writing (which agreement shall not be unreasonably withheld), with Petitioner paying 70% and Respondent paying 30%. Petitioner and Respondent shall be responsible for making her/his respective share of payments due directly to the school.

11.4 As and for additional child support, Petitioner and Respondent shall each maintain and pay for the Minor Children's health insurance currently in place. Each Party shall pay one-half (50%) of any and all medical, dental, orthodontic, optometric, agreed upon therapy, vision care costs, and/or prescriptive drug treatment expenses reasonably incurred on behalf of either Minor Child, and not covered or paid for by insurance, pursuant to *Family Code* §4063. Permission for such services shall not be unreasonably withheld.

(1) To the extent either Party pays such an expense on behalf of the Minor Children, she/he shall submit proof of payment to the other Party, and that Party shall reimburse the other Party 50% of the amount paid within 30 days of receipt of proof of payment. To the extent either Party receives reimbursement for an expense paid by the other Party, the receiving Party shall promptly provide the other Party with her/his share of the reimbursement, along with the supporting documentation.

11.5 As and for additional child support, Petitioner and Respondent shall each pay one-half of the Minor Children's extracurricular activities and camp to which the Parties have agreed upon in writing (text message or email shall suffice). Agreement shall not be unreasonably withheld.

11.6 The provisions of this section shall be modifiable or terminable as part of the child support order.

11.7 Pursuant to *Family Code* §4065, the Parties affirm that (a) each of them has been fully informed of his order her rights concerning child support; (b) the provisions hereof relating to child support are being agreed to without coercion, threat, or duress; (c) the agreement is in the best

interest of the Minor Children; (d) the needs of the Minor Children will be adequately met under the agreement set forth herein; and (e) the Parties also agree and represent that the right to support has not been assigned to the County pursuant to §11477 of the *Welfare and Institutions Code*, and no application for public assistance by either Party is pending.

11.8 Petitioner and Respondent acknowledge and stipulate that good cause exists to stay service of a wage garnishment against Petitioner, pursuant to *Family Code* Section 5260; however, said stay shall be subject to termination upon mutual agreement of the Parties or further order of Court.

11.9 Statement Pursuant to *Family Code* §5616: The following statement is included in this Further Judgment solely as mandated by *Family Code* §5616(a), and not because there exists any arrearage in the payment of child support or any expectation that there will be any arrearage in the payment of child support under this Further Judgment. The Parties specifically acknowledge that no child support arrears exist as of the date of execution of this Further Judgment by the Parties. Pursuant to *Family Code* Sec. 5616(a): "This Judgment includes a separate money judgment owed by the child support obligor to pay a fee not to exceed 33-1/3% of the total amount in arrears, and not to exceed 50% of the fee as charged by a private child support collector pursuant to a contract complying with the requirements of Chapter 9 of Part 5 of Division 9 of the *Family Code* and any other child support collections costs expressly permitted by the child support order for the collection efforts undertaken by the private child support collector. The money judgment shall be in favor of the private child support collector and the child support obligee, jointly, but shall not constitute a private child support collector lien on real property unless an abstract of judgment is recorded pursuant to Subdivision (d) of *Family Code* §5616. Except as provided in Subdivision (c) of *Family Code* §5616, the money judgment may be enforced by the private child support collector by any means available to the obligee for the enforcement of the child support order without any additional action or order by the Court. Nothing in Chapter 9 of Part 5 of Division 9 of the *Family Code* shall be construed to grant the private child support collector any enforcement remedies beyond those authorized by federal or state law. Any fee collected from the obligor pursuant to a contract

complying with the requirements of Chapter 9 of Part 5 of Division 9 of the *Family Code* shall not constitute child support."

12. CHILD CUSTODY

12.1 The Parties shall share joint legal custody of the Minor Children.

12.2 The Parties shall confer in good faith on matters having to do with the education, religion, medical treatment, and other aspects of the health and welfare of the Minor Children, and the Court shall reserve jurisdiction in the event of a dispute.

12.3 In the event either of the Minor Children have an illness and/or injuries, the Party with whom the Minor Child is at the time shall be responsible for seeking treatment by their regular medical care provider. The Party with custody of the Minor Child shall notify the other Party as soon as reasonably possible for any illness, injury and medical treatment involving the Minor Child.

12.4 The Parties shall share joint physical custody of the Minor Children. Petitioner shall have primary physical custody of the Minor Children in Los Angeles.

12.5 Petitioner does not presently know where Respondent intends to reside once he vacates the Cattle Drive property as of June 1, 2022. Accordingly, the custodial timeshare schedule is subject to change depending on where Respondent may reside in the future. If Respondent moves somewhere farther from Los Angeles than Phillipsburg, Montana, the Parties shall renegotiate the visitation schedule, to take into account the additional travel time of and potential disruption to the Minor Children flying from Los Angeles to a more distant location than Montana, and the Parties shall negotiate in good faith to modify the visitation schedule accordingly to ameliorate the travel demands on the Minor Children. If the Parties cannot agree on a new visitation schedule under this circumstance, the Parties agree to submit that custody issue to Judge Scott Gordon as privately compensated temporary judgment for decision and his decision shall be binding and final, providing that this occurs prior to the termination of Judge Gordon's appointment on June 30, 2022. The Parties shall meet and confer to discuss whether they wish to agree to extend Judge Gordon's appointment past June 30, 2022.

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12.6 Respondent shall have custodial time with the Minor Children as follows, with the Minor Children being in the custody of Petitioner at all other times:

(1) Respondent shall have the option of exercising custodial time in Los Angeles during the first and fifth weekends of each month, from Friday after school (or 4:00 pm if no school) until return to school on Monday morning (or 8:00 am if no school), with Respondent transporting the Minor Children to school on Monday morning. In the event Respondent intends to exercise his custodial time in Los Angeles during any of these given weekends, he shall provide as much advance notice to Petitioner as is reasonably practicable, but not less than two (2) weeks in advance. Notice shall be in writing, and email or text message shall suffice. In the event Respondent's custodial time as specified below overlaps with the Los Angeles weekend time (first or fifth weekend), the specific custodial time below shall control.

(2) February 2022: Respondent shall have the Minor Children for Presidents' Day break, from after the conclusion of school on Thursday to 6:00 pm on Monday. For this visitation, Petitioner agrees the Minor Children may fly first class commercial, even though will not yet have been vaccinated.

(3) Spring Break: Respondent's custodial time with the minor children in March and April shall be scheduled during the Minor Children's Spring Break every year. The Parties shall equally share Spring Break such that each shall have the Minor Children for one week. If Spring Break does not occur in either March or April, the Parties shall meet and confer and mutually agree upon Respondent's custodial time. When Respondent has the second half of Spring Break, he shall return the Minor Children to Petitioner at least 24 hours before they return to school.

(4) April 2022: Respondent shall have the Minor Children in Montana from April 14 to April 17, when school is not in session.

(5) May 2022: Respondent shall have the Minor Children in Montana from the conclusion of school on Thursday, May 26 until 6:00 pm on Monday, May 30.

(6) Summer Break: Summer Break is defined as the first Saturday after school at River's school ends until the Saturday before school resumes at River's school. The Parties shall

have parenting time with the Minor Children based on an alternating three-week custodial schedule, with Respondent having the first three-week period, and Petitioner having the second three-week period. When Respondent has the final vacation period of Summer Break, he shall return the Minor Children to Petitioner at least 24 hours before they return to school.

(7) September 2022: Respondent shall have the Minor Children from the conclusion of school on Friday, September 2, until 6:00 pm on Monday, September 5.

(8) October 2022: Respondent shall have the Minor Children from Wednesday, October 5 until 6:00 pm on Sunday, October 9 (when school is not in session due to the Jewish holidays). In future years, if there is no school holiday which would permit the children to travel for a long weekend in October, the Parties shall meet and confer to discuss custodial time for Respondent in October.

(9) Thanksgiving Break: Respondent shall have the Minor Children from the conclusion of school on the Friday before Thanksgiving until 6:00 pm on the Saturday after Thanksgiving.

(10) Christmas / Winter Break: For Christmas 2022 and in all even numbered years thereafter, Respondent shall have the first half of the Christmas / Winter Break from the conclusion of school until December 25, when he shall fly with the Minor Children to Petitioner's location, and Petitioner shall have the second half of the break. For Christmas 2023 and in all odd numbered years thereafter, Petitioner shall have the first half of the Christmas / Winter Break from the conclusion of school until December 25, when she shall fly with the Minor Children to Respondent's location, and Respondent shall have the second half of the break. When Respondent has the second half of the Christmas / Winter Break, he shall return the Minor Children to Petitioner at least 24 hours before they return to school.

12.7 Except with respect to the visitation schedule for holidays and school vacation breaks set forth herein, the Parties shall meet and confer in good faith regarding a visitation schedule for 2023 and thereafter once it is known where Respondent will be residing, and once the Minor Children's future school vacation/holiday schedules are available.

12.8 In the event Respondent is unable to return the Minor Children to Petitioner by 6:00 pm as set forth hereinabove due to circumstances beyond his control (i.e., travel delays), he shall notify Petitioner in writing as soon as is practicable. If there is a lack of availability of flights which would accommodate a 6:00 pm return of the Minor Children, the Parties shall meet and confer to discuss feasible alternatives.

12.9 Respondent or his mother shall accompany the Minor Children when they are travelling back and forth for custodial time with him, whether flying private or commercial. The Parties will meet and confer to discuss whether to designate any alternative individuals to accompany the Minor Children when traveling for custodial time with Respondent in the event Respondent is not available.

12.10 Both Parties may travel out of state with the Minor Children during Christmas/Winter Break, Summer Break, Spring Break and Thanksgiving Break periods; each shall provide the other with detailed itineraries if travelling with the Minor Children away from their residences.

12.11 The Minor Children shall be vaccinated against Covid-19 in due course, based upon the recommendations of the Minor Children's pediatrician. Until the Minor Children are vaccinated, they may only travel for visitation with Respondent via private aircraft. Once vaccinated, the Minor Children may travel for visitation with Respondent by first class commercial or private airplane. If flying private, the Minor Children shall fly on planes certified as ARGUS Gold or Platinum or Wyvern Wingman. Respondent shall pay for the cost of the Minor Children travel associated with his custodial time, except that in the event they fly private, Petitioner will pay for the difference in cost between flying on certified private aircraft and flying on certified ARGUS Gold or Platinum or Wyvern Wingman aircraft.

12.12 The non-custodial Party shall have a FaceTime call each day with the Minor Children at a mutually agreed upon time. If there is no agreement as to the time, the calls shall occur at 5:00 pm each day when possible.

12.13 Each Party shall be listed as an emergency contact on all school documents for the Minor Children.

12.14 Neither Party shall make, nor knowingly allow anyone else to make, any negative, disparaging or derogatory comments about the other Party within earshot of the Minor Children. This shall include, but not be limited to, family members, friends or any other third parties in the presence of or within earshot of the Minor Children.

12.15 The Parties shall use their best judgment to ensure the Minor Children are not exposed to age-inappropriate media, including on the internet, social media, movies and television.

12.16 The Court reserves jurisdiction to make any additional child custody and visitation orders necessary to carry out and give effect to the child custody and visitation terms and provisions contained in this Further Judgment or to enforce performance thereof. The Court reserves jurisdiction over the child custody and visitation terms and provisions contained in this Further Judgment or to enforce performance thereof. The Court reserves jurisdiction over the child custody and visitation terms and provisions of this Further Judgment until all the child custody and visitation provisions of the Further Judgment have been carried out, complied with and satisfied in full.

12.17 The child custody and visitation provisions of this Further Judgment shall be in effect as of the execution date hereunder. All the child custody and visitation terms and provisions of this Further Judgment shall become operative, effective, and enforceable, forthwith, regardless of when or whether this Judgment is entered with the Court.

12.18 Requirements Pursuant to *Family Code* §3048: Pursuant to Section 3048(a) of the California *Family Code*, **THE PARTIES STIPULATE** as follows:

(1) The Court has jurisdiction because California is the Minor Children's domicile.

(2) Petitioner filed the Petition for Dissolution on June 4, 2020 accompanied by a Declaration under the Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA). Respondent filed his Response and Request for Dissolution of Marriage on July 15, 2020 accompanied by a Declaration under the Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA).

(3) Child custody/visitation rights for the Parties are set forth herein.

(4) Both Parties have been informed that a Party violating any custody or visitation Orders set forth in this Judgment may be subject to civil or criminal penalties, or both.

(5) The United States of America has been the country of habitual residence of the Minor Children and California has been the home state of the Minor Child within the meaning of the Uniform Child Custody Jurisdiction and Enforcement Act.

13. RECIPROCAL WAIVER AND MUTUAL RELEASE OF RIGHT TO INHERIT FROM THE ESTATE OF THE OTHER PARTY

13.1 Except as may be otherwise set forth herein, each Party has effectively and knowingly waived, released, and relinquished any and all rights under and pursuant to Probate Code Section 141(a)(1) through (10), including:

(1) Property that would pass from the decedent by intestate succession;

(2) Property that would pass from the decedent by testamentary disposition in a will executed before the waiver;

(3) A probate homestead;

(4) The right to have exempt property set aside;

(5) Family allowance;

(6) The right to have an estate set aside under Chapter 6 (commencing with Section 6600) of Part 3 of Division 6 of the Probate Code;

(7) The right to elect to take community or quasi-community property against the decedent's will;

(8) The right to take the statutory share of an omitted spouse;

(9) The right to be appointed as the personal representative of the decedent's estate; and

(10) An interest in property that is the subject of a non-probate transfer on death under Part 1 (commencing with Section 5000) of Division 5 of the Probate Code.

13.2 This Paragraph 13 is intended to comply with the provisions of Sections 142, 143, and 144 of the Probate Code of the State of California.

13.3 The Parties agree that they each have waived and relinquished any and all rights to property that would pass to such Party upon the death of the other Party under a joint tenancy, a Totten trust account, or a pay on death account created before the date of this Further Judgment.

13.4 The Parties agree that each Party has released, waived, and relinquished any and all right to any of the following which she or he may have upon the death of the other Party under the laws of the state or county in which either Party dies, owns property, or is a resident or citizen (if other than the State of California):

(1) A share of the decedent's separate property, quasi-community property, and marital property as determined under the laws of such jurisdiction; and

(2) Right to a family allowance, probate homestead, dower, or its statutory equivalent, or any other statutory share of a surviving spouse provided under the laws of such jurisdiction.

14. CREDITOR CLAIMS

14.1 Petitioner and Respondent each acknowledges that she and he respectively has been advised by her or his counsel as follows: Although an obligation based upon a contract is assigned to one Party as part of the division of the property, in the event that the Party to whom the obligation was assigned defaults on the contract, the creditor may have a cause of action against the other Party as well.

14.2 Petitioner and Respondent accordingly recognize that this Further Judgment is not binding upon third parties. In the event any third party seeks to hold one Party liable for the debts or obligations that the other Party has assumed under this Further Judgment, then the defaulting/indebted Party herein shall defend and/or compromise and settle any lawsuits, claims, demands or actions brought at his or her sole expense, and further, pay, indemnify, render a defense, and hold the non-defaulting/indebted Party harmless from any and all such claims, demands, debts, obligations, liabilities, costs, expenses, causes of action and judgments of every kind, nature and description that the non-defaulting/indebted Party may be caused to incur to defend himself or herself, including

payments for all reasonable attorneys', accountants' and other experts' fees, costs and expenses incurred by the non-defaulting/indebted Party.

15. WAIVER OF FURTHER DISCOVERY AND TRIAL

15.1 The opportunity to conduct full and complete discovery was available to both Parties at all times, and neither Party desires to exercise any further discovery rights, including, but not limited to, rights regarding depositions, rights to subpoena records, rights to conduct business and/or property valuations, rights to conduct tax estimates and valuations, rights to actuaries, right to judicial determination of the characterization, valuation, and division of assets, rights to the award of spousal support and all other issues. Each Party has waived all the foregoing rights, and each has specifically requested that no further rights of discovery be exercised on his or her behalf. Both Parties knowingly, intelligently, and willingly waive the right to conduct any and all further discovery. Counsel for Petitioner has advised their client that said counsel is not responsible with respect to the nature, extent, condition, or value of any of the assets or obligations, either community or separate, confirmed or awarded by way of this Further Judgment. Counsel for Respondent has advised their client that said counsel is not responsible with respect to the nature, extent, condition, or value of any of the assets or obligations, either community or separate, confirmed or awarded by way of this Further Judgment. Both Parties understand their waiver of all rights to engage in further discovery proceedings and to conduct business and/or property valuations.

15.2 Neither Party has relied on the representations of opposing counsel in any manner or form with respect to the nature, extent, or value of the community and separate assets or obligations. To the extent either Party has relied upon (or not relied upon) the representations of his or her own respective counsel in any manner or form with respect to the nature, extent, or value of the community and separate assets or obligations of the other Party, this shall not be a basis for either Party to set aside this Further Judgment.

15.3 In negotiating and entering into this Further Judgment, each Party acknowledges that she or he has been advised by his or her respective counsel of record that she or he has had the opportunity and right to determine, both on a voluntary basis and through formal discovery procedures,

all of the financial circumstances of the other Party, the value of the property awarded or confirmed to the other Party and the income which each Party is likely to derive from the property acquired by each hereunder, and each Party knowingly waives these rights in entering into this Further Judgement.

15.4 The Parties acknowledge that by entering into a negotiated settlement of all financial issues between them, each has knowingly waived his or her right to a full evidentiary hearing or trial on the merits and based on said stipulation the Court so finds. Each Party acknowledges that the economic benefits conferred on each by this Further Judgment may be better or worse than the economic benefits that would be conferred after a full evidentiary hearing or trial. Both Parties represent that they have considered the risk of litigation and the costs thereof, and have decided that it is preferable to settle all issues on the terms set forth herein rather than to be subjected to the uncertainties associated with the litigation process and trial.

15.5 The Parties further waive their right to an appeal, their right to request a Statement of Decision, their right to move for a new trial and their right to file a motion pursuant to California Code of Civil Procedure Section 473 with respect to all matters set forth in this Further Judgment.

16. TAX MATTERS

16.1 As used in this Paragraph 16, the words "tax" and "taxes," shall mean and include all federal and state governmental taxes, and all interest, deficiencies, assessments and penalties, if any, and costs of defense, if any.

16.2 The Parties have heretofore filed separate federal and state income tax returns for all of the years of the marriage through tax year 2020. For 2021 and thereafter, each Party shall continue to file separate income tax returns. Each Party shall assume all liabilities arising from their separate income tax returns and shall pay all due on any separately filed income tax returns and each shall indemnify, render a defense and hold the other harmless from any and all liability for any such taxes. Any estimated tax payments made by Petitioner for 2021 are confirmed to her as her sole and separate property, and any estimated tax payments made by Respondent are confirmed to him as his sole and separate property. Each Party shall report all income earned by him or her and resulting from the property awarded and/or confirmed to him or her in this Further Judgment on his or her separate

income tax returns, and each Party shall be entitled to take all deductions related to the property confirmed and/or awarded to her/him in this Further Judgment.

16.3 Each Party shall be responsible for and shall pay any capital gains taxes incurred arising out of the Parties' sale of any assets awarded herein to that Party.

16.4 Petitioner and Respondent acknowledge and agree that the tax basis of each asset allocated to each Party under the terms of this Further Judgment has not and will not change by reason of any of the provisions hereof. Petitioner and Respondent are enjoined and restrained from seeking and/or claiming any stepped-up or increased tax basis on any asset transferred to such Party by reason of this Further Judgment. If either Party seeks any stepped-up or increased tax basis for any asset transferred pursuant to the provisions of this Further Judgment and, as a result thereof, the other Party is assessed or sought to be assessed any tax liability, the Party seeking the stepped-up or increased tax basis is ordered to indemnify and hold the other Party free and harmless from and against any such tax liability, including interest and penalties, and all reasonable and necessary costs of defending against any such tax assessment, including reasonable and necessary attorneys' fees and costs.

16.5 Petitioner and Respondent acknowledge that the transfers of property and payments of money made pursuant to this Further Judgment are transfers incident to divorce and were made in settlement of the Party's marital property rights and as such are governed by the provisions of Section 1041 of the Internal Revenue Code and corresponding provisions of the California Revenue and Taxation Code and therefore shall not be deductible by either Party or taxable to either Party.

16.6 Each Party has been advised by his or her counsel of record in this action that they are not tax experts, that there are certain tax consequences that may follow from this Further Judgment, and that each Party has been advised to seek independent tax counsel to advise his or her of the tax consequences, and that the Parties' counsel of record in this action cannot make representations or render advice with respect to the tax consequences to either Party arising from the terms of this Further Judgment.

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17. EXECUTION OF FURTHER DOCUMENTS

17.1 Each Party shall promptly execute all documents and instruments necessary or convenient to vest titles and estates as provided in this Further Judgment to effectuate the purpose and intent of this Further Judgment. Notwithstanding the failure or refusal of either Party to execute any such instrument, this Further Judgment shall constitute a complete transfer and conveyance of the properties designated as being transferred and conveyed by each Party.

17.2 Should either Party fail or refuse to execute the necessary and/or convenient documents, instruments and/or writings within five (5) days of written demand from the other Party, the other Party may make an *ex parte* application to obtain the execution of said documents.

18. PAYMENT OF PROFESSIONALS' FEES AND COSTS

18.1 The Parties each hereby expressly waive all rights of reimbursement with respect to any professional fees and costs previously paid to or by either Party in this dissolution of marriage action.

18.2 As and for her final contribution to Respondent's attorneys', experts' and other professional fees and costs incurred in this and the related proceedings, Respondent shall pay to Respondent's counsel Meyer, Olson, Lowy and Meyers, LLP the sum of $350,000, which shall be due and payable within five (5) business days of execution of this Further Judgment by Parties and counsel or entry of the Further Judgment, whichever shall first occur.

18.3 Except as set forth in Section 18.2 above, each Party agrees that she and he are entirely responsible for payment of her or his attorneys' and professionals' fees and costs incurred in this proceeding and all related proceedings, and neither Party has any further obligation to pay any portion of the other Party's attorneys', experts' and other professionals' fees and costs through entry of this Further Judgment.

18.4 The Parties expressly agree and acknowledge that neither Party has waived the right to request or to obtain an award of attorney's and professionals' fees and costs, and/or monetary sanctions, in any post-judgment proceedings, if any. The Parties further expressly agree and acknowledge that if either Party fails to perform his or her respective obligations pursuant to this

Further Judgment, and the other Party is thereby required to incur attorneys' fees and/or other professional fees or costs to enforce the obligations created by this Further Judgment, the court retains continuing jurisdiction (1) to enforce the terms and provisions of this Further Judgment, (2) to resolve any and all disputes which may arise between the Parties in any such enforcement actions, and (3) to award attorneys' and professionals fees and costs and/or monetary sanctions in any such enforcement action.

19. MUTUAL RELEASE OF CLAIMS

19.1 Except for the obligations created by this Further Judgment and the claims arising out of Petitioner's employment of Respondent and Starstruck Entertainment as her managers, this Further Judgment shall be effective as a full and final accord and satisfaction and mutual release between the Parties of and from any and all known claims, damages, debts, liabilities, demands, obligations, costs, expenses, liens, breach of contract, accounts, and causes of action each may have against each other through the Effective Date. The Parties expressly acknowledge and agree that this release does not extend to unknown claims.

20. CONTINUING JURISDICTION AND RETENTION OF JUDGE SCOTT M. GORDON (RET.)

20.1 Pursuant to the Stipulation and Order for Appointment of Privately Compensated Temporary Judge and Approval and Order thereon entered in this action, the appointment of Judge Gordon terminates on June 30, 2022. The Parties shall meet and confer with respect to extending the appointment of Judge Gordon beyond June 30, 2022.

21. MISCELLANEOUS PROVISIONS

21.1 The Parties acknowledge that by entering into a negotiated settlement of all financial issues between them, each has knowingly waived his or her right to a full evidentiary hearing or trial on the merits.

21.2 The Parties acknowledge and understand that the assets awarded and confirmed herein have not been formally appraised, and that disputes may exist between the Parties as to the value of certain assets. Each Party waives the right to further appraise and/or investigate the value of any

assets or to seek to set aside this Further Judgment based upon any asset having a value different from what either Party believes.

21.3 Petitioner and Respondent each warrant that they understand that if their claims were tried in Court that either Party could do better or worse than the terms set forth in this Further Judgment. By entering into the Further Judgment, they have voluntarily and freely elected to forgo the right to have their claims tried and resolved by a Court.

21.4 All rights and remedies of the Parties hereto are separate and cumulative, and no one of them, whether exercised or not, shall be deemed to limit or exclude any other rights or remedies which the Parties hereby may have. The Parties shall not be deemed to waive any of their rights or remedies under this Further Judgment except as indicated herein. No delay or omission on the part of any Party exercising any right or remedy shall operate as a waiver of any other right or remedy. A waiver of any right or remedy on any one occasion shall not be construed as a bar to or a waiver of such right or remedy on any future occasion.

21.5 The Party receiving specific property under this Further Judgment shall be entitled to, and the other Party shall transfer and assign to him or her, all right, title, and interest in such property, and also shall be entitled to existing insurance on such property and the benefits, if any, of premiums previously paid on that insurance and shall be solely responsible for the payment of all premiums due thereafter under the insurance policy terms if the Party decides, in his or her sole discretion, to maintain said policy in force and is able to transfer same into his/her name.

21.6 The Parties agree that this Further Judgment confirms or awards to each Party all assets of either Party, and there are no omitted assets and liabilities. Notwithstanding the foregoing, in the event an omitted asset and/or liability or a failure to disclose income is later discovered, the Parties expressly agree that the Court shall retain jurisdiction to adjudicate the division of said omitted asset, income and/or liability.

21.7 Parties Bound. The terms and provisions of this Further Judgment shall inure to the benefit of, and be binding upon, each Party and his or her respective heirs, successors, executors, administrators, conservators, guardians, and assigns.

02/09/22

21.8 Construction of Judgment. This Further Judgment is prepared as a result of the joint efforts of Petitioner and Respondent, and this Further Judgment is to be construed simply and fairly and not strictly for or against either of the Parties hereto in accordance with the ordinary and customary rules of construction.

21.9 Petitioner acknowledges that she was represented by Wasser, Cooperman & Mandles, P.C. in this proceeding and in connection with the negotiation and execution of this Further Judgment and the settlement negotiations leading up to the execution of this Further Judgment.

21.10 Respondent acknowledges that he was represented by Meyer, Olson, Lowy and Meyers, LLP and Spector Law, APLC in this proceeding and in connection with the negotiation and execution of this Further Judgment and the settlement negotiations leading up to the execution of this Further Judgment.

21.11 Each Party acknowledges, for herself or himself, that she or he has read each word of this Further Judgment, that she or he had a full and complete opportunity to discuss this Further Judgment with his or her attorney and each Party has done so, and that each Party understands all of the terms and provisions of this Further Judgment and its effect upon him or her, and has had any all questions she or he has about this proceeding and this Further Judgment answered to his or her full and complete satisfaction. Each Party warrants and represents that she or he discussed this Further Judgment with his or her lawyers and that the meaning and legal effect of this Further Judgment was explained to him or her by his or her counsel. Each Party warrants and represents she or he had sufficient time to consider the terms and conditions and to confer with his or her attorneys throughout the entire negotiation process leading up to the execution of this Further Judgment.

21.12 Each Party represents and warrants that he and she entered into this Further Judgment freely and voluntarily and with sufficient time to consider all of its terms and conditions and to confer with their respective attorneys throughout the negotiation process. Each Party represents and warrants that at the time of signing of this Further Judgment, she or he was not suffering from any mental or emotional condition which was severe enough to interfere with his or her ability to read, understand, and freely agree to the terms of this Further Judgment. Each Party represents and warrants that at the

time of signing of this Further Judgment, she or he was not under the influence of any medication or substance which would have interfered with his or her ability to read, understand, and freely agree to the terms of this Further Judgment.

21.13 Scope of Indemnifications. All indemnifications under this Further Judgment include indemnification for reasonable attorneys' fees and other costs and expenses incurred by the person in whose favor the indemnification exists. Where applicable, if interest and/or penalties have been assessed against an indemnified Party for an indemnified matter, the indemnitor shall be liable for the payment of all such interest and/or penalties.

21.14 Each Party recognizes and acknowledges by execution of this Further Judgment that the division of assets and debts as set forth hereinabove may or may not constitute an equal division of the community estate, but each Party accepts the division of as a full and complete satisfaction and settlement of all of their rights and claims against the other Party arising out of their marriage.

21.15 The Parties agree that this Further Judgment, and each of the provisions herein, may not be altered, amended, terminated, modified, or waived, in whole or in part, except by an instrument in writing executed by both of the Parties hereto. No waiver of breach of the terms or provisions of this Further Judgment shall be a waiver of any preceding or succeeding breach of the Further Judgment or any other provision of it.

21.16 Nothing contained herein divests the court in this proceeding of jurisdiction to interpret and to enforce the terms of the Further Judgment.

21.17 In the event that either Party has executed a Durable Power of Attorney for Health Care pursuant to Probate Code, Sections 4670, et seq., and has specified his or her spouse as the designated agent, upon dissolution of marriage, the designated spouse will become ineligible, as a matter of law, to act as the designated agent. For such purposes, it may be necessary for either or both of them to appoint a new designated agent for purposes of a Durable Power of Attorney for Health Care.

21.18 In the event that any portion or provision or clause or term of this Further Judgment shall be held illegal, unenforceable, void, or voidable by any Court, each of the remaining provisions/terms hereof shall nevertheless remain in full force and effect.

21.19 The Parties agree that this Further Judgment is executed and intended to be performed in the State of California. The Parties further agree that the laws of the State of California, including its conflict of laws rules, shall govern its interpretation and effect, even if one or both Parties in the future are not domiciled in the State of California.

21.20 Signature by Attorneys. The signatures of the attorneys for the respective Parties on this Further Judgment acknowledge their approval of this Further Judgment as to form only. No attorney is deemed to have expressed any opinion as to the substance of this Further Judgment by affixing their signature thereto. The signatures of the attorneys are not to be construed as an endorsement of any or all of the provisions of this Further Judgment.

21.21 Notwithstanding that the respective attorneys of the Parties have signed this Further Judgment, nothing contained in this Further Judgment shall be deemed to be a waiver of the attorney-client privilege or the attorney work-product doctrine. All confidential communications between the Parties and their respective attorneys shall remain subject to the attorney-client privilege and any other relevant privilege.

21.22 Based on Family Code Section 2024, each Party is advised and admonished to immediately seek independent legal advice from an attorney who is certified by the State Bar of California, Board of Legal Specialization, as a specialist in estate planning, trust, and probate law, or other qualified professional, to ensure the disposition of the separate estate of each Party in accordance with each Party's wishes.

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

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02/08/22

21.24 This Further Judgment may be executed in duplicate counterparts, each of which shall be considered as an original. Facsimile, electronic and/or PDF signatures shall be deemed to be originally manually signed executions of this Further Judgment.

I HAVE READ AND HAD EXPLAINED TO ME AND UNDERSTAND THE TERMS OF THIS FURTHER JUDGMENT. I CONSENT TO ITS ENTRY AND AGREE TO BE BOUND BY IT. THE FOREGOING IS AGREED TO BY:

Dated: March 7, 2022

KELLY BLACKSTOCK
Petitioner

Dated: Mar 7, 2022

Brandon Blackstock (Mar 7, 2022 14:51 MST)
BRANDON BLACKSTOCK
Respondent

APPROVED AS CONFORMING TO AGREEMENT OF THE PARTIES:

WASSER, COOPERMAN & MANDLES, P.C.

Dated: March 7, 2022

By: _____
LAURA A. WASSER, ESQ.
ERICA J. LUBANS, ESQ.
Attorneys for Petitioner

Dated: March 7, 2022

SPECTOR LAW, APLC

By: _____
SAMANTHA F. SPECTOR, ESQ.
Attorneys for Respondent

MEYER OLSON LOWY MEYERS LLP

Dated: March 7, 2022

By: Lisa Helfend Meyer
LISA HELFEND MEYER, ESQ.
FELICIA MEYERS, ESQ.
Attorneys for Respondent

ORDER

IT IS SO ORDERED.

Dated: 3/7/2022

DocuSigned by:
Hon. Scott Gordon (Ret.)
JUDGE SCOTT M. GORDON, RETIRED,
AS JUDGE PRO TEM FOR ALL PURPOSES