

Received: 5/31/2024 6:52 PM

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): SHANTEL VAN SANTEN Respondent In Pro Per [REDACTED] TELEPHONE NO.: [REDACTED] FAX NO. (Optional): [REDACTED] E-MAIL ADDRESS (Optional): [REDACTED] ATTORNEY FOR (Name): Respondent In Pro Per		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 6230 Sylmar Avenue MAILING ADDRESS: 6230 Sylmar Avenue CITY AND ZIP CODE: Van Nuys, CA 91401 BRANCH NAME: Northwest Judicial District Los Angeles		
MARRIAGE OR PARTNERSHIP OF PETITIONER: VICTOR WEBSTER RESPONDENT: SHANTEL VAN SANTEN		
<input checked="" type="checkbox"/> DISSOLUTION <input type="checkbox"/> JUDGMENT <input type="checkbox"/> LEGAL SEPARATION <input type="checkbox"/> NULLITY <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital or domestic partnership status <input type="checkbox"/> Judgment on reserved issues Date marital or domestic partnership status ends: December 31, 2023		CASE NUMBER: 23VEFL00073

- This judgment contains personal conduct restraining orders modifies existing restraining orders.
The restraining orders are contained on page(s) _____ of the attachment. They expire on (date): _____
- This proceeding was heard as follows: Default or uncontested By declaration under Family Code section 2336
 Contested Agreement in court
 a. Date: _____ Dept.: _____ Room: _____
 b. Judicial officer (name): **Comm. Gretchen Taylor (Ret.)** Temporary judge
 c. Petitioner present in court Attorney present in court (name): _____
 d. Respondent present in court Attorney present in court (name): _____
 e. Claimant present in court (name): _____ Attorney present in court (name): _____
 f. Other (specify name): _____
- The court acquired jurisdiction of the respondent on (date): June 1, 2023
 a. The respondent was served with process.
 b. The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

- 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): **December 31, 2023**
 (2) on a date to be determined on noticed motion of either party or on stipulation.
 - Judgment of legal separation is entered.
 - Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify): _____
 - This judgment will be entered nunc pro tunc as of (date): December 31, 2023
 - Judgment on reserved issues.
 - The petitioner's respondent's former name is restored to (specify): _____
 - Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
 - This judgment contains provisions for child support or family support. Each party must complete and file with the court a *Child Support Case Registry Form* (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The *Notice of Rights and Responsibilities—Health-Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

CASE NAME (Last name, first name of each party): Marriage of Webster and VanSanten	CASE NUMBER: 23VEFL00073
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4. i. The children of this marriage or domestic partnership are:
- (1) Name _____ Birthdate _____
- (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): SEE Attached.

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: April 23, 2024

JUDICIAL OFFICER

5. Number of pages attached: 21

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.

1 **ATTACHMENT TO JUDGMENT**

2 PURSUANT TO RULE 5.411 OF THE CALIFORNIA RULES OF COURT, Petitioner,
3 VICTOR WEBSTER, and Respondent, SHANTEL VANSANTEN, personally stipulate to the
4 following Judgment of Dissolution of Marriage (“Judgment”) and the Court makes the following
5 finding and orders:

6 **I. JURISDICTION AND STATISTICAL FINDINGS**

7 This Stipulated Judgment is entered into by Petitioner, VICTOR WEBSTER (“Petitioner”)
8 and Respondent, SHANTEL VANSANTEN (“Respondent”). This Stipulated Judgment is granted
9 and based upon the following facts, to which the Court finds Petitioner and Respondent
10 (collectively “the Parties” and individually as “Party”) have agreed:

11 A. The date of the Parties’ marriage was August 9, 2021.

12 B. The date of the Parties’ separation was January 10, 2023. The Parties were
13 married for one (1) year, five (5) months.

14 C. There are no minor children of the marriage.

15 D. Petitioner filed a Summons and Petition on January 13, 2023, bearing LASC case
16 number 23VEFL00073, which was assigned to Department K. Respondent signed a Notice and
17 Acknowledgment of Receipt on June 1, 2023. Respondent filed a Response to the Petition for
18 Dissolution on June 5, 2023.

19 E. Prior to their marriage, the Parties entered into a Premarital Agreement (“PMA”),
20 executed by the Parties on August 6, 2021. In an effort to avoid litigation, the Parties
21 participated in mediation, during which they negotiated a settlement of all issues arising
22 between them as a result of their marriage and subsequent divorce, including division of
23 assets and debts, spousal support, and payment of attorneys’ and professionals’ fees. For
24 purposes of reaching an amicable settlement of all issues raised by their divorce, the Parties
25 have agreed that the terms of the PMA shall be enforceable and relevant terms of the PMA
26 have been incorporated into the stipulated orders set forth herein below.

27 F. Petitioner and Respondent each represent for himself and herself, that each

1 carefully reviewed and approved of the language in this Stipulated Judgment prior to signing
2 same.

3 **II. FINANCIAL DISCLOSURE AND WAIVERS**

4 A. The Parties have complied with Family Code §2104 and exchanged Preliminary
5 Declarations of Disclosure prior to the negotiation and execution of this Stipulated Judgment.

6 B. The Parties waive the exchange of final declarations of disclosure pursuant to
7 Family Code §2105(a). The Parties enter into this waiver knowingly, intelligently, and
8 voluntarily. Each Party knowingly waives her or his rights to conduct further discovery both
9 formal and informal, and to fully investigate the financial circumstances of the other Party prior
10 to the execution of this Stipulated Judgment. The Parties have executed a waiver of Final
11 Declarations of Disclosures (FL-144) which will be filed with the Court concurrently with this
12 Stipulated Judgment.

13 C. In negotiating the economic terms of this Stipulated Judgment, the Parties
14 represent that each Party is aware of the laws of the State of California, which permit each Party
15 an opportunity to obtain from the other, and from others, all facts pertaining to the financial
16 condition of the other, including but not limited to, all of the financial circumstances of the other,
17 and the income that each is likely to derive from the property acquired by each hereunder,
18 through discovery procedures and otherwise, both on a voluntary basis and through formal
19 discovery procedures. Based upon the representation of the Parties, the Court finds that each
20 Party desires a settlement of all of the matters set forth in this Stipulated Judgment, and that
21 each Party knowingly, voluntarily and expressly waives his and her rights to engage in further
22 discovery, both formal and informal, and to fully investigate the financial circumstances of the
23 other Party, and that each Party has specifically elected not to exercise any further discovery
24 rights, including but not limited to deposition, interrogatories, requests for admissions, and
25 subpoenas records, or the right to have a court of competent jurisdiction determine the division
26

1 of the Parties' assets, the award of support, if any, and all other issues. Each Party accepts the
2 economic terms of this Stipulated Judgment with full knowledge of his and her rights in light of
3 the foregoing waiver. Neither Party intends to conduct any further discovery or investigation in
4 the future, and each Party recognizes that the settlement reached herein is a complete, final and
5 irrevocable settlement of all issues arising from the marital relationship.

6 D. The Parties also acknowledge that in entering into a negotiated settlement of all
7 of the issues between them as set forth herein, each Party knowingly, voluntarily and expressly
8 waives his and her rights to a full evidentiary hearing or trial on the merits with respect to those
9 issues. Each Party acknowledges that the economic and other benefits conferred on each
10 Party by this Stipulated Judgment may be better or worse than the economic and other benefits
11 that would be conferred on each Party after a full evidentiary hearing. However, each Party
12 represents that he or she has considered the risk of litigation and the cost thereof, and has
13 knowingly, voluntarily and expressly decided that it is preferable to settle the issues rather than
14 to be subjected to the uncertainties of the litigation process. Petitioner and Respondent each
15 represent and warrant that in entering into this Stipulated Judgment, such Party has not relied
16 upon the representation of any counsel or of opposing counsel in any manner or form with
17 regard to income or the nature, extent, condition or value of any assets and obligations,
18 whether community, quasi-community, or separate and whether confirmed or disposed of
19 herein.
20

21 E. By signing this Stipulated Judgment, the Parties acknowledge their
22 understanding that this Stipulated Judgment is final and binding agreement.

23 III. DIVISION OF COMMUNITY PROPERTY

24 A. Per the terms of the Parties' PMA executed August 6, 2021, the Parties acquired
25 limited community property as a result of their marriage, which community property shall be
26 divided as follows:
27

1 B. The Parties' dog, Nova: Petitioner shall be awarded sole ownership of the dog
2 Nova, and Respondent shall be permitted reasonable visitation with Nova for reasonable periods
3 of time. At all times that Respondent is visiting with Nova, she shall provide Petitioner with
4 information as to Nova's whereabouts and information about dates and location of pick-up's and
5 drop-off's. During such periods of Respondent's visitation with Nova, she shall keep Petitioner
6 informed of any changes in schedule on a timely basis. As to the drop-off, if over 72 hours has
7 elapsed since the agreed-upon drop-off and there has been no communication regarding the
8 delayed return from Respondent to Petitioner, then Respondent shall pay a penalty of \$10,000
9 per day for each day beyond the 72-hour time period. If Respondent's schedule changes and
10 she is unable to return Nova to Petitioner for a period in excess of three weeks, she will be
11 obligated to pay to Petitioner the sum of \$10,000 per day, even if there has been communication
12 regarding the delay from Respondent to Petitioner.

13 C. The Parties' two cats, Finnegan and Phillipa: The parties have agreed that the
14 cats shall be cared for by Petitioner's brother, Vince. In exchange for Vince's care of the two
15 cats, following the entry of this Stipulated Judgment, Respondent shall pay Vince the total sum
16 of \$1,500 (one thousand, five hundred dollars) per year or \$750 (seven hundred fifty dollars) for
17 each cat for so long as both cats are confirmed to be alive and in Vince's care. Should one of
18 the cats predecease the other, then Respondent's financial obligation to pay Vince for the care
19 of the cats shall reduce to \$750 per year (or \$115 per month) for the surviving cat. If Petitioner's
20 brother, Vince, is becomes unable to take care of either or both cats, then the cat(s) in his care
21 shall be awarded to Respondent.

22 D. Otsego Residence: On May 17, 2023, the Parties sold their community property
23 residence, located at 11606 Otsego Avenue, Valley Village, CA 91601 ("Otsego Residence").
24 Pursuant to this Stipulated Judgment and consistent with the terms of the "Sunshine Trust
25 Agreement" previously executed by the Parties, each of the Parties shall be awarded one-half
26 (50%) of the net sales proceeds from the sale of the Otsego Residence, which sum shall be
27

1 awarded to each Party as his and her sole and separate property. As of the execution of this
2 Stipulated Judgment, the net sales proceeds have been divided and distributed one-half to
3 Petitioner and one-half to Respondent.

4 E. Countryside Drive Residence: Prior to the execution of this Stipulated Judgment,
5 the parties sold their other community property residence located at 26209 Countryside Drive,
6 Spicewood, TX 78669 ("Countryside Drive Residence"). Pursuant to this Stipulated Judgment
7 and consistent with the terms of the "Countryside Trust Agreement" previously executed by the
8 Parties, each of the Parties shall be awarded one-half (50%) of the net sales proceeds from the
9 sale of the Countryside Drive Residence, which sum shall be awarded to the Party as his and
10 her sole and separate property. As of the execution of this Stipulated Judgment, most of the net
11 sales proceeds have been divided and distributed one-half to Petitioner and one-half to
12 Respondent. On or about October, 2023, the remaining balance of sales proceeds of \$50,000
13 will be paid the Parties which shall be divided equally between them.

14 F. Joint CNB Checking Account: Each of the Parties shall be awarded one-half (50%)
15 of the funds on deposit in the joint City National Bank checking account ending x4120 as of the
16 parties' date of separation (January 10, 2023). After receipt of the remaining balance of \$50,000
17 of sales proceeds in October, 2023, and following division of the funds on deposit in the
18 aforementioned joint checking account, the Parties shall close the account.

19 **IV. CONFIRMATION OF SEPARATE PROPERTY**

20 A. Petitioner is confirmed the following property as his sole and separate property,
21 and Respondent shall have no right, title, claim, or interest in and to the following property:

- 22 1. Any and all assets, income, and accumulations acquired by Petitioner in his
23 name prior to marriage, during marriage, and after the date of separation;
- 24 2. All personal property, jewelry, furniture and furnishings now in Petitioner's
25 possession;
- 26 3. 100% of all title, right, and interest in Dragon Cloud Productions, Inc.;

4. The Ford F150 truck driven by Petitioner, License: MWNMNWWM;
5. The Kawasaki KLR motorcycle in Petitioner's possession;
6. The Harley Davidson motorcycle in Petitioner's possession;
7. 100% of all right, title, and interest in the Wells Fargo checking account x6219 INO Dragon Cloud Productions, Inc. and all funds on deposit therein;
8. 100% of all right, title, and interest in the Wells Fargo savings account INO Dragon Cloud Productions, Inc. and all funds on deposit therein;
9. 100% of all right, title, and interest in the Northwestern Mutual Universal Life Insurance account x386 with current cash value of approximately \$262,336;
10. 100% of all right, title, and interest in the Northwestern Mutual Universal Level Term 20 account ending x782; and
11. All of the jewelry (including the engagement and wedding rings worn by Respondent during marriage), personal property, artwork, furniture and furnishings in Petitioner's possession.

B. Respondent is confirmed the following property as her sole and separate property, and Petitioner shall have no right, title, claim, or interest in and to the following property:

1. Any and all assets, income, and accumulations acquired by Respondent in her name prior to marriage, during marriage, and after the date of separation;
2. 100% of all title, right, and interest in the S Corporation known as Shantel Carpe Diem Entertainment, Inc.;
3. 100% of all title, right, and interest in the S Corporation known as Idyllic Interiors Inc.;

1 2. Any and all obligations secured by or associated with the property awarded
2 to/confirmed to Petitioner herein; and

3 3. One-half (50%) of the balance owing on the joint credit card ending x2514
4 as of the Parties' date of separation (January 10, 2023) and one-half of the interest
5 accrued on same from the date of separation until Petitioner's payment of his one-half
6 share of the debt.

7 B. Respondent is ordered to pay and to indemnify, defend, and hold Petitioner
8 harmless from the following obligations liabilities, encumbrances, liens, debts, judgments
9 (including attorney's fees), interest, and penalties of any kind or nature associated with the
10 following debts allocated to Respondent:

11 1. Any and all debts standing in Respondent's name alone, regardless of when
12 same were incurred;

13 2. Respondent's Chase Business credit card account ending x6847;

14 3. One-half (50%) of the balance owing on the joint credit card ending x2514
15 as of the Parties' date of separation (January 10, 2023) and one-half of the interest
16 accrued on same from the date of separation until Respondent's payment of her one-half
17 share of the debt; and

18 4. Any and all obligations secured by or associated with the property awarded
19 to/confirmed to Respondent herein.

20 C. Respondent and Petitioner are ordered to be solely and separately liable for all
21 liabilities incurred by each after the date of separation and shall hold the other harmless
22 therefrom.

23 D. The Parties acknowledge that, although an obligation is assigned to one Party as
24 part of the division of community property, if the Party to whom the obligation was assigned
25 defaults upon payment of the obligation, the creditor may have a cause of action against the
26

1 other Party. Nothing in this clause shall be construed to give any third-Party creditor additional
2 rights that they may not have absent this Stipulated Judgment.

3 **VI. EQUALIZATION PAYMENT FROM RESPONDENT TO PETITIONER**

4 A. Following entry of this Stipulated Judgment, Respondent shall pay Petitioner the
5 sum of \$25,000 (twenty five thousand dollars) as and for a tax-free equalization payment. .
6 This equalization payment of \$25,000 shall be paid to Petitioner immediately upon the
7 execution of this Stipulated Judgment, the execution of the confidential agreements (the
8 Confidentiality Agreement and the Assignment Agreement referred to in Section VIII below,
9 and the transfer of possession from Respondent to Petitioner of her engagement and wedding
10 rings.

11 **VII. RETIREMENT ACCOUNTS**

12 A. Respondent is awarded 100% of all right, title, and interest in the following
13 accounts, any sums on deposit therein, and any future benefit or income accruing from same:
14 i. Nationwide account ending x7858 INO Respondent, and all sums on
15 deposit therein;
16 ii. The SEP IRA account at Goldman Sachs ending x 700Z INO
17 Respondent; and
18 iii. SAG AFTRA Pension INO of Respondent.
19 B. There are no retirement accounts in Petitioner's name.
20

21 **VIII. CONTEMPORANEOUS CONFIDENTIAL AGREEMENTS**

22 A. As and for additional consideration in connection with the orders set forth in this
23 Stipulated Judgment, the Parties have executed two confidential agreements, titled:
24 (1) "Confidentiality Agreement" and (2) "Assignment Agreement," which agreements shall be
25 contemporaneously executed by the Parties via notarized signatures on the same date that
26 each executes this Stipulated Judgment.
27

1 B. Each Party's agreement to the "Confidentiality Agreement" and the "Assignment
2 Agreement" is material to their consent to the terms of this Stipulated Judgment, however the
3 Parties agree that neither the "Confidentiality Agreement" nor the "Assignment Agreement"
4 shall be filed with the Court, unless such filing is necessary to enforce said agreement in the
5 event of a Party's breach of same.

6 **IX. TAX FILING**

7 A. The Parties shall file separate tax returns for calendar year 2023.

8 B. Should any Federal or State taxing authority impose or assess any tax or tax
9 deficiency upon Respondent and Petitioner, or either of them, for any calendar year for which
10 the Parties filed joint income tax returns, the Parties shall be equally obligated to pay any liability
11 for all such taxes, tax arrearages, all taxes on such tax arrearages, all penalties, interest and
12 other charges in connection with same, except with regard to liabilities arising from one Party's
13 separate property or income; in that event, the Party whose separate property or income resulted
14 in the liability shall be solely and separately liable for all liabilities associated with his or her
15 separate property or income and shall indemnify and hold the other harmless therefrom. The
16 Parties are ordered to cooperate with each other and furnish all information within their control
17 reasonably necessary to defend against any such claimed tax liability.

18 C. The Court orders that with respect to all joint tax returns filed during the marriage
19 that each Party shall indemnify and hold the other Party free and harmless from any additional
20 tax liability, including but not limited to interest, penalties, and related professional fees that may
21 arise from reason of one Party's failure to provide information, including information related to
22 income earned within that Party's possession and control or inaccurate information pertaining to
23 the preparation or the filing of all jointly filed tax returns.

24 D. In the event of an audit or notice of tax deficiency for any jointly filed tax returns,
25 each Party shall advise the other Party in writing of the audit or notice of tax deficiency within
26 three (3) days of receiving such notice from the taxing authority. Each Party shall cooperate
27

1 fully in furnishing information and/or testimony and in executing any documents reasonably
2 requested by the other Party with respect to an audit or notice of tax deficiency.

3 E. Notwithstanding any other provision of this Stipulated Judgment, this Stipulated
4 Judgment is not intended in any manner to waive any privilege either Party may assert with
5 respect to the disclosure of any federal or state income tax returns.

6 F. The Parties recognize, and the Court thus finds, that the allocation between the
7 Parties of the responsibility for the payment of taxes on joint income tax returns (as set forth in
8 this Judgment) is not binding on the Internal Revenue Service, the Franchise Tax Board (unless
9 a tax clearance certificate under Revenue and Taxation Code § 19006 has previously been
10 issued), or any other taxing authority. The Parties are aware that if either Party fails to pay the
11 taxes for which he or she is responsible, the law may give the taxing authority power to collect
12 these taxes from the other Party.

13 G. In calculating the community property interest in any retirement, deferred
14 compensation, or survivor rights, the gross amount of those payments, without regard to tax rate
15 or deductions, shall be used. The Party ultimately receiving an interest in any retirement or
16 survivor benefits under this Judgment shall be liable for all income and employment taxes
17 attributable to the benefits received. The Court finds that it is intended that the ultimate recipient
18 of the benefit shall report and be responsible for these taxes, and the other Party shall have no
19 responsibility for payment. Should the other Party be required to pay such taxes, the Party who
20 is the ultimate recipient shall indemnify the other for the payment. The Court finds that both
21 Parties agree to cooperate in making available to the other (or his or her agent) any information
22 necessary to determine the amount of this tax liability.

23 **X. TAX BASIS**

24 A. Division and distribution of all assets and debts as set forth herein, are
25 found by the Court to be tax-free interspousal transfers related to the cessation of marriage to
26 affect a division of marital property 26 U.S. Code § 1041 and comparable provisions of state
27

1 law.

2 B. The Court finds that the income tax basis of the community property that
3 the Parties are dividing will not change by reason of the division of property as set out herein.
4 Petitioner and Respondent are each ordered to report any subsequent taxable transaction with
5 regard to any community property asset in a manner consistent with the preceding sentence.
6 Neither Party shall attempt to seek a new income tax basis for any community property asset on
7 the theory that any sale or exchange of the property was made.

8 C. If either Party seeks a new income tax basis for any community asset which
9 he/she receives pursuant to this stipulation and the other Party (referred to as "Taxed Party") is
10 later assessed for additional Federal or State income taxes on the ground that any disposition
11 of assets which took place when the Parties divided their community property was a taxable
12 event, the Party who sought the new income tax basis shall pay the entire amount of the resulting
13 taxes and all the penalties and interest attributable to them and any further income taxes,
14 interest, assessments and penalties which may result from any payment under this paragraph.
15 The Party who sought a new income tax basis shall also pay costs incurred by the Taxed Party
16 in opposing and settling the proposed assessment of additional income taxes resulting from the
17 other Party's attempt to obtain a new income tax basis, including, but not limited to, reasonable
18 accountants' fees and costs and attorneys' fees and costs.

19
20
21 **XI. REIMBURSEMENT**

22 A. Except as otherwise set forth in this Stipulated Judgment, the Court finds that the
23 Parties each waive any and all rights he or she may otherwise have against the other for
24 reimbursements, offsets and credits with respect to the following:

- 25 1. Rights under California Family Code §§ 915, 916 and 920;

- 1 2. Pursuant to *In Re Marriage of Epstein* (1979) 24 Cal.3d 76, 154 Cal.Rptr.
2 413 and its progeny, all rights to reimbursement to which a Party or the
3 community may be entitled as a result of the payment of community
4 obligations since the date of separation, except as may be specifically
5 provided to the contrary in this Stipulated Judgment;
- 6 3. Pursuant to *In Re Marriage of Watts* (1985) 171 Cal.App.3d 366, 217
7 Cal.Rptr. 301, and its progeny, all rights to reimbursement to which a Party
8 or the community may be entitled as a result of one Party's use of
9 community or co-owned assets since separation, except as may be
10 specifically provided to the contrary in this Stipulated Judgment;
- 11 4. Claims pursuant to *Jeffries* (credit and reimbursements) [*Marriage of Jeffries*
12 (1991) 228 Cal.App.3d 548] for the allocation or offset of *Epstein* credits or
13 *Watts* charges.
- 14 5. Moore/Marsden/Bono/Sherman equitable apportionment rights (*Marriage of*
15 *Moore* (1980) 28 Cal.3d 366; *Marriage of Marsden* (1982) 130 Cal.App.3d 425;
16 *Bono v. Clark* (2002) 103 Cal.App.4th 1409; *Marriage of Sherman* (2005) 133
17 Cal.App.4th 795) and all rights to which the community may be entitled as a
18 result of community property contributed to the acquisition or improvement of a
19 party's separate property.
- 20 6. Marvin Claims (*Marvin v. Marvin* (1976) 18 Cal. 3d 660) to enforce expressed
21 or implied agreements for property sharing or support between unmarried,
22 cohabitating partners.
- 23 7. *Frick* credits (*Marriage of Frick* (1986) Cal.App.3d 997) and all rights of
24 reimbursement to which a party or the community may be entitled as a result
25 of one party's use of community assets for the improvement of separate
26

1 property during marriage.

2 8. Family Code §271 Claims through Entry of Judgment; and

3 9. All rights to reimbursement pursuant to California Family Code § 2640, or
4 otherwise, for separate property contributed to the acquisition or maintenance
5 of community or co-owned property.

6 **XII. PAYMENTS ON TRANSFERRED PROPERTY**

7 A. Except as otherwise provided herein, each Party is ordered to hereby assume and
8 pay any and all balances due, and any and all taxes, assessments, charges, licenses or
9 expenses on, or in connection with, any of the property transferred to him or her, respectively,
10 by this Stipulated Judgment and to indemnify and hold the other free and harmless therefrom.

11 **XIII. SPOUSAL SUPPORT**

12 A. The Parties agree that neither Party will pay spousal support to the other. The
13 Parties believe that no spousal support is necessary because each Party is in good health and
14 self-supporting.

15 B. As of the date of execution of this Stipulated Judgment, no spousal support
16 orders have been made by the Court, and no support arrearages are due or owing to either
17 Party.

18 C. The Court finds that each Party hereby waives any right to current or future
19 spousal support. No court shall have jurisdiction to order any spousal support for either Party
20 at any time. Notwithstanding any other Sections in this Judgment, no court shall have the
21 ability to make a future award of spousal support to either Party, regardless of when such
22 Party may bring a motion to do so and irrespective of any change in economic or other
23 circumstances of the Parties. The Court finds that the Parties understand that when a court
24 has no jurisdiction over support, no support can be ordered regardless of the hardship that this
25 might cause. Each Party acknowledges his or her understanding that when a court has no
26 jurisdiction over support, no support can be ordered regardless of the hardship that this might
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1 cause. The Parties acknowledge that they have carefully bargained for the termination of
2 jurisdiction over support as provided in this Judgment, and the provisions of this Section XIV
3 are intended to comply with the requirements of *In re Marriage of Vomacka* (1984) 36 Cal.3d
4 459, and *In re Marriage of Brown* (1995) 35 Cal.App.4th 785, to make clear that no court shall
5 have authority to provide for support of either Party of any amount at any time.

6 D. The Court hereby terminates jurisdiction to award spousal support to either
7 Petitioner or Respondent as a result of their marriage.

8 **XIV. MEDIATION AND MEDIATOR'S FEES**

9 A. This Agreement has been negotiated and prepared by Michelle Katz of the Law
10 and Mediation Offices of Michelle Katz, which firm has been retained by neither party as its
11 attorney in regards to this Judgment in an action for Dissolution of Marriage. Both parties
12 acknowledge that said firm advised both parties that it acted solely as mediator for both parties
13 and has advised both parties equally in this settlement. In addition, both parties acknowledge
14 that Michelle Katz had a fiduciary duty to neither party in the mediation and drafting of this
15 Judgment. Both parties have been advised to retain separate counsel to represent them and
16 review this Judgment in light of each party's respective individual interests.

17 B. The Court further finds that the parties were advised by the mediator that § 721
18 of the California Family Code specifies that a husband and wife are in a fiduciary relationship
19 that imposes a duty of the highest good faith and fair dealing on each of them and that
20 prohibits either of them from taking unfair advantage of the other. The parties were further
21 advised that § 1100 of the California Family Code specifies that the management and control
22 of community property are subject to the rules governing fiduciary relationships until such time
23 as the parties' community property has been divided by the parties or by a Court, and that
24 each party has an obligation to make full disclosure to the other of all material facts and
25 information regarding the existence, characterization, and valuation of all assets in which the
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1 community has or may have an interest and all debts for which the community is or may be
2 liable, and to provide equal access to all information and records that pertain to the value and
3 character of those assets and debts, upon request.

4 C. The Court further finds that the mediator was not requested to investigate or
5 confirm the nature, extent, or value of the parties' community, quasi-community, or separate
6 property (including, without limitation, assets *and* liabilities). The mediator relied solely upon
7 the parties' representations regarding the nature and extent of their assets and liabilities, and
8 the mediator had no obligation to determine the value of any asset or the amount of any
9 liability.

10 D. The Court further finds that the mediator was not requested to investigate or
11 confirm the nature or extent of the parties' income and expenses. The mediator relied solely
12 upon the parties' representations regarding the nature and extent of their income and
13 expenses, and the mediator had no obligation to determine the nature and extent of their
14 income and expenses.

15 E. The Court further finds that any such investigation or confirmation of the facts
16 upon which this Stipulated Judgment was based was beyond the scope of the services the
17 mediator was retained to render, that the parties had no expectation, intention, or
18 understanding that the mediator would conduct any such investigation or confirmation, that no
19 such investigation or confirmation was authorized or approved by either party, and that the
20 mediator in fact conducted no such investigation or confirmation.

21 F. The parties acknowledge that mediation proceedings require a high degree of
22 mutual respect and honesty. However, this does not mean that either of party has to accept
23 everything that the other party says, particularly concerning an opinion as to the value or
24 character of property. As part of the mediation proceedings, each party acknowledges that he
25 and she must make a full disclosure to the other party and to the mediator of all property,
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1 obligations and income in which each party has an interest and any information each party
2 may have that would have a bearing on the extent or value of their property, obligations and
3 income. The parties further acknowledge that before they can sign an agreement settling
4 property or support issues, California law requires that they make and exchange formal written
5 financial disclosures of property, obligations and income under penalty of perjury. These
6 documents are called Preliminary and Final Declarations of Disclosure.

7 G. The parties acknowledge that the mediation proceedings are confidential and
8 subject to California Evidence Code, §§ 1115-1128 and 703.5. However, confidentiality shall
9 not apply to any written agreement signed by both parties incorporating settlement of any, or
10 all, issues and/or the Preliminary and Final Declarations of Disclosure.

11 H. Petitioner and Respondent are ordered to pay equally the mediator's fees and
12 costs in this matter.

13 **XV. RESERVATION OF JURISDICTION**

14 The Court reserves jurisdiction over the Parties, the Parties' current assets and
15 liabilities, and all provisions of this Stipulated Judgment, as necessary to effectuate the
16 provisions of this Stipulated Judgment.

17 **XVI. FAIRNESS OF JUDGMENT**

18 The Parties stipulate, and the Court so finds, that the Parties have had the opportunity to
19 utilize the court process to compel discovery of the assets, liability and contentions of the other
20 Party. The Parties stipulate, and the Court so finds, that the Parties acknowledge that the
21 provisions of this Stipulated Judgment are fair and reasonable and that both Parties
22 acknowledge that this Stipulated Judgment is made and entered into freely and voluntarily, free
23 from any duress, constraint or influence of any kind or nature on the part of the other, and that
24 each has read this Stipulated Judgment and understands its contents and legal effect.

25 **XVII. PREVAILING PARTY FEES**

1 In the event that either of the Parties hereto shall be required to bring any action or
2 proceeding to enforce any provisions contained in this Stipulated Judgment, the Party prevailing
3 in such action or proceeding shall be entitled to receive from the other such reasonable
4 attorneys' fees and other reasonably necessary costs in respect thereto, as shall be fixed by the
5 court.

6 **XVIII. RELEASE, WAIVER AND FINALITY CLAUSES**

7 Except as otherwise provided for in this Stipulated Judgment, the court finds that each
8 Party hereto releases the other from any and all claims, demands, causes of action and/or
9 liabilities, debts or obligations, of every kind or character, whether known, unknown or
10 suspected, that have been or will be incurred, including all claims that either Party may have
11 upon the other for support and maintenance, it being understood by this Stipulated Judgment
12 that the Parties intend to settle all aspects of their marital rights. Each Party does hereby waive
13 the provisions of §1542 of the Civil Code of California, which provides as follows:

14 Section 1542: General Release; Extent. A general release does not extend to claims
15 which the creditor does not know or suspect to exist in his favor at the time of executing the
16 release, which if known to him must have materially affected his settlement with the debtor.

17 **XIX. ADDITIONAL DISCLOSURES**

18 A. The Parties stipulate and the court thus finds that each Party has warranted to the
19 other that he or she has made no undisclosed gifts or transfers for less than adequate
20 consideration of any community, or quasi-community, assets with fair market values of over
21 \$1,000 without the other Parties' knowledge.

22 B. The Parties stipulate and the court thus finds that each Party warrants to the other
23 he or she does not have any knowledge of any community and/or quasi-community, assets other
24 than those disclosed and listed herein.

1 C. The court retains jurisdiction over undisclosed gifts or transfers for less than
2 adequate consideration of any community, or quasi-community, assets with fair market values
3 of over \$1,000 without the other Parties' knowledge and any and all undisclosed and or
4 concealed community and/or quasi-community assets.

5 **XX. EFFECT OF RECONCILIATION**

6 Any reconciliation between the Parties after they execute this Stipulated Judgment will
7 have no effect on the Judgment unless the Parties modify or cancel it in a writing signed by both
8 Parties.

9 **XXI. VOLUNTARY AGREEMENT**

10 A. The Parties stipulate and the Court thus finds that the Parties have agreed that all
11 negotiations leading up to this Stipulated Judgment were carried on at arm's length, that the
12 confidential relationship arising out of the Parties' marriage did not exist during such
13 negotiations, and that the Parties recognize that their interests were adverse during such
14 negotiations.

15 B. The Parties stipulate and the Court further finds that each of the Parties is fully
16 aware of the contents and legal effect of this Stipulated Judgment, and that each Party has
17 entered into this Stipulated Judgment voluntarily and free from any duress, fraud, or undue
18 influence of any kind.

19 C. The Parties stipulate and the Court thus further finds that both Parties have
20 acknowledged their understanding that this Stipulated Judgment is final and binding.

21 D. The Parties stipulate and the Court thus finds that once the herein Stipulated
22 Judgment is signed by both Parties, the Stipulated Judgment shall act as a contract between
23 Petitioner and Respondent enforceable by the Court.

1 **XXII. MISCELLANEOUS PROVISIONS**

2 A. The Court finds that this Stipulated Judgment shall inure to the benefit of, and be
3 binding upon, the Parties hereto and their respective heirs, executors, administrators,
4 successors, assigns, and legal representatives.

5 B. The Court finds that this Stipulated Judgment may not be modified, in whole or in
6 part, except by a written agreement signed by both Parties or a further order of Court.

7 C. The Court finds that this Stipulated Judgment constitutes the written agreement of
8 the Parties and supersedes and replaces any previous agreements between Petitioner and
9 Respondent, whether written or oral, as to the issues set forth herein.

10 **XXIII. EXECUTION OF DOCUMENTS**

11 Each Party is ordered to execute and deliver to the other or his or her agents all
12 documents and papers necessary to transfer title or which is convenient to carry out the transfer
13 of the various items of property hereinabove mentioned. Should any Party fail or refuse to carry
14 out the executory provisions of this Stipulated Judgment within fifteen (15) days of the demand
15 of the Party to do so, the Parties stipulate to empower the Clerk of the Court to execute any and
16 all documents and to do any and all acts required to be performed by the defaulting Party to
17 complete and accomplish the executory provisions of this Stipulated Judgment. Either Party
18 who fails to comply with this paragraph shall reimburse the other Party for any expenses,
19 including attorneys' fees and court costs, that become reasonably necessary to carry out this
20 Stipulated Judgment as a result of such failure.

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XXIV. ACKNOWLEDGMENT

THE FOREGOING JUDGMENT CONSTITUTES THE WRITTEN SETTLEMENT AGREEMENT OF THE PARTIES, IS INTENDED TO BE BINDING AND ENFORCEABLE PURSUANT TO THE PROVISIONS OF § 664.6 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE, AND ADMISSIBLE INTO EVIDENCE WITHIN THE MEANING OF § 1123(B) OF THE CALIFORNIA EVIDENCE CODE.

THE FOREGOING IS AGREED TO BY:

Dated: July 31, 2023




VICTOR WEBSTER
Petitioner

Dated: _____

SIGNATURE FOLLOWS ON NEXT PAGE
SHANTEL VANSANTEN
Respondent

IT IS SO ORDERED:

Dated: _____



The Honorable _____
JUDGE/COMMISSIONER OF THE SUPERIOR COURT

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XXIV. ACKNOWLEDGMENT

THE FOREGOING JUDGMENT CONSTITUTES THE WRITTEN SETTLEMENT AGREEMENT OF THE PARTIES, IS INTENDED TO BE BINDING AND ENFORCEABLE PURSUANT TO THE PROVISIONS OF § 884.6 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE, AND ADMISSIBLE INTO EVIDENCE WITHIN THE MEANING OF § 1123(B) OF THE CALIFORNIA EVIDENCE CODE.

THE FOREGOING IS AGREED TO BY:

Dated: _____

SIGNATURE ON PRECEDING PAGE
VICTOR WEBSTER
Petitioner

Dated: July 31, 2023

SHANTEL VANSANTEN
Respondent

IT IS SO ORDERED:

Dated: April 23, 2024

COMM. GRETCHEN W. TAYLOR
The Honorable
JUDGE/COMMISSIONER OF THE SUPERIOR COURT

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