

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

FOR COURT USE ONLY

DAN M. HIMMELHEBER CSB #50755
2000 Alameda de las Pulgas, Suite 250
San Mateo, CA 94403

TELEPHONE NO.: (650) 345-9822 FAX NO. (Optional):
E-MAIL ADDRESS (Optional):
ATTORNEY FOR (Name): KATE TALBOT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO

STREET ADDRESS: 400 COUNTY CENTER
MAILING ADDRESS: 400 COUNTY CENTER
CITY AND ZIP CODE: REDWOOD CITY, CALIFORNIA 94063-1655
BRANCH NAME: CIVIL DIVISION

MARRIAGE OF

PETITIONER: KATE TALBOT

RESPONDENT: RONALD LEE TALBOT

PETITION FOR

Dissolution of Marriage

Legal Separation

Nullity of Marriage

AMENDED

CASE NUMBER:

095047

FILED
SAN MATEO COUNTY

JUN 12 2007

Clerk of the Superior Court
By: [Signature]
DEPUTY CLERK

1. RESIDENCE (Dissolution only) Petitioner Respondent has been a resident of this state for at least six months and of this county for at least three months immediately preceding the filing of this *Petition for Dissolution of Marriage*.

2. STATISTICAL FACTS

a. Date of marriage: 6/15/1984 c. Time from date of marriage to date of separation (specify):
b. Date of separation: 6/1/1986 Years: 2 Months: 0

3. DECLARATION REGARDING MINOR CHILDREN (include children of this relationship born prior to or during the marriage or adopted during the marriage):

a. There are no minor children.
b. The minor children are:

Child's name Birthdate Age Sex

Continued on Attachment 3b.

c. If there are minor children of the Petitioner and Respondent, a completed *Declaration Under Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA)* (form FL-105) must be attached.

d. A completed voluntary declaration of paternity regarding minor children born to the Petitioner and Respondent prior to the marriage is attached.

4. SEPARATE PROPERTY

Petitioner requests that the assets and debts listed in *Property Declaration* (form FL-160) in Attachment 4 below be confirmed as separate property.

Item Confirm to
All such assets and debts, if any, will be listed on Petitioner's Declaration of Disclosure to be herein after filed.

NOTICE: You may redact (black out) social security numbers from any written material filed with the court in this case other than a form used to collect child or spousal support.

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): DAN J. HIMMELHEBER, CSB #50755 2000 Alameda de las Pulgas, Ste 250 San Mateo, CA 94403</p> <p>TELEPHONE NO.: 650-345-9822 FAX NO. (Optional):</p> <p>E-MAIL ADDRESS (Optional):</p> <p>ATTORNEY FOR (Name): Kate Talbot</p>	<p style="text-align: center;">FOR COURT USE ONLY</p> <p style="text-align: center;">FILED SAN MATEO COUNTY</p> <p style="text-align: center;">MAR 11 2008</p> <p style="text-align: center;">Clerk of the Superior Court By <u><i>[Signature]</i></u> DEPUTY CLERK</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO</p> <p>STREET ADDRESS: 400 County Center</p> <p>MAILING ADDRESS:</p> <p>CITY AND ZIP CODE: Redwood City, AC 94063</p> <p>BRANCH NAME:</p>	
<p>MARRIAGE OF</p> <p>PETITIONER:</p> <p>RESPONDENT:</p>	<p>CASE NUMBER: FAM 095047</p>
<p style="text-align: center;">JUDGMENT</p> <p><input checked="" type="checkbox"/> DISSOLUTION <input type="checkbox"/> LEGAL SEPARATION <input type="checkbox"/> NULLITY</p> <p><input type="checkbox"/> Status only</p> <p><input type="checkbox"/> Reserving jurisdiction over termination of marital or domestic partnership status</p> <p><input type="checkbox"/> Judgment on reserved issues</p> <p><u>Date marital or domestic partnership status ends: MAR 07 2008</u></p>	

- This judgment contains personal conduct restraining orders modifies existing restraining orders. The restraining orders are contained on page(s) _____ of the attachment. They expire on (date): _____
- This proceeding was heard as follows: Default or uncontested By declaration under Family Code section 2336
 Contested
 a. Date: **MAR 07 2008** Dept.: **16** Room: _____
 b. Judicial officer (name): **Richard DuBois** 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): July 6, 2007
 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): **MAR 07 2008**
 (2) on a date to be determined on noticed motion of either party or on stipulation.
- Judgment of legal separation is entered.
- Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify): _____
- This judgment will be entered nunc pro tunc as of (date): _____
- Judgment on reserved issues.
- The petitioner's respondent's former name is restored to (specify): _____
- Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
- This judgment contains provisions for child support or family support. Each party must complete and file with the court a *Child Support Case Registry Form* (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The *Notice of Rights and Responsibilities—Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

CASE NAME (Last name, first name of each party): Marriage of TALBOT, Kate and Ronald Lee

CASE NUMBER:

FAM 095047

4. (Cont'd.)

- i. A settlement agreement between the parties is attached.
- j. A written stipulation for judgment between the parties is attached.
- k. The children of this marriage or domestic partnership.
 - (1) The children of this marriage or domestic partnership are:

Name	Birthdate
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 - (2) Parentage is established for children of this relationship born prior to the marriage or domestic partnership.
- l. Child custody and visitation are ordered as set forth in the attached
 - (1) settlement agreement, stipulation for judgment, or other written agreement.
 - (2) *Child Custody and Visitation Order Attachment* (form FL-341).
 - (3) *Stipulation and Order for Custody and/or Visitation of Children* (form FL-355).
 - (4) other (specify):
- m. Child support is ordered as set forth in the attached
 - (1) settlement agreement, stipulation for judgment, or other written agreement.
 - (2) *Child Support Information and Order Attachment* (form FL-342).
 - (3) *Stipulation to Establish or Modify Child Support and Order* (form FL-350).
 - (4) other (specify):
- n. Spousal or partner support is ordered as set forth in the attached
 - (1) settlement agreement, stipulation for judgment, or other written agreement.
 - (2) *Spousal, Partner, or Family Support Order Attachment* (form FL-343).
 - (3) other (specify):

NOTICE: It is the goal of this state that each party will make reasonable good faith efforts to become self-supporting as provided for in Family Code section 4320. The failure to make reasonable good faith efforts may be one of the factors considered by the court as a basis for modifying or terminating spousal or partner support.

- o. Property division is ordered as set forth in the attached
 - (1) settlement agreement, stipulation for judgment, or other written agreement.
 - (2) *Property Order Attachment to Judgment* (form FL-345).
 - (3) other (specify):
- p. Other (specify): The Court finds that the parties, and each of them, knowingly and voluntarily entered into the attached Marital Settlement Agreement that includes a waiver of spousal support for either party as well as a termination of this Court's jurisdiction to award spousal support to either party now or in the future for any reasons whatsoever. The Court hereby approves and orders each and every term and condition of the Settlement Agreement and orders each of the parties to comply with each and every term and condition thereof.

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: MAR 07 2008



JUDICIAL OFFICER

5. Number of pages attached: 17

SIGNATURE FOLLOWS LAST ATTACHMENT

NOTICE

Dissolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or domestic partner's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the rights of a spouse or domestic partner as beneficiary of the other spouse's or domestic partner's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment may be issued without additional proof if child, family, partner, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

MARRIAGE SETTLEMENT AGREEMENT

THIS AGREEMENT is made this 17th day of December, 2007, at San Mateo, California by and between Husband, RONALD LEE TALBOT, hereinafter referred to as "Husband," and Wife, KATE TALBOT, hereinafter referred to as "Wife", sometimes collectively referred to as "the parties".

RECITALS

A. This Agreement is made with reference to the following facts:

- 1. The parties were married on June 15, 1984 and ever since that time have been, and now are, Husband and Wife.
- 2. There are no children born the issue of the parties.
- 3. Irreconcilable differences have arisen between the parties and as a result they have lived separate and apart since June 1, 1986.
- 4. A proceeding for Dissolution of Marriage of the parties has been filed by Wife in the Superior Court San Mateo County, California, Action No. FAM095094.

B. The purposes of this Agreement are to:

- 1. Settle all property interests and rights that each party may have with respect to the other;
- 2. Settle the obligations of each party for the support of the other; and
- 3. Relinquish any and all past, present and future claims that each may have against the property or estate of the other party and his or her executors, administrators, representatives, successors and assigns, except as otherwise provided herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

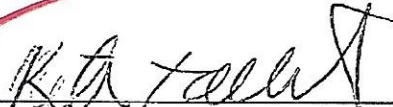
SECTION I.

DIVISION OF PROPERTY

- A. The parties agree that the property described in Exhibit A, attached hereto and made a part hereof by reference, is the sole and separate property of Husband and includes Husband's separate property and his share of the community property of the parties, taking into account the assignment of debts and obligations provided for in this Agreement, and represents the parties' compromise and settlement of various disputes with respect to what constitutes community property and separate property and what constitutes property valuations thereof, and Wife transfers and confirms unto Husband, as his sole and separate property, all of the property described in said Exhibit.
- B. The parties agree that the property described in Exhibit B, attached hereto and made a part hereof by reference, is the sole and separate property of Wife and includes Wife's separate property and her share of the community property of the parties, taking into account the assignment of debts and obligations provided for in this Agreement, and represents the parties' compromise and settlement of various disputes with respect to what constitutes community property and separate property and what constitutes property valuations thereof, and Husband transfers and confirms unto Wife, as her sole and separate property, all of the property described in said Exhibit.
- C. All prepaid insurance on the assets or interest in assets being confirmed or distributed hereunder is hereby set over and confirmed to the party receiving such assets. All prepaid taxes on the assets or interest in assets being confirmed or distributed hereunder is hereby set over and confirmed to the party receiving such assets. All insurance premiums and taxes with respect to assets that become due after the effective date of this Agreement shall be paid by the party to whom the assets are confirmed or distributed and that party shall hold the other party free and harmless therefrom.


HIMMELHEBER has acted solely as counsel for Wife, did not advise or represent Husband in this settlement and owes no legal duty to Husband. Husband has been strongly advised to seek the advice of independent counsel in this matter, and is represented by PAUL J. WALTI, Jr., Attorney at Law. Each party enters into this waiver knowingly, intelligently, and voluntarily, and expressly acknowledges that this waiver may affect any ability to set aside the Marital Settlement Agreement and Judgment. Each party acknowledges that he or she has read and understands the provisions and legal effects of this Agreement and enters into this Agreement voluntarily, free from fraud, undue influence, coercion or duress of any kind.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.


KATE TALBOT, Wife


RONALD LEE TALBOT, Husband

APPROVED AS TO FORM:


DAN M. HIMMELHEBER,
Attorney for Wife


PAUL WALTI,
Attorney for Husband

EXHIBIT A (Page 1 of 1)

CONFIRMATION OF HUSBAND'S SEPARATE PROPERTY AND HUSBAND'S SHARE OF THE DIVISION OF COMMUNITY PROPERTY

1. All jewelry, clothing and personal effects in Husband's possession.
2. Earnings and accumulations of Husband since the date of separation.
3. All of the furniture, furnishings and tools in Husband's possession.
4. All cash in Husband's possession or on deposit in financial institutions in Husband's sole name as of the effective date of this agreement.
5. The balance in principal and accrued interest as of the effective date of this agreement in all checking and savings accounts in Husband's sole name in all stock brokerage accounts.
6. All right, title and interest in, to and under any rights and benefits arising out of or in any way connected with Husband's past or present employment, including, but not limited to, pension, profit sharing, stock-option and deferred compensation plans, including but not limited to all 401Ks.
7. All of the right, title and interest in all stocks and all investment accounts in the name of Husband as of the effective date of this agreement. All funds on deposit in all Individual Retirement Accounts in Husband's sole name, as of the date of this agreement.
8. Any and all automobiles in the use and possession of Husband. To the extent that there may exist any lien or encumbrance against any said vehicle, Husband agrees to assume and discharge the same and hold Wife free and harmless therefrom.
9. All right, title and interest in and to any and all life insurance policies on Husband's life.
10. All right, title and interest in and to real property, including improvements, commonly known as 20 Humboldt Court, Pacifica, CA. Husband agrees to accept said property subject to all existing liens and encumbrances and agrees to assume, pay and discharge the same when due, and to hold Wife free and harmless therefrom.
11. All Social Security benefits accruing to Husband's Account pursuant to the laws of the United States of America and any political subdivision thereof, or arising by reason of Husband's employment.



KATE TALBOT, Wife



RONALD LEE TALBOT, Husband

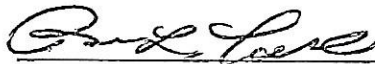
EXHIBIT B (Page 1 of 1)

CONFIRMATION OF WIFE'S SEPARATE PROPERTY AND WIFE'S SHARE OF THE
DIVISION OF COMMUNITY PROPERTY

1. All jewelry, clothing and personal effects in Wife's possession.
2. Earnings and accumulations of Wife since the date of separation.
3. All of the furniture, furnishing and tools in Wife's possession.
4. All cash in Wife's possession or on deposit in financial institutions in Wife's sole name as of the effective date of this agreement.
5. The balance in principal and accrued interest as of the effective date of this agreement in all checking and savings accounts in Wife's sole name.
6. All right, title and interest in, to and under any rights and benefits arising out of or in any way connected with Wife's past or present employment, including, but not limited to, pension, profit sharing, stock-option and deferred compensation plans including but not limited to any and all Retirement Accounts.
7. All of the right, title and interest in all stocks and all investment accounts in the name of Wife as of the effective date of this agreement. All funds on deposit in all Individual Retirement Accounts in Wife's sole name, as of the date of this agreement.
8. Any and all automobiles in the use and possession of Wife. To the extent that there exists any lien or encumbrance against any said vehicle, Wife agrees to assume and discharge the same and hold Husband free and harmless therefrom.
9. All right, title and interest in and to any and all life insurance policies on Wife's life.
10. All right, title and interest in and to real property, including improvements, commonly known as 2201 Ensenada Way, San Mateo, CA. Wife agrees to accept said property subject to all existing liens and encumbrances and agrees to assume, pay and discharge the same when due, and to hold Husband free and harmless therefrom.
11. All Social Security benefits accruing to Wife's Account pursuant to the laws of the United States of America and any political subdivision thereof, or arising by reason of Wife's employment.



KATE TALBOT, Wife



RONALD LEE TALBOT, Husband