

1 incurred by her and she shall indemnify RYAN therefrom.

2           10. Except as other provided herein, RYAN shall assume and pay any and all  
3 unpaid debts and obligations incurred by him and he shall indemnify KALEY therefrom.

4           11. Each party has warranted to the other that she/he has not incurred any  
5 unpaid liability or obligation upon which the other is or may be or become liable, or any debt or  
6 liability in connection with any asset awarded to the other. Each of the parties is ordered to  
7 indemnify the other party from and against any such liability or obligation incurred or created by  
8 her/him.

9           12. Each party has warranted to the other that she/he shall not incur any  
10 indebtedness chargeable against the other or her or his estate, nor contract any debt or obligation  
11 in the name of the other, and she/he shall indemnify the other party from and against any such  
12 indebtedness hereafter incurred or created by her/him.

13           13. Each party shall forthwith surrender all credit cards and charge accounts  
14 presently outstanding upon which the other is, would, or may become liable, and the parties shall  
15 cooperate to remove the other parties name from such credit card and charge accounts so that  
16 RYAN is solely responsible for the credit cards in Paragraph II.1.A.v. above, and KALEY is  
17 solely responsible for the credit cards in Paragraphs II.1.A.i. through II.1.A.iv. In the event  
18 RYAN has incurred any unpaid charges on any of KALEY's credit cards or charge accounts,  
19 RYAN shall solely pay such charges immediately upon demand. In the event KALEY has  
20 incurred any unpaid charges on any of RYAN's credit cards or charge accounts. KALEY shall pay  
21 such charges immediately upon demand.

### 22           **III. SPOUSAL SUPPORT**

23           1. Each party hereby forever waives and relinquishes his/her right to seek or  
24 receive temporary support for the period prior to the date hereof from the other party at the present  
25 time and at any time in the future. Neither the Court in the Dissolution Proceeding nor any other  
26 court shall retain jurisdiction over the issue of temporary spousal support for the period prior to  
27 the date hereof between the parties relating to this marriage.

28           2. As and for non-taxable, non-modifiable spousal support, KALEY shall pay



1 to RYAN the lump sum of One Hundred and Sixty Five Thousand Dollars (\$165,000), payable  
2 one-half Eighty Two Thousand and Five Hundred Dollars (\$82,500) on or before the first day of  
3 the month following execution of this Judgment by the parties and their counsel, and one-half  
4 Eighty Two Thousand and Five Hundred Dollars (\$82,500) on or before the date ten (10) days  
5 after execution of this Judgment by the Court. KALEY shall have no obligation to pay any further  
6 spousal support to RYAN for any period or in any events, and upon her payment to RYAN of the  
7 foregoing One Hundred and Sixty Five Thousand Dollars (\$165,000) KALEY's support  
8 obligation will forever terminate. This award of spousal support and the termination of further  
9 spousal support to RYAN as set forth in this Judgment are absolute and non-modifiable for all  
10 purposes.

11           3. RYAN does hereby forever waive his right to seek or receive spousal  
12 support from KALEY after November 30, 2016, and for any amount in excess of the amount set  
13 forth in Paragraph III.2. and acknowledges that he understands that he will never be able to seek  
14 spousal support or any other funds for his maintenance from KALEY, or in any amount in excess  
15 of the sum set forth in Paragraph III.2. regardless of his condition of health, economic  
16 circumstances or any reason whatsoever. Under no circumstances, nor for any reason, shall said  
17 spousal support waiver be modified by the Court. Any right RYAN has to seek or receive spousal  
18 support from KALEY except as provided in Paragraph III.2, or in any amount in excess of the sum  
19 set forth in Paragraph III.2. is hereby irrevocably terminated.

20           4. KALEY does hereby forever waive her right to seek or receive spousal  
21 support from RYAN and acknowledges that she understands that she will never be able to seek  
22 spousal support or any other funds for her maintenance from RYAN, regardless of her condition  
23 of health, economic circumstances or any reason whatsoever. Under no circumstances, nor for any  
24 reason, shall said spousal support waiver be modified by the Court. Any right KALEY has to seek  
25 or receive spousal support from RYAN is hereby irrevocably terminated.

26           5. KALEY and RYAN have carefully bargained concerning all issues relating  
27 to spousal support, including the possible amount of spousal support, its duration, whether spousal  
28 support should be waived, terminated or be extendable, and whether jurisdiction over spousal



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1 support should be reserved for KALEY and RYAN. Both KALEY and RYAN have been advised  
2 that the provisions hereof terminating spousal support may create unexpected hardship, and have  
3 considered that possibility in agreeing to terminate support on the termination date set forth herein.  
4 Each party represents that she/he has been fully informed with respect to their rights to request and  
5 receive spousal support and/or to have the Court retain jurisdiction over the issue of spousal  
6 support and she/he has knowingly, carefully, and intentionally decided to waive those rights such  
7 that spousal support shall cease for each party as provided in this Judgment. Each party represents  
8 that she/he has carefully bargained for the support termination as provided in this Judgment and  
9 the provisions of this Paragraph III are intended to comply with the requirements of *In re*  
10 *Marriage of Vomacka* (1984) 36 Cal.3d. 459 and *In re Marriage of Brown* (1995) 35 Cal.App.4th.  
11 785 and *In re Marriage of Iberti* (1997) 55 Cal.App.4th 1434, to make clear that no Court shall  
12 have the authority to award spousal support from RYAN to KALEY at any time, or award spousal  
13 support from KALEY to RYAN in any amount in excess of the sum set forth in Paragraph III.2.  
14 RYAN shall not make application for spousal support from KALEY, or in any amount in excess  
15 of the sum set forth in Paragraph III.2. KALEY shall not make applications for spousal support  
16 from RYAN for any period.

17           6. Each party acknowledges his/her understanding and agreement that the  
18 waiver of his/her right to seek or receive spousal support as set forth herein is unqualified and  
19 irrevocable, that there are no exceptions to his/her waivers of these rights, and that he/she shall  
20 never be entitled to request or receive spousal support from the other at any time in the future for  
21 any reason. The Court shall not retain jurisdiction over the issue of spousal support between the  
22 parties relating to this marriage except as set forth herein. By way of example of the foregoing,  
23 and without in any way limiting the foregoing, if either party's income increases substantially and  
24 the other party's needs likewise increase substantially as a result of illness or accident, or any other  
25 reason, neither this Court nor any other court shall have any power to order spousal support  
26 payable to KALEY from RYAN at any time or from KALEY to RYAN in any amount in excess  
27 of the sum set forth in Paragraph III.2.

28 ///



1           **IV.     INDEMNIFICATIONS**

2           1.       Wherever the term "indemnify", "indemnify from" or "indemnify  
3 therefrom" is used in this Judgment, it shall be deemed to mean "indemnify and hold free and  
4 harmless from and against." All obligations of indemnification set forth in this Judgment are  
5 ordered to be performed forthwith upon written demand and shall be construed in the broadest  
6 form possible and shall include the obligation by the indemnitor to indemnify against all  
7 attorney's fees, expert's fees and litigation costs and expenses incurred by the indemnitee and to  
8 provide a complete defense, including, without limitation, payment of all attorney's fees, expert's  
9 fees and litigation costs and expenses incurred by the indemnitee.

10          2.       Each party shall indemnify the other from any and all debts and obligations  
11 relating to or arising out of the assets awarded or confirmed to her/him, respectively, in this  
12 Judgment, and the obligations she/he is assuming with respect to the property awarded or  
13 confirmed to her/him hereunder, respectively, and from all costs and expenses including, but not  
14 limited to, capital calls, taxes, contingent liabilities, potential liabilities, attorneys and accountants  
15 fees, in connection therewith.

16          3.       KALEY shall indemnify RYAN against any and all liabilities, claims,  
17 demands, losses, causes of action, damages, costs, expenses and/or judgments arising out of or in  
18 any way related to all of the assets awarded to her herein.

19          4.       RYAN shall indemnify KALEY against any and all liabilities, claims,  
20 demands, losses, causes of action, damages, costs, expenses and/or judgments arising out of or in  
21 any way related to all of the assets awarded to him herein.

22           **V.     WAIVER OF REIMBURSEMENTS**

23          1.       The recitals set forth in Section (i) through (x) herein above are true and  
24 correct pursuant to California *Evidence Code* Section 622 and are incorporated herein in their  
25 entirety by this reference.

26          2.       Each party waives all rights to reimbursement from the other party  
27 including, without limitation, for the following:

28           (A)     Epstein credits [*In re Marriage of Epstein* (1979) 24 Cal. App. 3d



76] and all rights of reimbursement to which a party may be entitled as a result of the payment of community obligations since the Date of Separation.

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

(C) Frick credits [*Marriage of Frick* (1986) Cal.App. 3d 997] and all rights of reimbursement to which a party or the community may be entitled as a result of one party's use of community assets for the improvement of separate property during marriage.

(D) All rights to reimbursement under *Family Code* Section 2640 or otherwise, for separate property contributed to the acquisition or maintenance of community property, including without limitation all Section 2640 claims which the parties may otherwise have.

(E) All rights of reimbursement pursuant to *Family Code* Section 2641, or otherwise, as a result of contributions made by the community or by either party for the education or training of one or both of the parties.

(F) Moore/Marsden/Bono/Sherman equitable apportionment rights [*Marriage of Moore* (1980) 28 Cal.3d 366; *Marriage of Marsden* (1982) 130 Cal.App.3d 425; *Bono v. Clark* (2002) 103 Cal.App.4th 1409; *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.

(G) Pereria/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.

(H) Claims pursuant to Imperato and Barnert (*Marriage of Imperato* (1975) 45 Cal.App.3d 432, and *Marriage of Barnert* (1978) 85 Cal.App.3d 413) that a portion of the increase in value of any business or professional interest is separate property.



1 (I) Claims against either party to account for community property  
2 received, possessed or expanded by either party after the Date of Separation other than as stated in  
3 this Judgment.

4 (J) Claims pursuant to Feldner [*Marriage of Feldner* (1995) 40  
5 Cal.App.4th 617], and other authority, for compensation to either party by the community for  
6 services rendered by such party for the benefit of the community for which such party has not  
7 been paid previously.

8 (K) Claims pursuant to Jeffries (credit and reimbursements) [*Marriage*  
9 *of Jeffries* (1991) 228 Cal.App.3d 548] for the allocation or offset of Epstein credits and Watts  
10 charges.

11 (L) Claims pursuant to Wolfe [*Marriage of Wolfe* (2001) 91 Cal.App.  
12 4th 962], where the community was entitled to reimbursement for community funds consensually  
13 used to improve one spouse's separate property.

14 (M) Claims pursuant to Allen [*Marriage of Allen* (2001) 96 Cal.App. 4th  
15 497], where the community was entitled to reimbursement of community funds to improve one  
16 spouse's separate property residence.

17 (N) Voluntary payment of expenses incurred for and on behalf of the  
18 other party prior to or subsequent to the Date of Separation.

19 (O) All claims to reimbursements from the other party and/or  
20 community estate regarding loans or payments made to or on behalf of the parties and/or the  
21 community estate subsequent to the date of separation through the date of the execution of this  
22 Judgment by the parties and their attorneys.

23 (P) All claims regarding spousal support owing prior to the Effective  
24 Date of this Judgment

25 (Q) Any other claims by or against either party, by or against the  
26 community estate for any credit, reimbursement or surcharge, except as otherwise provided for  
27 herein.

28 (R) Use by either party of the other's separate property for the benefit of



1 the community or for the benefit of a party's separate property whether before or after the date of  
2 separation.

3 (S) Claims or reimbursements for liability, property, automobile or  
4 other insurance premiums paid in advance of the Effective Date of this Judgment.

5 (T) All rights to reimbursement for gifts of community property made to  
6 third parties or regarding loans or payments made to or on behalf of the parties and/or the  
7 community estate before and after the Date of Separation; and

8 (U) All rights to reimbursement for the parties' respective receipt and  
9 use of community property funds prior to the Date of Separation.

10 3. The waivers set forth herein supersede all existing court orders, stipulations  
11 and agreements between the parties. The parties each have warranted and represented that said  
12 waivers are made as part of and in consideration for the division of assets as provided for in this  
13 Judgment.

14 **VI. INCOME TAX PROVISIONS:**

15 1. The parties previously filed joint federal and state individual income tax  
16 returns for the calendar year 2013 and each party represents that, to the best of his/her knowledge,  
17 the taxes required in connection with said return has heretofore been paid. The parties then filed  
18 joint federal and state individual income tax returns for the calendar year 2014 and each party  
19 represents that, to the best of his/her knowledge, the taxes for 2014 have heretofore been paid.

20 2. If a tax deficiency is assessed against the parties with respect to joint tax  
21 returns filed for the calendar years 2013 through 2014, as a result of KALEY's separate income,  
22 separate property or separate deductions, then KALEY shall be solely responsible for such tax  
23 deficiency and any costs of defending against such deficiency, and KALEY shall indemnify and  
24 hold RYAN harmless therefrom.

25 3. If a tax deficiency is assessed against the parties with respect to joint tax  
26 returns filed for the calendar years 2013 through 2014, as a result of RYAN's separate income,  
27 separate property or separate deductions, then RYAN shall be solely responsible for such tax  
28 deficiency and any costs of defending against such deficiency, and RYAN shall indemnify and



1 hold KALEY harmless therefrom.

2           4. Any loss and/or expense carry forward, any loss and/or expenses carry back  
3 or similar or other tax credits (including, without limitation, foreign tax credits) arising from any  
4 year for which joint tax returns were/are filed (collectively referred to in this Judgment as "Loss  
5 Carryovers"), shall be awarded to the party to whom the asset, from which the Loss Carryovers  
6 arose, is awarded in this Judgment.

7           5. As used in this Paragraph VI and elsewhere in this Judgment, the words  
8 "tax," "taxes," "income tax," "income taxes," "deficiency," or "refund" shall include interest and  
9 penalties, if any.

10           6. For calendar year 2015 and all subsequent years, the parties shall file  
11 separate tax returns and be solely and separately responsible for their respective tax liabilities. For  
12 calendar year 2015 each party shall report and pay all income taxes on all income earned by such  
13 party in 2015 from such party's labors rendered. KALEY shall be entitled to all itemized  
14 deductions (property taxes, charitable deductions, and other deductible expenses) and taxes paid to  
15 date for 2015 attributable to KALEY. RYAN shall be entitled to all itemized deductions (property  
16 taxes, charitable deductions and other deductible expenses), and taxes paid to date for 2015  
17 attributable to RYAN. In addition, each party shall separately file their own gift tax returns for  
18 2015 and all subsequent years, and shall indemnify and hold the other party free and harmless in  
19 connection therewith.

20           7. KALEY shall pay any and all taxes due on any separate income tax return  
21 hereafter filed by KALEY including, but not limited to, all taxes due, if any, by reason of the sale  
22 or exchange of an asset awarded to KALEY pursuant to this Judgment and she shall indemnify  
23 RYAN from any and all liability for any such taxes.

24           8. RYAN shall pay any and all taxes due on any separate income tax return  
25 hereafter filed by RYAN including, but not limited to, all taxes due, if any, by reason of the sale or  
26 exchange of an asset awarded to RYAN pursuant to this Judgment and he shall indemnify KALEY  
27 from any and all liability for any such taxes.

28           9. Each party shall forward to the other a copy of any tax deficiency notice,



1 audit, examination, or other request received from any federal, state or local taxing authority  
2 relating to any joint returns immediately upon receipt, by certified mail or Federal Express. Each  
3 party shall cooperate fully with the other in defending any claimed deficiencies or processing any  
4 claim for refund and shall execute any document reasonably requested by the other and shall  
5 furnish information and testimony with respect to any tax liability asserted by taxing authorities on  
6 any joint return.

## 7 VII. ATTORNEYS' FEES AND COSTS

8 1. KALEY shall be responsible for, and shall solely pay, her own attorneys'  
9 fees and costs and accountants' and other experts' fees and costs incurred in connection with the  
10 herein Dissolution Proceedings through the date of execution of this Judgment by the parties and  
11 their respective counsel. KALEY shall indemnify RYAN from such fees and costs.

12 2. KALEY has previously provided to RYAN the sum of Fifteen Thousand  
13 Dollars (\$15,000) as and for her contribution to RYAN's attorneys' fees and costs for the herein  
14 matter, and shall pay RYAN's attorneys, Hersh, Mannis and Bogen, LLP, the additional sum of  
15 Forty Thousand Dollars (\$40,000) forthwith. All of RYAN's attorney's fees and costs in excess  
16 of the Fifty Five Thousand Dollars (\$55,000) paid by KALEY, shall be solely paid by RYAN,  
17 who shall be solely responsible for, and shall solely pay, his own attorneys' fees and costs and  
18 accountants' and other experts' fees and costs incurred in connection with the herein Dissolution  
19 Proceedings through the date of execution of this Judgment by the parties and their respective  
20 counsel. RYAN shall indemnify KALEY from such fees and costs.

21 3. In addition to the foregoing, RYAN contends that he has an outstanding bill  
22 with Katten Muchin for legal services they rendered to him in connection with the Prenuptial  
23 Agreement in the sum of Nine Thousand Three Hundred and Eighty Seven Dollars (\$9,387).  
24 KALEY shall forthwith pay the sum of Nine Thousand Three Hundred and Eighty Seven Dollars  
25 (\$9,387) to Katten Muchin and any refund thereof or overpayment in connection therewith shall  
26 be paid solely to KALEY and RYAN shall cooperate with KALEY in that regard. RYAN shall  
27 indemnify and hold KALEY free and harmless from any further claims from Katten Muchin for  
28 RYAN's attorney fees.



4. The Court shall not retain jurisdiction to order either party to pay a contributive share of the other party's reasonable attorneys', accountants' and other experts' fees or costs incurred prior to the execution of this Judgment by both parties and their respective counsel.

5. In the event either party initiates any action (hereinafter, the "Initiating Party"), either at law or in equity, to set aside or invalidate all or any portion of this Judgment, and such action is unsuccessful, the Initiating Party shall pay all of the litigation costs, including, without limitation, reasonable attorney and expert witness fees and costs, incurred by the other party in defending against any such action or actions.

#### VIII. ADVICE OF COUNSEL

1. KALEY acknowledges that she has been represented in connection with the Dissolution Proceedings and with this Judgment by Liner LLP, by Scott K. Robinson, Esq.

2. RYAN acknowledges that he has been represented in connection with the Dissolution Proceedings and with this Judgment by Hersh, Mannis and Bogen, LLP, by James M. Simon, Esq.

3. Each party has read this Judgment and had ample opportunity to have it fully explained to her/him by his/her lawyer. The Court further finds that each party acknowledges that the provisions of this Judgment are consistent with his/her belief of reasonable compromises of matters which are capable of good faith dispute. The Court further finds that each party represents and warrants for herself/himself that this Judgment was entered into freely and voluntarily by her/him, and that she/he has had the opportunity to, and has, independently ascertained and weighed all of the facts, contentions and circumstances likely to influence her/his judgment with respect to all matters resolved in this Judgment.

4. Each party further individually represents and warrants that she/he was not acting under menace, duress, known fraud or undue influence of any kind whatsoever from any person, including the other party hereto, or her/his agents, in entering into this Judgment.

5. KALEY represents and acknowledges that her counsel has not made any representations to her regarding the tax consequences or tax effect of any of the matters set forth