

herein upon which she has relied. KALEY understands that she was advised to seek the assistance of an accountant or tax attorney to provide advice as to the tax consequences of this Judgment and the ramifications of the provisions of this Judgment. KALEY acknowledges that her counsel has given no recommendation, advice, opinion or statement concerning the tax consequences of this Judgment.

6. RYAN represents and acknowledges that his counsel has not made any representations to him regarding the tax consequences or tax effect of any of the matters set forth herein upon which he has relied. RYAN understands that he was advised to seek the assistance of an accountant or tax attorney to provide advice as to the tax consequences of this Judgment, and the ramifications of the provisions of this Judgment. RYAN acknowledges that his counsel has given no recommendation, advice, opinion or statement concerning the tax consequences of this Judgment.

7. KALEY represents and acknowledges that her counsel has advised her of *Family Code* Section 2024 advising parties to a dissolution of marriage to review their wills, insurance policies, retirement benefit plans, credit cards, credit accounts, credit reports, and other matters that they may wish to change. KALEY acknowledges that she has been advised to review all property rights and employment benefits that have survivorship or inheritance factors (including, without limitation, life insurance, pension, trusts, jointly held real and personal property, and bank accounts) to ensure that each expresses her present intent, particularly with respect to title and beneficiary designation.

8. RYAN represents and acknowledges that his counsel has advised him of *Family Code* Section 2024 advising parties to a dissolution of marriage to review their wills, insurance policies, retirement benefit plans, credit cards, credit accounts, credit reports, and other matters that they may wish to change. RYAN acknowledges that he has been advised to review all property rights and employment benefits that have survivorship or inheritance factors (including, without limitation, life insurance, pension, trusts, jointly held real and personal property, and bank accounts) to ensure that each expresses his present intent, particularly with respect to title and beneficiary designation.



9. KALEY represents and acknowledges that her counsel has advised her that in the event she has executed a Durable Power of Attorney for Health Care pursuant to Section 2500 of the California *Civil Code* and has specified her spouse as the designated agent, the designated spouse will become ineligible, as a matter of law, to act as the designated agent upon dissolution of their marriage.

10. RYAN represents and acknowledges that his counsel has advised him that in the event he has executed a Durable Power of Attorney for Health Care pursuant to Section 2500 of the California *Civil Code* and has specified his spouse as the designated agent, the designated spouse will become ineligible, as a matter of law, to act as the designated agent upon dissolution of their marriage.

11. Each party acknowledges his/her understanding that for such purposes, it will be necessary for her/him to appoint a new designated agent for purposes of a Durable Power of Attorney for Health Care.

#### IX. INCOMPLETE DISCOVERY

1. Each party represents and warrants that she/he has had full and unrestricted opportunity to utilize formal discovery procedures and the services of forensic accountants, appraisers, and other experts to inquire about each parties' assets, liabilities and contentions of the other party. Each party acknowledges that she/he has done as much investigation as she/he has desired or deemed appropriate with regard to the existence of assets, liabilities and the value of assets.

2. KALEY desires an expeditious settlement of all of the matters set forth in this Judgment, and she chose not to exercise all of the formal or informal discovery rights and valuation procedures available to her, including, without limitation, serving interrogatories and requests for admissions, issuing subpoenas, taking depositions, and/or obtaining expert appraisals of real, personal and business properties, partnerships and other assets. KALEY has knowingly waived her right to complete full and further formal discovery.

3. RYAN desires an expeditious settlement of all of the matters set forth in this Judgment, and he chose not to exercise all of the formal or informal discovery rights and



1 valuation procedures available to him, including, without limitation, serving interrogatories and  
2 requests for admissions, issuing subpoenas, taking depositions, and/or obtaining additional expert  
3 appraisals of real, personal and business properties, partnerships and other assets. RYAN has  
4 knowingly waived his right to complete full and further formal discovery.

5           4. Each party represents that she/he entered into this Judgment with the  
6 knowledge that she/he had the right to undertake formal discovery, and that she/he specifically, as  
7 her/his own voluntary act, waived her/his right to formal discovery. Each party acknowledges that  
8 she/he is satisfied with the information she/he has obtained from the other party, and that she/he  
9 does not desire, nor has she/he requested, any further formal discovery. RYAN and KALEY each  
10 independently and separately, represent that no one has promised or threatened anything to  
11 persuade or dissuade the other from inquiry or investigation, and that she/he accepts the economic  
12 terms of this Judgment with full knowledge of her/his rights to conduct further discovery. Each  
13 party waives her/his right to complete full discovery, both formal and informal, and/or to  
14 investigate fully the financial circumstances of the other party prior to signing this Judgment and  
15 she/he knowingly waives her/his right to do so. Each party for herself/himself acknowledges that  
16 by entering into a negotiated settlement of all financial issues between them, she/he has knowingly  
17 waived her/his right to a full evidentiary hearing on the merits with respect to all possible issues.  
18 In each case, each party for herself/himself acknowledges that each has been advised by his or her  
19 respective counsel that the economic benefits conferred on each by this Judgment may be better or  
20 worse than the economic benefits that would be conferred after such a full evidentiary hearing.  
21 Nevertheless, each party represents that she/he has considered the risk of litigation, the costs  
22 thereof and the delays litigation would cause, and she/he has decided that it is preferable to settle  
23 all the issues rather than to be subjected to the uncertainties, costs and delays associated with the  
24 litigation process. Each party, for herself/himself waives the right to seek to set aside or obviate  
25 any of the financial terms or conditions of this Judgment because of the foregoing waivers and/or  
26 her/his decision not to conduct further discovery, appraisals and/or investigations.

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**X. EXCHANGE OF PRELIMINARY AND FINAL DECLARATIONS OF DISCLOSURE**

Each of the parties represents and warrants that prior to execution of this Judgment, they have exchanged Preliminary and Final Declarations of Disclosure as required by *Family Code* Section 2104 *et. seq.* Each of the parties represents and warrants that she/he has expressly waived and released her/his rights to conduct further discovery as set forth above, and that she/he accepts the economic terms of this Judgment with full knowledge of her/his rights in light of the waivers contained in this Judgment. Each party further represents and warrants that she/he shall not have the right to set aside or obviate any of the financial terms or conditions of this Judgment by reason of the foregoing waivers and decisions not to conduct further discovery, appraisals and/or investigations.

**XI. OMITTED ASSETS OR LIABILITIES**

KALEY and RYAN warrant, one to the other, that neither of them knows of any property or assets or liabilities of any kind of description, of the parties, or either of the parties, except that which is identified in this Judgment and/or in each party's Declarations of Disclosure.

**XII. FURTHER WARRANTIES AND REPRESENTATIONS**

1. Each party represents and warrants to the other that she/he shall do nothing to change the tax basis of any asset allocated to the other party under the terms of this Judgment and neither party shall seek or claim any stepped-up or increased tax basis on any asset transferred to the other party pursuant to this Judgment. If either party seeks any stepped-up or increased basis, and by reason thereof the other is assessed or sought to be assessed with any tax liability, or an increase in existing tax liability, such party shall indemnify the other from and against any such tax liability or increased tax liability, including interest and penalties and all costs of defending against such tax assessment, including reasonable attorneys', accountants' and other experts' fees and costs. Nothing in this Judgment shall prevent a party from adjusting the tax basis of any asset confirmed or awarded to him or to her on account of events occurring after the asset is distributed to him or to her, respectively, under the terms of this Judgment.

2. KALEY represents and warrants to RYAN that she has no knowledge of,



1 nor has she created (or caused or permitted to be created) any lien or encumbrance upon any asset  
2 awarded or confirmed to RYAN, except as expressly set forth in this Judgment or as set forth in  
3 her Preliminary and Final Declarations of Disclosure.

4 3. RYAN represents and warrants to KALEY that he has no knowledge of, nor  
5 has he created (or caused or permitted to be created) any lien or encumbrance upon any asset  
6 awarded or confirmed to KALEY, except as expressly set forth in this Judgment or as set forth in  
7 his Preliminary and Final Declarations of Disclosure.

### 8 XIII. EXECUTION OF FURTHER INSTRUMENTS

9 Both parties are ordered to execute, acknowledge and deliver to the other party hereto,  
10 her/his heirs, executors, administrators or other representatives, all deeds, tax returns, amendments  
11 to tax returns, amended returns, releases, certificates of partnerships, escrow agreements,  
12 partnership agreements, refinancing agreements, loan applications, bills of sale, insurance  
13 documents, trust documents (including, without limitation, revocations, amendments and/or  
14 instructions from her/him to trustees), or other instruments, which may hereafter be necessary to  
15 enable either of the parties or their representatives to sell, transfer or own any real or personal  
16 property received or confirmed pursuant to this Judgment, or to carry out the terms of this  
17 Judgment so long as the requested party does not become subject to any liability by the terms of  
18 such document/instrument beyond those set forth in this Judgment. Notwithstanding the failure or  
19 refusal of either party to execute any such instruments, this Judgment shall constitute a full and  
20 complete transfer and conveyance of the assets and liabilities herein designated as being  
21 transferred, conveyed or assigned to a party. Should either KALEY or RYAN fail or refuse to  
22 execute and deliver any such reasonably requested document within ten (10) days after written  
23 demand therefor, the Los Angeles Superior Court may, upon proper application (and which  
24 application each of the parties agrees may be made on an ex parte basis), order the Clerk of Los  
25 Angeles County to act as a commissioner or referee with authority to execute and deliver such  
26 instruments to the demanding party.

### 27 XIV. WAIVER OF INTEREST IN FUTURE EARNINGS AND ACQUISITIONS

28 Each party shall hereafter own and hold the property received by her/him pursuant to the



1 terms of this Judgment, and all salaries and earnings and other property hereafter acquired by  
2 her/him, as her/his sole and separate property, free from any claim of the other (except relating to  
3 a default in an obligation set forth in this Judgment), or of any creditor of the other by reason of  
4 the laws of the State of California, or by reason of any other law or fact.

#### 5 **XV. RECIPROCAL WAIVER OF INHERITANCE**

6 Each party does (a) relinquish the right to act as administrator of the estate of the other, (b)  
7 give up all right to inherit from the other and all right to receive in any manner any property of the  
8 other upon the death of the other, either under the laws of succession or under community property  
9 laws or so-called "family allowance", probate homestead, or otherwise, and (c) give up all right to  
10 act as an executor, trustee, devisee, legatee or beneficiary under any last will and testament unless  
11 it was executed by deceased party after the date she/he signed this Judgment.

#### 12 **XVI. EFFECT OF RECONCILIATION**

13 Even if there is a reconciliation between the parties hereto, this Judgment, and all of its  
14 terms and provisions, shall continue in full force and effect until modified, altered or terminated  
15 by an agreement in writing signed by each of the parties hereto on a date after the signing of this  
16 Judgment, which agreement specifically states, in direct and unconditional language, that it is  
17 modifying this Judgment.

#### 18 **XVII. PARTIES BOUND**

19 This Judgment shall inure to the benefit of and be binding upon the parties hereto and their  
20 respective heirs, successors, executors, administrators, assigns and legal representatives.

#### 21 **XVIII. RELEASE**

22 1. RYAN and KALEY, each for herself/himself represents that by this  
23 Judgment she/he intends to settle all known rights and obligations between them, including any  
24 rights she/he may have under any of the doctrines and causes of action discussed in the case of  
25 *Marvin v. Marvin*, 18 Cal. 3d 660, 134 Cal. Rptr. 815 (1976) relating to pre-marriage  
26 discussions/actions and all aspects of their marital rights and obligations based on conduct prior to  
27 the date of signing of this Judgment, and she/he intends to, and does hereby release the other from  
28 all known liabilities, debts and obligations of every kind, previously incurred, including both



1 personal obligations and encumbrances of the other's property except those relating to a breach of  
2 fiduciary duty based on undisclosed assets or liabilities and except those arising by or as a result of  
3 this Judgment.

4           2. RYAN and KALEY have each released the other from any and all known  
5 liabilities, debts or obligations on their respective property that have been or will be incurred, and  
6 from any and all claims and demands based on conduct before this Judgment. It is understood and  
7 agreed that by this Judgment, RYAN and KALEY intend to settle all potential *Marvin v. Marvin*  
8 type claims as well as all aspects of their marital rights. RYAN and KALEY do each hereby  
9 release the other and the other's heirs, representatives, successors and assigns from any and all  
10 known claims, demands, costs, expenses, liabilities, actions and causes of action based on, arising  
11 out of, or in connection with any matter, fact or theory occurring prior to the date of signing of this  
12 Judgment, except that nothing herein contained shall relieve or discharge either KALEY or RYAN  
13 from any of her/his fiduciary duty obligations, or obligations under or arising from this Judgment  
14 or under any other instrument or document executed pursuant to the provisions of this Judgment or  
15 related thereto. RYAN and KALEY understand that there is a risk that subsequent to the date of  
16 signing of this Judgment, she/he may incur or suffer loss, damage or injury which is unknown or  
17 unanticipated as of the date of signing of this Judgment, and except as above provided, she/he has  
18 assumed said risk and acknowledges that this general release shall apply to all unknown or  
19 unanticipated matters, as well as to those known and anticipated. After explanation by their  
20 respective legal counsel, and except as above provided, KALEY and RYAN each waive all rights  
21 under California Civil Code section 1542, and any other comparable statute, provision or rule of  
22 law of any other jurisdiction. California *Civil Code* section 1542 reads as follows:

23           "Section 1542. General Release. A general release does not extend  
24 to claims which the creditor does not know or suspect to exist in his  
25 or her favor at the time of executing the release, which if known by  
him or her must have materially affected his settlement with the  
debtor."

26           Except for the benefits, rights and obligations created by this Judgment or reserved herein  
27 and except as to any action to enforce this Judgment and all rights and obligations that are  
28 contained in this Judgment or arise from its terms, it is the intention of the parties that this



1 Judgment shall be a full and final accord and satisfaction of all claims which she/he may have  
2 against the other. Each party does hereby warrant and represent that she/he has not heretofore  
3 assigned any of her/his claims against the other to any third person or entity.

#### 4 XIX. NOTICE PROVISION

5 Unless otherwise provided herein, all notices, statements, requests, instructions and other  
6 communications required by the terms of this Judgment shall be in writing and shall be deemed to  
7 have been received: (a) if personally delivered, on the Business Day (as hereinafter, defined) of  
8 such delivery, (b) if mailed by certified or registered mail, return receipt requested, as of the first  
9 Business Days after receipt, and (c) if delivered by prepaid overnight courier service, on the first  
10 Business Day after such delivery, as evidenced by the delivery receipt of such courier service. As  
11 used herein, "Business Day" shall mean any day other than Saturday, Sunday, or that is a  
12 California or national public holiday. For the purposes hereof, the addresses of the parties hereto  
13 (until notice of a change thereof is delivered to the other party as provided in this Paragraph) shall  
14 be as follows:

15 If to KALEY:

Kaley Cuoco  
c/o Craig Tessler  
Chapman, Bird & Tessler Inc.  
[REDACTED]

18 With a copy to:

Scott K. Robinson, Esq.  
Liner LLP  
[REDACTED]

21 If to RYAN:

Ryan Sweeting  
c/o James M. Simon, Esq.  
[REDACTED]

23 With a copy to:

James M. Simon, Esq.  
[REDACTED]

#### 25 XX. RESOLUTION OF DISPUTES

26 The Court reserves jurisdiction over the terms and conditions of this Judgment, except as  
27 to those terms which are non-modifiable, including such orders as may be necessary or convenient  
28 to enforce the terms and provisions of this Judgment.



**XXI. MISCELLANEOUS PROVISIONS**

1. All of the amounts for receivables/payables set forth in this Judgment are exclusive of accrued, unpaid interest. All of such accrued, unpaid interest is awarded to the party who receives the receivable/payable pursuant to this Judgment.

2. RYAN and KALEY have agreed that: (a) they have negotiated this Judgment in good faith; (b) they recognize that his/her interests were adverse during such negotiations(s); (c) neither has obtained an unfair advantage over the other as a result of this Judgment and neither party shall claim that the other party has obtained an unfair advantage; (d) there is sufficient mutual consideration to enter into this Judgment; and (e) she/he was not under undue influence or pressure in entering into this Judgment.

3. Both parties understand and acknowledge that there is a possibility that an asset awarded and/or confirmed to either of them hereunder may be sold after the date of entry of this Judgment for an amount either substantially greater or substantially 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 such sale. Each party further acknowledges that neither has warranted to the other the value of any asset awarded and/or confirmed by this Judgment.

4. This Judgment may not be modified, in whole or in part, except by a subsequent document executed with the same formality as this Judgment and signed by each of the parties.

5. In the event any portion or provision or clause or term of this Judgment shall be held illegal, unenforceable, void or voidable by the Court or any other court, each of the remaining terms hereof shall nevertheless remain in full force and effect as a separate contract.

6. Each party shall have the right, and the other party shall cooperate by doing all reasonable acts and supplying all appropriate documents, to confirm, if reasonably necessary, compliance with all provisions under this Judgment.

7. The party receiving specific property under this Judgment shall be entitled to, and the other party shall transfer and assign to her/him, all rights, titles, and interest in the



property, and such party also shall be entitled to existing insurance in the property, and the benefits, if any, of premiums previously paid on that insurance. Each party 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.

8. The party receiving specific property under this Judgment shall pay, from and after the date of this Judgment, all taxes assessed against such property including, but not limited to property taxes and federal and state taxes upon its ultimate sale, and all costs of maintenance thereof.

9. Nothing in this Judgment shall confer any rights upon any person or entity other than the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

10. The parties acknowledge that they each have the right to live separate from the other, free of any interference or harassment.

11. The headings used in this Judgment are for convenience only and shall have no legal force or effect.

12. Wherever required by the context hereof for logical interpretation, the singular shall be deemed to be plural and vice versa and the masculine, feminine and neuter genders shall be deemed to include the other.

13. The provisions of this Judgment constitute the entire agreement between KALEY and RYAN regarding the matters described herein. This Judgment supersedes all prior agreements and understandings, both oral and written, between KALEY and RYAN relating to the subject matters provided for herein.

14. This Judgment may be signed in any number of counterparts, and when signed by the parties and their attorneys' of record, each of which shall be deemed an original and all of which shall together constitute one and the same agreement.

15. As used herein the "Court" refers to the Superior Court of Los Angeles County (Central District), State of California. Jurisdiction shall be reserved by the Court, as also specifically mentioned elsewhere in this Judgment, for the following:



1 (A) Enforce the payment or performance of any obligation ordered paid,  
2 performed or allocated in this Judgment.

3 (B) Enforce the division of assets as agreed to in this Judgment.

4 (C) Enforce the execution of any documents required or reasonably  
5 necessary to carry out the terms of this Judgment.

6 16. No waiver of the breach of any of the terms or provisions of this Judgment  
7 shall be construed to be a waiver of any preceding or succeeding breach of the same or any other  
8 provision of this Judgment.

9 17. This Judgment has been prepared and reviewed by the joint efforts of  
10 KALEY's attorney and RYAN's attorney. This Judgment shall be interpreted fairly and simply,  
11 and not strictly for or against either party by reason of design by that party as the drafting or  
12 preparing party.

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18. This Judgment shall be subject to and shall be governed by and interpreted and construed under the laws of the State of California as those laws existed and were interpreted on the date the last party signed this Judgment.


I HAVE READ AND UNDERSTAND THE TERMS OF THE WITHIN JUDGMENT. I CONSENT TO ITS ENTRY AND AGREE TO BE BOUND BY IT.

THE FOREGOING IS AGREED TO BY:

DATED: Mar 1  
February 1, 2016


  
KALEY CHRISTINE CUOCO, Petitioner

DATED: Mar  
February 2, 2016

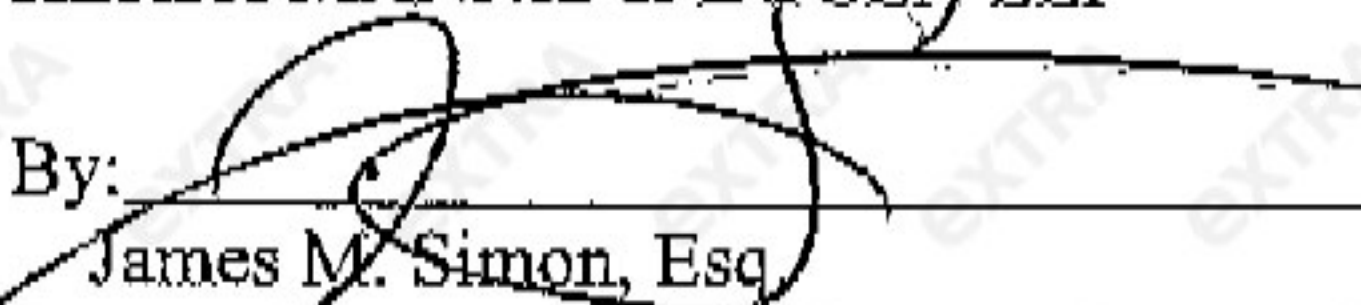
  
RYAN ANDREW SWEETING, Respondent

APPROVED AS CONFORMING TO THE AGREEMENT OF THE PARTIES:

DATED: Mar  
February 1, 2016

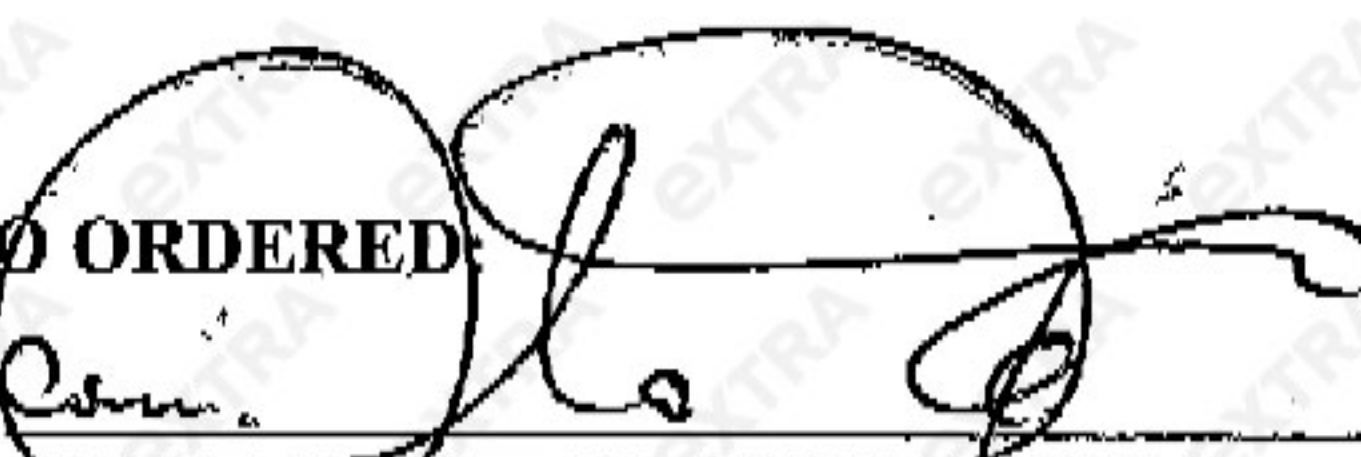
LINER LLP  
By:   
Scott K. Robinson, Esq.  
Attorneys for Petitioner, Kaley Christine Cuoco

DATED: March  
February 7, 2016

HERSH MANNIS & BOGEN LLP  
By:   
James M. Simon, Esq.  
Attorneys for Respondent, Ryan Andrew Sweeting

DATED: MAY 06 2016

IT IS SO ORDERED

  
JUDGE OF THE SUPERIOR COURT