

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):   TELEPHONE NO.: _____ FAX NO.(Optional): _____ EMAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	<i>FOR COURT USE ONLY</i>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b> <input type="checkbox"/> CENTRAL DIVISION, CENTRAL COURTHOUSE, 1100 UNION ST., SAN DIEGO, CA 92101 <input type="checkbox"/> EAST COUNTY DIVISION, 250 E. MAIN ST., EL CAJON, CA 92020 <input type="checkbox"/> NORTH COUNTY DIVISION, 325 S. MELROSE DR., VISTA, CA 92081 <input type="checkbox"/> SOUTH COUNTY DIVISION, 500 3RD AVE., CHULA VISTA, CA 91910	
PETITIONER	JUDGE
RESPONDENT	DEPT
<b>MANDATORY SETTLEMENT CONFERENCE TERM SHEET—DISSOLUTION OF MARRIAGE</b>	
CASE NUMBER	

By initialing each page of this term sheet, the parties acknowledge the information contained herein is true and correct.

- The terms of this agreement shall be enforceable pursuant to Code of Civ. Proc § 664.6, and will be incorporated into a Marital Settlement Agreement signed by counsel and both parties.
- The terms of this agreement constitute a stipulated judgment pursuant to Cal. Rules of Court, rule 5.411 which is submitted to the court today attached to a Judgment (JC Form #FL-180). The parties concurrently submit the Notice of Entry of Judgment (JC Form #FL-190).

**I. STATISTICAL INFORMATION**

The parties were married on \_\_\_\_\_. This action was filed on \_\_\_\_\_.

The parties separated on  the date listed in the Petition  the date listed in the Response  \_\_\_\_\_.

The court acquired jurisdiction on \_\_\_\_\_, which is  the date respondent was served with process  the date respondent appeared.

The parties request that marital status be terminated and the parties are restored to the status of single persons  today  on \_\_\_\_\_  a date to be determined on noticed motion of either party or on stipulation.

The  Petitioner  Respondent requests restoration of his/her former name to \_\_\_\_\_.

Preliminary Declaration of Disclosure. Both parties have served their preliminary declaration of disclosure and filed Declaration Regarding Service of Declaration of Disclosure and Income and Expense Declaration ("FL-141") (JC Form #FL-141) with the court.

Final Declaration of Disclosure.  
 Petitioner  Respondent served his/her final declaration of disclosure and filed FL-141 with the court.  
 Both parties agree to waive final declaration of disclosure requirements under Fam. Code § 2105.  
 Both parties have filed Stipulation and Waiver of Final Declaration of Disclosure (JC Form #FL-144) with the court.

OR

- The parties agree to waive the requirements of Fam Code § 2105(a) concerning the final declarations of disclosure and confirm under penalty of perjury as follows:
- Each has complied with Fam. Code § 2104 and the preliminary declarations of disclosure have been completed and exchanged.
  - Each has completed and exchanged a current Income and Expense Declaration (JC Form #FL-150) that includes all material facts and information on each party's earnings, accumulations, and expenses.
  - Each has fully complied with Fam. Code § 2102 and has fully augmented the preliminary declarations of disclosure, including disclosure of all material facts and information on the characterization of all assets and liabilities, the valuation of all assets which are community property or in which the community has an interest, and the amounts of all community debts and obligations.
  - Each makes this waiver knowingly, intelligently, and voluntarily.
  - Each party understands that this waiver does not limit the legal disclosure obligations of the parties but rather is a statement under penalty of perjury that those obligations have been fulfilled.
  - The parties also understand that if they do not comply with these obligations, the court will set aside the judgment.

Pet. (Initials) \_\_\_\_\_

Resp. (Initials) \_\_\_\_\_

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**Appearance, Stipulations, and Waivers.**

Respondent must check a box below:

- By filing this form, I make a general appearance.  I have previously made a general appearance.
- I am a member of the military services of the United States of America. I have read and understand the Declaration and Conditional Waiver of Rights Under the Servicemembers Civil Relief Act of 2003 (JC Form #FL-130(A)). A copy of the FL-130(A) shall be attached to the Judgment.

Agreements, stipulations, and waivers (choose all that apply):

- The parties agree that this cause may be decided as an uncontested matter. The parties waive their rights to notice of trial, a statement of decision, a motion for new trial, and the right to appeal.
- This matter may be decided by a commissioner sitting as a temporary judge.
- The parties have a written agreement that will be submitted to the court, or a stipulation for judgment will be submitted to the court and attached to Judgment (JC Form #FL-180).

**Minor Children.**

The minor children of the marriage are listed below.  Parentage is established for children born prior to the marriage. For any child named therein born prior to our marriage, parties acknowledge that they are the parents of that child and have attached or previously filed the requisite Advisement and Waiver of Rights Re: Establishment of Parental Relationship (JC Form #FL-235) for each such child.

Minor Child's Name	Date of Birth	Minor Child's Name	Date of Birth
1.		4.	
2.		5.	
3.		6.	

A Child Custody and Child Support Attachment (SDSC Form #D-294A) is incorporated into this agreement.

**II. SPOUSAL SUPPORT**

Petitioner  Respondent shall pay spousal support to the other party in the amount of \$\_\_\_\_\_ per month. The effective date is \_\_\_\_\_ and payable  on the 1<sup>st</sup> of the month  half on the 1<sup>st</sup> and half on the 15<sup>th</sup> of the month  other \_\_\_\_\_.

- Effective \_\_\_\_\_, spousal support is reduced to \_\_\_\_\_.
- Effective \_\_\_\_\_, spousal support is reduced to \_\_\_\_\_.
- Effective \_\_\_\_\_, spousal support is reduced to \_\_\_\_\_.

Spousal support shall be paid by an earnings assignment order. The obligor is responsible for the payment of support directly to the recipient until support payments are deducted from the payor's earnings, and for any support not paid by the assignment.

Pursuant to Fam. Code § 5260, the parties agree to stay service of an earnings assignment order. The obligor is responsible for making direct payments during any period when the wage assignment is not in effect.

Good cause for staying a wage assignment exists only when all of the following conditions exists as follows:

The stay of the wage assignment is in the best interests of the child as follows:

\_\_\_\_\_

\_\_\_\_\_

The obligor has a history of uninterrupted, full, and timely payment, other than through a wage assignment or other mandatory process of previously ordered support, during the previous 12 months.

The obligor does not owe an arrearage for prior support.

**Pet.** (Initials) \_\_\_\_\_

**Resp.** (Initials) \_\_\_\_\_

**Fam. Code § 4320 Factors**

- Marital standard of living.** The marital standard of living can generally be described as  modest  lower-middle class  middle-class  upper-middle class  upper class  \_\_\_\_\_.
- the combined annual income of the parties was approximately \_\_\_\_\_.
  - the parties' monthly living expenses were approximately \_\_\_\_\_.
  - the parties  did not own a home  owned a home valued at approximately \_\_\_\_\_.
  - the parties  did not vacation regularly  vacationed regularly at locations including \_\_\_\_\_.
  - the parties  drove modest vehicles  drove expensive vehicles including \_\_\_\_\_.
  - the parties  did not accumulate significant assets  accumulated assets including \_\_\_\_\_.
  - the parties spent beyond their means.

- Earning capacity.** The court considers the extent to which the earning capacity of each party is sufficient to maintain the standard of living established during marriage.

- The parties hereby incorporate, as Fam. Code § 4320 factors, the income and figures in the attached DissoMaster printout or the figures stated in the child support section of the Child Custody and Child Support Attachment (SDSC Form #D-294A) attached to this agreement.
- Petitioner's current earning capacity  is  is not sufficient to maintain the marital standard of living.
- Respondent's current earning capacity  is  is not sufficient to maintain the marital standard of living.
- Regarding the supported party's marketable skills:
  - (a) the job market for those skills is  strong  weak  \_\_\_\_\_.
  - (b) it will require the following time and expense for the supported party to acquire the appropriate education or training to develop marketable skills: \_\_\_\_\_.
  - (c) the supported party  needs  does not need retraining or education to acquire other more marketable skills or employment. Specifically: \_\_\_\_\_.
- The parties agree to the factors set forth in the chart below which represent their  current  and  marital standard of living:

Factor	Petitioner	Respondent
Filing Status & Exemptions		
Timeshare		
Wages/Salary		
Self-Employment Income		
Other Taxable Income		
Non-Taxable Income		
Health Insurance		
Union Dues		
Mandatory Retirement		
Voluntary Retirement		
Property Tax Expenses		
Mortgage Interest		
Charitable Contribution		
Other:		
Other:		

- Impaired earning capacity due to unemployment during marriage.** The supported party's earning capacity  was  was not impaired by periods of unemployment that were incurred during the marriage to permit the supported party to devote time to domestic duties.
- Contributions to attainment of education/career.** The supported party  did  did not contribute to the attainment of an education, training, career position, or license of the supporting party.

**Pet.** (Initials) \_\_\_\_\_

**Resp.** (Initials) \_\_\_\_\_

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**Fam. Code § 4320 Factors, continued.**

- Ability of supporting party to pay spousal support.** The supporting party has the ability to pay spousal support taking into account his/her earning capacity, income, assets, and standard of living.
  - Earning capacity: \_\_\_\_\_.
  - Income: \_\_\_\_\_.
  - Assets: \_\_\_\_\_.
  - Standard of living: \_\_\_\_\_.
- Needs of each party.** Information regarding the parties' needs was obtained from the parties' respective Income and Expense Declarations (JC Form #FL-150). The parties agree to the following findings:
  - Petitioner has reasonable monthly expenses of approximately \_\_\_\_\_. Petitioner  is  is not able to meet these needs consistent with the standard of living maintained during marriage.
  - Respondent has reasonable monthly expenses of approximately \_\_\_\_\_. Respondent  is  is not able to meet these needs consistent with the standard of living maintained during marriage.
- Obligations and assets, including the separate property of each party.**
  - For Petitioner: \_\_\_\_\_.
  - For Respondent: \_\_\_\_\_.
- Duration of marriage.** The duration of the marriage is \_\_\_\_\_ years and \_\_\_\_\_ months, which is considered to be a  short-term  long-term marriage.
- Ability of supported party to engage in gainful employment without interfering with the dependent minor children's interests.** There  are  are no minor children.
  - The supported party is able to engage in gainful employment without unduly interfering with the minor children's interests.
  - The supported party is not able to engage in gainful employment without unduly interfering with the minor children's interests. Specifically: \_\_\_\_\_.
- Age and health of the parties.**
  - Petitioner is \_\_\_\_\_ years old and in  good  fair  poor health. Petitioner  has no health problems that impact his/her ability to be gainfully employed OR  has the following health issues that impact his/her ability to be gainfully employed: \_\_\_\_\_.
  - Respondent is \_\_\_\_\_ years old and in  good  fair  poor health. Respondent  has no health problems that impact his/her ability to be gainfully employed OR  has the following health issues that impact his/her ability to be gainfully employed: \_\_\_\_\_.
- Domestic violence.**
  - There is no documented evidence of domestic violence.
  - There is documented evidence of domestic violence committed by  Petitioner  Respondent.
- Immediate and specific tax consequences to each party.**
  - There are no other immediate or specific tax consequences that bear on the support order.
  - Other tax consequences include: \_\_\_\_\_.
- Balance of the hardships.**
  - The balance of the hardships is relatively equal in this case.
  - The balance of the hardships favors Petitioner because \_\_\_\_\_.
  - The balance of the hardships favors Respondent because \_\_\_\_\_.
- Criminal conviction of an abusive spouse.**
  - This factor does not apply.
  - Petitioner  Respondent has a criminal conviction which the court has considered in ordering a reduction or elimination of a spousal support order in accordance with Fam. Code § 4324.5 or 4325.

Pet. (Initials) \_\_\_\_\_

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**Fam. Code § 4320 Factors** continued.

Any other factors the parties relied on in reaching this spousal award agreement:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The amount of spousal support agreed upon  does  does not meet the reasonable needs of the supported spouse consistent with the marital standard of living.

Spousal support payments shall terminate on the death of either party, remarriage of the supported party, \_\_\_\_\_, or further court order, whichever occurs first.

The parties agree that spousal support as agreed to shall be non-modifiable by the court, and terminates on \_\_\_\_\_.

Reservation of jurisdiction. The court reserves jurisdiction to award spousal support to  Petitioner  Respondent.

Waiver/Termination of jurisdiction.

The  Petitioner  Respondent waives any and all rights to spousal support from the other party and understands that this waiver is final and that he/she can never in the future petition any court for spousal support as a result of this marriage.

The court terminates jurisdiction to award spousal support to  Petitioner  Respondent effective \_\_\_\_\_.

It is the express intent of the parties that upon the effective date of this agreement, the court shall be immediately and forever divested of jurisdiction to extend spousal support payments or jurisdiction for spousal support beyond the effective date of the agreement. The parties specifically understand that they may never petition this court or any other court for spousal support, and that neither this court nor any other court shall have the power or right to extend spousal support rights beyond the effective date of this agreement.

Duty to become self-supporting. Pursuant to Fam. Code § 4330,  Petitioner  Respondent should make reasonable efforts to assist in providing for his/her support needs. It is the goal of this state that each party shall make reasonable good faith efforts to become self-supporting as provided for in Fam. Code § 4320. 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 support.

**III. ATTORNEY'S FEES**

Each party shall be obligated to pay his/her own attorney's fees and costs.

Petitioner  Respondent shall make a contribution towards the other party's attorney's fees and costs in the amount of \$\_\_\_\_\_ payable \_\_\_\_\_.

The existing order regarding the payment of attorney's fees and costs from the hearing on \_\_\_\_\_ remains in full force and effect.

**IV. ARREARS**

Spousal Support Arrears

Petitioner  Respondent owes spousal support arrears in the amount of \$\_\_\_\_\_ for the period \_\_\_\_\_. These arrears shall be paid as follows: \_\_\_\_\_.

Arrears accrue interest at 10% per annum until paid in full.

No spousal support arrears are owed by either party.

Attorney's Fees/Costs Arrears

Petitioner  Respondent remains obligated to pay attorney's fees/costs and/or sanctions pursuant to the court order from the hearing on \_\_\_\_\_. The current amount outstanding is \$\_\_\_\_\_.

No arrears for attorney's fees, costs, or sanctions are owed by either party to the other party.

Pet. (Initials) \_\_\_\_\_

Resp. (Initials) \_\_\_\_\_

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**V. PROPERTY**

Separate Property. The following separate property is confirmed to each party as set forth below.

<u>Petitioner</u>	<u>Respondent</u>

Community and co-owned property. Petitioner and Respondent distribute their community and co-owned assets as follows.

<u>Petitioner</u>	<u>Respondent</u>

Community Residence. The residence located at \_\_\_\_\_, shall be disposed of according to the following terms.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Pet.** (Initials) \_\_\_\_\_

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- Vehicles.** The vehicles and any associated debt are distributed as follows, and the parties shall hold one another harmless for any liability regarding these vehicles. Each party is responsible for obtaining and maintaining any insurance required for the vehicle received by that party.
- The party awarded a vehicle shall be solely responsible for any and all encumbrances on the vehicle and will hold the other harmless from those debts. The parties understand that creditors are not bound by this judgment. If a creditor seeks payment from the party who is not listed as responsible for the debt, that party can file a motion to seek reimbursement from the defaulting party.
  - The parties shall cooperate with all steps necessary, if any, to transfer title to vehicle(s) to the other and shall do so no later than \_\_\_\_\_.
  - The parties' vehicles and encumbrances thereon have been divided equally between the parties by agreement.
    - Each party is awarded as his/her sole and separate property the vehicles listed below without offset.
    - As set forth in the "Equalizing Payment" section of this document.
    - As follows: \_\_\_\_\_

<u>Petitioner</u>	<u>Respondent</u>

- Furniture and furnishings.**
- The parties' furniture, furnishings, art work, antiques, tools, and appliances have been divided equally between the parties by agreement. Each party is awarded as his/her sole and separate property the assets in his/her possession without offset.
  - The parties' furniture, furnishings, art work, antiques, tools, and appliances have been divided equally between the parties by agreement. Each party is awarded as his/her sole and separate property the assets in his/her possession with offset:
    - As set forth in the "Equalizing Payment" section of this document.
    - As follows: \_\_\_\_\_
  - The parties' furniture and furnishings are divided as follows:
    - The parties' furniture and furnishings are divided such that each keeps the property held in his/her possession, with the exception of the items listed in the chart below which are to be exchanged:
      - on date: \_\_\_\_\_ and location: \_\_\_\_\_.
      - on a date and time, and/or manner as mutually agreed between the parties.

<u>Petitioner</u>	<u>Respondent</u>

**Pet.** (Initials) \_\_\_\_\_

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Bank accounts. The bank accounts are confirmed as follows:

<u>Petitioner</u>	<u>Respondent</u>

- Each party shall be awarded the bank account(s) held in his or her respective name as that party's sole and separate property, without offset.
- Each party shall be awarded the bank account(s) held in his or her respective name as that party's sole and separate property, with offset
  - as set forth in the "Equalizing Payment" section of this document.
  - as follows: \_\_\_\_\_.
- All joint accounts shall be closed and the funds from the joint account shall be:
  - Equally divided at the time the account was closed.
  - Divided as follows between the parties: \_\_\_\_\_.
- There are no joint accounts currently open.

Debts. The Petitioner and Respondent are responsible for the following debts. Each party shall be solely responsible for paying the debts assigned to him or her and will hold the other harmless from those debts. The parties understand that creditors are not bound by this judgment. If a creditor seeks payment from the party who is not listed as responsible for the debt, that party can file a motion to seek reimbursement from the defaulting party.

<u>Petitioner</u>	<u>Respondent</u>

**Pet.** (Initials) \_\_\_\_\_

**Resp.** (Initials) \_\_\_\_\_

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**Sale of property.** The following property will be offered for sale and sold for the fair market value as soon as a willing buyer can be found. Unless otherwise stated below, the net proceeds from the sale of the property will be divided equally between the parties. Both parties shall cooperate in providing and/or signing documents required to effectuate the sale. The court reserves jurisdiction over all aspects of the sale.

<b>Property</b>	<b>Division of Sales Proceeds</b>

**Retirement benefits (defined contribution).** The parties shall divide the community interest in the following defined contribution plans:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

The community property portion consists of the amount of contributions made between the date of marriage and date of separation plus earnings, accumulations, and/or losses thereon, from the date of separation to the date of division of the account.

Other: \_\_\_\_\_

**Retirement benefits (defined benefit).** The parties shall divide the community interest in the following defined benefit plans, with the court reserving jurisdiction over all aspects of the division:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

The parties shall equally divide the community interest per the "time rule," such that the community is allocated a fraction of the benefits with the numerator representing length of service during marriage but before separation, and the denominator representing the employee spouse's total length of service.

The parties shall equally divide the community interest pursuant to the method required by the plan, and/or pursuant to the method recommended by the person hired to prepare the documents required to effectuate this division.

The parties shall cooperate in signing all documents necessary to effectuate this division, and in equally paying all costs associated with this division.

Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Retirement benefits.**

- Petitioner is awarded the \_\_\_\_\_ account with a date of separation value of \_\_\_\_\_.
- Petitioner is awarded the \_\_\_\_\_ account with a date of separation value of \_\_\_\_\_.
- Petitioner is awarded the \_\_\_\_\_ account with a date of separation value of \_\_\_\_\_.
- Petitioner is awarded the \_\_\_\_\_ account with a date of separation value of \_\_\_\_\_.
- Petitioner is awarded the \_\_\_\_\_ account with a date of separation value of \_\_\_\_\_.
- Petitioner is awarded the \_\_\_\_\_ account with a date of separation value of \_\_\_\_\_.
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

**Pet. (Initials)** \_\_\_\_\_

**Resp. (Initials)** \_\_\_\_\_

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- Retirement benefit—Domestic Relations Order (DRO)/Qualified Domestic Relations Order (QDRO). If necessary to effectuate the division of any retirement benefits divided pursuant to this agreement:
- The parties shall mutually retain a DRO or QDRO preparer to draft and serve the DRO/QDRO on the plan administrator.
  - The costs of the DRO/QDRO preparation shall be split equally and both parties shall provide the preparer with all information needed to complete the DRO/QDRO.
  - The court reserves jurisdiction to resolve any disputes relative to the DRO/QDRO.

Retirement benefits. Petitioner and Respondent acknowledge that they have a community interest in the other party's retirement, pension, and/or retirement savings accounts (e.g. 401(k), 403b, 457, Roth, etc.), and hereby agree to waive that interest. Each party shall retain his/her own retirement, pension, and retirement savings accounts.

The parties agree this court lacks jurisdiction due to U.S.C. § 1048 [*IRMO Tucker*] to divide the military retirement benefits.

Military retirement benefits.

- Petitioner  Respondent has/have an Armed Forces Retirement System account.
- Petitioner  Respondent has/have yet to retire from active service.
- Petitioner retired on \_\_\_\_\_.  Respondent retired on \_\_\_\_\_.
- Number of years and months from date of marriage to date of termination of marriage: \_\_\_\_\_ years \_\_\_\_\_ months.
- Petitioner's rank at date of termination of marriage \_\_\_\_\_.
- Respondent's rank at date of termination of marriage \_\_\_\_\_.
- The community property interest in Military Spouse's Armed Forces Retirement System account will be equally split between the parties via Military Division Order (MDO).
- The parties shall divide the military retirement benefits as follows:

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The court shall retain jurisdiction to make any orders to effect the division of the community interest in Military Spouse's Military Retired Pay.

Former Spouse  is  is not awarded an interest in survivor benefits under a Survivor Benefit Plan (SBP). If awarded, Former Spouse shall make a Former Spouse beneficiary election utilizing the Military DD forms within one year of entry of this judgment.

The parties understand NDAA 2017 went into effect as of December 23, 2016 and regulations are still evolving to adapt to resulting changes. This court shall retain jurisdiction over all retirement benefits to effect an equal division of community property rights. The court has the authority to adjust orders as required to conform to rules and regulations not yet issued as of entry of judgment.

- In light of *Howell v. Howell* (2017) — U.S. —, 137 S.Ct. 1400, and in the interest of global settlement, each Military Member voluntarily and contractually agrees to indemnify and reimburse Former Spouse for any reduction in benefits payable to Former Spouse because of Military Member's waiver of disposable retired pay. The reimbursement shall be a dollar for dollar reimbursement and may be made in a dollar for dollar spousal support award adjustment. Notwithstanding any agreements in Section IV, the court retains jurisdiction over spousal support to effect any adjustment that may be required due to a waiver of disposable retired pay and this court shall have the authority to make adjustments on a dollar for dollar basis.
- Notwithstanding any agreements in Section IV, the court reserves jurisdiction over spousal support to effect any adjustment that may be required due to a waiver of disposable retired pay. Both parties understand the court does not have authority to use spousal support as a tool to compensate Former Spouse dollar for dollar for any divested amounts resulting from a waiver of disposable retired pay. Any adjustment to spousal support may only be made by findings under the Fam. Code § 4320 factors.

**Pet.** (Initials) \_\_\_\_\_

**Resp.** (Initials) \_\_\_\_\_

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Other.

<u>Petitioner</u>	<u>Respondent</u>

**VI. EQUALIZING PAYMENT**

To equalize the division of community property  Petitioner  Respondent shall pay \_\_\_\_\_ to the other party as follows: \_\_\_\_\_

The parties have equally divided their community property such that neither party is obligated to make an equalization payment.

**VII. REIMBURSEMENT WAIVERS**

- Except as may be specifically provided to the contrary in this agreement, as part of the division of the community property each party waives all rights of reimbursement for the following:
  - "Epstein" credits (*In re Marriage of Epstein* (1979) 24 Cal.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.
  - "Watts" charges (*In re Marriage of Watts* (1985) 171 Cal.App.3d 366) 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 since the date of separation.
  - "Frick" credits (*In re Marriage of Frick* (1986) 181 Cal.App.3d 997) and all rights of reimbursement to which a party or the community may be entitled due to one party's use of community assets for the improvement of separate property during marriage.
  - All rights of reimbursement pursuant to Fam. Code § 2640, or otherwise, for separate property contributed to the acquisition or improvement of community property or the other party's separate property.
  - All rights of reimbursement pursuant to Fam. Code § 2641, or otherwise, due the community or a party for contributions made by the community or either of the parties to the education or training of a party.
  - All rights of reimbursement pursuant to Fam. Code § 915, or otherwise, due the community for payment by the community of a child support or spousal support obligation of either party arising from a prior marriage or relationship.
  - "Moore" / "Marsden" / "Bono" / "Sherman" equitable apportionment (*In re Marriage of Moore* (1980) 28 Cal.3d 366; *In re Marriage of Marsden* (1982) 130 Cal.App.3d 426; *Bono v. Clark* (2002) 103 Cal.App.4th 1409; *In re Marriage of Sherman* (2005) 133 Cal.App.4th 795) and all rights to which the community may be entitled as a result of community property contributed to the acquisition or improvement of a party's separate property.
  - Damages for any misappropriation or breach of fiduciary duty, other than a material misstatement on a party's Final Declaration of Disclosure or any amendments thereto.
  - Any rights to make any claims regarding the parties' premarital relationship pursuant to *Marvin v. Marvin* (1976) Cal 3d 660.

Pet. (Initials) \_\_\_\_\_

Resp. (Initials) \_\_\_\_\_



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Number of pages attached: \_\_\_\_\_

**ACKNOWLEDGEMENTS**

- Each party acknowledges and declares that he or she, respectively:
- is fully and completely informed as to the facts relating to the subject matter of this agreement, and as to the rights and liabilities of both parties;
  - enters into this agreement voluntarily, free from fraud, undue influence, coercion or duress of any kind;
  - has given careful and mature thought to the making of this agreement; and
  - fully and completely understands the legal effect of each provision of this agreement.

The foregoing is agreed to by:

Date: \_\_\_\_\_  
\_\_\_\_\_  
Signature of Petitioner

Date: \_\_\_\_\_  
\_\_\_\_\_  
Signature of Respondent

Approved as conforming to the agreement of the parties:

Date: \_\_\_\_\_  
\_\_\_\_\_  
Signature of Attorney for Petitioner

Date: \_\_\_\_\_  
\_\_\_\_\_  
Signature of Attorney for Respondent

**IT IS SO ORDERED:**

Date: \_\_\_\_\_  
\_\_\_\_\_  
Judge/Commissioner of the Superior Court

**Pet. (Initials)** \_\_\_\_\_

**Resp. (Initials)** \_\_\_\_\_