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RECORDING REQUESTED BY:
 NAPA COUNTY DISTRICT ATTORNEY
 FAMILY SUPPORT DIVISION
 1001 SECOND STREET
 P.O. BOX 5720
 NAPA CA 94581
 NDA No. 2-19518
 Exempt pursuant to California
 Government Code § 6103.9
 DEFENDANT'S SS#: _____

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ATTORNEY OR PARTY WITHOUT ATTORNEY: <u>PAUL A. BARDWELL</u> (707)257-8100 <u>Murphy, Logan, Bardwell & Day</u> <u>P.O. Box 5508</u> <u>Napa, CA 94581-0508</u>		FOR COURT USE ONLY FILED JUL 29 1991 JAMICE F. NORTON CLERK OF SUPERIOR COURT DEPUTY
CERTIFIED COPY ATTORNEY FOR (Plaintiff) <u>Respondent - Steven F. Thomas</u> SUPERIOR COURT OF CALIFORNIA, COUNTY OF <u>NAPA</u> STREET ADDRESS <u>825 Brown Street</u> MAILING ADDRESS <u>P.O. Box 830</u> CITY AND ZIP CODE <u>Napa, California 94559-0880</u> BRANCH NAME _____		
This is a true copy of the record. If it bears the seal, imprinted in purple ink, the date of issuance and an original signature. Dated <u>JUL 30 1992</u> JAMICE F. NORTON, Court Executive Napa County, California By <u>[Signature]</u> Deputy		
MARRIAGE OF : <u>THOMAS</u> PETITIONER: <u>STEPHANIE L. THOMAS</u> RESPONDENT: <u>STEVEN F. THOMAS</u>		
JUDGMENT <input checked="" type="checkbox"/> Dissolution <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital status Date marital status ends: <u>UPON FILING</u>		CASE NUMBER: 60553

- This proceeding was heard as follows: ☐ default or uncontested ☒ by declaration under Civil Code, § 4511 ☐ contested
 - Date: _____ Dept: _____ Rm: _____
 - Judge (name): _____ ☐ Temporary judge
 - ☐ Petitioner present in court ☐ Attorney present in court (name): _____
 - ☐ Respondent present in court ☐ Attorney present in court (name): _____
 - ☐ Claimant present in court (name): _____ ☐ Attorney present in court (name): _____
- The court acquired jurisdiction of the respondent on (date): August 2, 1990
☒ Respondent was served with process ☐ Respondent appeared
- THE COURT ORDERS, GOOD CAUSE APPEARING:
 - ☒ Judgment of dissolution be entered. Marital status is terminated and the parties are restored to the status of unmarried persons
 - ☒ on the following date (specify): UPON FILING
 - ☐ on a date to be determined on noticed motion of either party or on stipulation.
 - ☐ Judgment of legal separation be entered.
 - ☐ Judgment of nullity be entered and the parties are declared to be unmarried persons on the ground of (specify): _____
- THE COURT FURTHER ORDERS:
 - Jurisdiction is reserved to make other and further orders necessary to carry out this judgment.
 - ☐ Wife's former name be restored (specify): _____
 - ☐ This judgment shall be entered nunc pro tunc as of (date): _____
 - ☐ Jurisdiction is reserved over all other issues and all present orders remain in effect except as provided below.
 - Any payment for spousal or family support contained in this judgment shall terminate upon the death of the payee unless otherwise provided.
 - ☒ Other (specify): The parties have entered into a Marital Settlement Agreement, the same being attached hereto and incorporated herein by reference, and the parties are heretofore ordered to carry out the terms and provisions thereof.

Date: _____

XXXXXX XXXXXX XXXXXX

5. Number of pages attached: Eleven (11)☒ Signature follows last attachment

- NOTICE -

- Please review your will, insurance policies, retirement benefit plans, and other matters you may want to change in view of the dissolution or annulment of your marriage. Ending your marriage may automatically change a disposition made by your will to your former spouse.
- A debt or obligation may be assigned to one party as part of the division 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.
- If you fail to pay any court-ordered child support, an assignment of your wages will be obtained without further notice to you.

MARITAL SETTLEMENT AGREEMENT

STEVEN F. THOMAS, (referred to herein as "Husband"), who resides in Napa, California, and STEPHANIE L. THOMAS, (referred to herein as "Wife"), who resides in Napa, California, make this Agreement as of the date provided in paragraph 24 below.

1. Statistical Facts. This Agreement is made with reference to the following facts:

- (a) The parties were married March 30, 1985 and ever since have been and are Husband and Wife.
- (b) The parties separated May 30, 1990, which is five years and two months from the date of the marriage.
- (c) There are two minor children the issue of this marriage; to wit: BRYNDEL C. THOMAS, a female, born February 24, 1986 and BRYELES R. THOMAS, a male, born September 6, 1988.

2. Agreement to Separate. Because unhappy differences have arisen between them, the parties have agreed to separate and to live permanently apart.

3. Recital of Marital Proceedings on File. A proceeding for dissolution of marriage has been filed by Wife in the Superior Court, County of Napa, Case Number 60553.

4. Purpose of Agreement. The purpose of this Agreement is to make a final and complete settlement of all rights and obligations between the parties, including their respective property rights and

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Attorney at Law

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their rights and obligations concerning the support of each other.

5. Health and Earning Capacities. Husband is in good health and does not require extraordinary medical attention. Husband is a self-employed contractor and earns approximately \$1,950. after payment of mandatory deductions and income taxes.

Wife is in good health and does not require extraordinary medical attention. Wife is employed by the Napa County Office of Education as an instructional assistant and earns approximately \$1,200. after payment of mandatory deductions and income taxes.

6. Spousal Support. Each of the parties waives their respective right to receive support from the other, each party recognizing and understanding that such a waiver of support is permanent and irrevocable and that both parties are forever precluded from seeking such support from the other.

7. Child Custody. The parties agree that they shall have joint legal and physical custody of the minor children.

The physical custody of the children shall be alternating weeks between the parties with an exchange time Mondays after the children attend day care or school.

The parties agree that if there is a medical emergency or any other kind of emergency while the children are in their care, each will inform the other immediately of such emergency.

The parties agree that each shall be involved in all school functions and the children's educational needs.

The parties agree that neither shall drive a motor vehicle with the children after the consumption of alcohol or illegal

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drugs. Further, both parties shall use appropriate seat belts for the children while they are in a motor vehicle.

Neither party shall leave the children unattended without appropriate adult supervision.

8. Child Visitation. The parties agree that the non-custodial parent shall have the right to visit the minor children at such reasonable times and places as the parties may agree, subject to the following specific visitation rights.

Each party shall have the right to have the children for a two week summer vacation as designated in writing to the other party 30 days in advance.

During the Christmas vacation, the children shall spend Christmas Eve until Christmas morning at 9:00 a.m. with the Husband in all even numbered years and with Wife in all odd numbered years.

The minor children shall spend Thanksgiving in all even numbered years with the Husband and in all odd numbered years with the Wife.

The parties agree to plan the minor children's birthdays and special days together each year or will plan to divide the time equally between them.

9. Child Support. Husband agrees to pay to Wife for the support, maintenance, and education of the minor children of the parties, to wit: BRYNDEL C. THOMAS, born February 24, 1986 and BRYELES R. THOMAS, born September 6, 1988 the total sum of Two Hundred Fifty (\$250.00) Dollars per month, being an individual child support obligation of One Hundred Twenty-five (\$125.00)

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Dollars per month per child, said sum payable in advance on the 10th day of each month commencing August 10, 1991.

Such sums for child support shall continue until the minor child dies, reaches the age of majority (or until age 19 if a full time secondary student and residing with Wife), marries, or until further order of this court, which ever event shall first occur.

The parties have entered into an agreement for child support which meets the requirements of Rule 1274 of the California Rules of Court and pursuant to Rule 1274 of the California Rules of Court Husband and Wife hereby agree and declare as follows:

- A. We are fully informed of our rights pursuant to Rule 1274 of the Rules of Court and California Civil Code 4700, et seq. and that the child support award contained in this Agreement is agreed to by both of us without coercion or duress.
- B. We further agree and declare that this Agreement is in the best interest of our children and our children's needs will be adequately met by the child support provisions contained in this Agreement.
- C. The right to support has not been assigned to any County pursuant to Section 11477 of the Welfare and Institutions Code, and no public assistance application by either of us is now pending.
- D. We both agree and understand that, if the provisions for child support contained in this Agreement result in a child support award below the guideline level provided for in Rule 1274 of the Rules of Court, no change in circumstance need be demonstrated to obtain a modification of the child support to the applicable guideline level or above.

Wife agrees to maintain all existing health, medical, and dental insurance policies for the benefit of the minor children of the parties. The parties agree to equally bear and pay all unreimbursed medical and dental expenses, including orthodontia

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care.

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Wife agrees to pay all day care expenses for the minor children including such expenses as may be necessary during the custodial period when Husband has the children and as more particularly set forth above.

10. Division of Community Property. The parties agree to divide their assets as set forth herein and agree that such a division represents an equal division of the community property. The assets received by each party under this division shall be the recipient's separate property.

To Husband:

- a) Miscellaneous personal property and household furnishings presently in his possession;
- b) All right, title and interest, including any debts associated therewith, to Husband's business known as Thomas Enterprises, a sole proprietorship;
- c) 1990 Ford 4-wheel drive pickup truck;
- d) Boat and trailer;
- e) Proceeds of sale from a Chevrolet Suburban vehicle;
- f) All tools and equipment associated with Husband's business known as Thomas Enterprises, or any other tools and equipment that Husband may have in his possession;
- g) Harley Davidson motorcycle;
- h) 2 silver bars;
- i) Stock in Vintage Bank;
- j) Real properties located in the State of Oregon and acquired by Husband prior to marriage, described as

A.F R-3509-01100-00700-000008 -3509-01100-00800-
000 and R-3509-01100-00900-000;

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- k) All funds held in the trust account of his attorney, Paul A. Bardwell, in the approximate sum of \$23,272.00, save and except for the specific sum of \$8,750.00, which sum shall be rendered by Husband's attorney directly to Wife from said trust account.

To Wife:

- a) Miscellaneous personal property and household furnishings presently in her possession;
- b) All employee benefits, including retirement benefits, arising through her employment and with the County of Napa;
- c) 1985 Chevrolet Blazer, license plate 1MRM061;
- d) \$8,750.00 from the trust account of Paul A. Bardwell and as set forth above.

11. Division of Community Debts. The parties warrant and agree that there exist two debts still existing from the marriage other than those debts which may be associated with Husband's business known as Thomas Enterprises. The two debts still existing from the date of separation between the parties are a Visa credit card debt in the approximate sum of \$3,000. and a Mastercard credit card debt in the approximate sum of \$3,000. Husband shall pay both debts in full and hold Wife harmless therefrom.

12. Warranty Against Undisclosed Assets. Each of the parties warrants to the other that the warrantor does not own any property of any kind other than the property listed in paragraph 10 of this

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agreement. If it later appears that either warrantor now owns any other property, and that the warrantee has interest in this other property, the warrantor agrees to transfer or to pay to the warrantee at the warrantee's election (a) an amount of the other's property equal to the warrantee's interest in it if it is reasonable susceptible of division, (b) the full market value of the warrantee's interest on the effective date of this agreement, or (c) the full value of the warrantee's interest at the time the warrantee discovers the warrantor's ownership of the property. This agreement is not intended to impair the availability, in a Court of competent jurisdiction, of the granting of any other available remedies arising from the undisclosed ownership.

13. Warranty Against Other Obligations. Each of the parties warrants to the other that on or before the execution of this agreement, the warrantor has not incurred any obligation that is not disclosed by this Agreement and that is either an obligation on which the other party is or may become personally liable or an obligation that could be enforced at any time against an asset held or to be received under this Agreement by the other party. Each of the parties covenants not to incur any such obligation on or after the execution of this Agreement except as expressly authorized by this Agreement, by subsequent agreement between the parties hereto, or by Order of a Court of proper jurisdiction.

Each party agrees that he or she shall indemnify the other against liability on any obligation whose existence or incurrence transgresses the indemnitor's warranty or covenant herein, and

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shall, at his or her sole expense defend the other party against any claim, action or proceeding whether or not well founded brought to assert any such liability.

14. Representation by Counsel. Husband has retained PAUL A. BARDWELL, an attorney at law duly licensed to practice in the State of California to advise him in connection with this Agreement.

Wife has retained MARY A. ROSSY, an attorney at law, duly licensed to practice in the State of California, to advise her in connection with this Agreement.

The parties further agree that they have been represented by and have relied on counsel of their own choosing in negotiations for and in preparation of this Agreement; and they have read this Agreement and it was explained fully to them by their respective counsel; and that they are fully aware of the contents. Husband and Wife further declare that they have read this Agreement and understand and accept its contents, and there have been no promises or agreements by either party to the other, except as set forth herein, that were relied on by either as inducement to enter into this Agreement, and that this Agreement has been entered into voluntarily, free from duress, fraud, undue influence, coercion, or misrepresentation of any kind.

15. Attorney's Fees. Each of the parties agree to pay their own attorney fees incurred in this action.

16. Agreement is Entire. This Agreement contains the entire agreement of the parties on the matters it covers and it supersedes any previous agreement between the parties. No other agreement,

statement or promise made by or to either of the parties or the agents or representatives of either of them shall be binding on us unless it is in writing and signed by both of the parties.

17. Heirs, Successors, Assigns. This Agreement shall inure to the benefit of and be binding on each of the parties and the heirs, personal representatives, assigns, and other successors in interest of each of the parties.

18. Reconciliation. Any reconciliation between the parties shall not cancel, terminate, or modify the force or effect of any provision of this Agreement dealing with the present assets or obligations of either or both of them, including (a) lists of these assets, (b) provisions for the partition, division, or other disposition of these assets, and (c) warranties, promises or indemnity and other provisions against nondisclosure of these assets or of past gifts.

19. Future Acquisitions. The parties agree that all property acquired by either after the effective date of this Agreement shall be the separate property of the one acquiring it, and each party waives and releases all property rights in these subsequent property acquisitions by the other.

20. Inheritance. Each of the parties waives and renounces any and all rights to inherit the estate of the other at the other's death or to receive any property of the other under a Will executed before the effective date of this Agreement or to claim any family allowance or probate homestead from the other's estate or to act as executor or other personal representative under a Will

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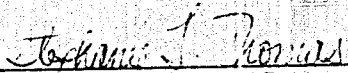
of the other executed before the effective date of this Agreement, or to act as administrator or as administrator with the Will annexed of the other's estate except as the nominee of another person who is legally entitled to make nominations for administrator.

21. Execution of Further Instruments. Each party agrees, on the demand of the other, to execute or deliver any instruments, furnish any information, or perform any other act reasonably necessary to carry out the provisions of this Agreement without undue delay or expense. Either party who fails to comply with this paragraph shall reimburse the other party for any expenses including attorney fees and Court costs, that as a result of this failure, become reasonably necessary for carrying out this Agreement.

22. Incorporation and Merger Into Judgment. This Agreement shall be submitted to the Court for incorporation and merger into the Judgment in the pending proceeding between the parties.

23. Copies. Any executed copy of this Agreement shall be deemed an original for all purposes.

24. Effective Date. We execute this Agreement on this 24 day of July, 1991 and make it effective as of this date.


STEPHANIE L. THOMAS


STEVEN F. THOMAS

PAUL A. BARDWELL
Attorney at Law

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Approved as to form and content.

Dated: July 22, 1991

Dated: July 24, 1991

MARY A. ROSSY
Attorney for Wife

Paul A. Bardwell
PAUL A. BARDWELL
Attorney for Husband

ORDER

IT IS SO ORDERED.

Dated: July 29, 1991

[Signature]
JUDGE OF THE SUPERIOR COURT

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Napa Co. District Atty the 3rd day
of Sept. A.D., 19 92 at 11:55 o'clock A M., and duly recorded in Vol. M92,
of Co. Lien Docket on Page 20211.

FEE \$60.00

Evelyn Biehn County Clerk

By Douise Mulendore

PAUL A. BARDWELL
Attorney at Law

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