

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): LAW OFFICES OF LORRAINE C. GOLLUB (213) 202-1171 9696 Culver Blvd., Suite 301 Culver City, CA 90232 State Bar No.: 43388		TELEPHONE NO.: FOR COURT USE ONLY
ATTORNEY FOR (Name): Petitioner, ROBERT L. ELI SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 415 S. Ocean Blvd. MAILING ADDRESS: Same as above CITY AND ZIP CODE: Long Beach, CA 90802 BRANCH NAME: South District		FILED JUN 25 1990 FRANK S. ZOLIN COUNTY CLERK. <i>L. Hironaka</i> BY L. HIRONAKA, DEPUTY
MARRIAGE OF PETITIONER: ROBERT L. ELI RESPONDENT: R. ROSALIE ELI		
JUDGMENT <input checked="" type="checkbox"/> Dissolution <input type="checkbox"/> Legal separation <input type="checkbox"/> Nullity <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital status Date marital status ends: September 15, 1990		CASE NUMBER: SOD 111 191

1. This proceeding was heard as follows: ☒ default or uncontested ☐ by declaration under Civil Code, § 4511 ☐ contested
- a. Date: **August 29, 1990** Dept.: **SO"A"** Rm.: _____
- b. Judge (name): **GEORGE KALINSKY** ☒ Temporary judge
- c. ☒ Petitioner present in court ☒ Attorney present in court (name): **LORRAINE C. GOLLUB**
- d. ☒ Respondent present in court ☒ Attorney present in court (name): **KENNETH E. MICK**
- e. ☐ Claimant present in court (name): _____ Attorney present in court (name): _____
2. The court acquired jurisdiction of the respondent on (date): **9/12/89**
☒ Respondent was served with process ☐ Respondent appeared
3. THE COURT ORDERS, GOOD CAUSE APPEARING:
- a. ☒ Judgment of dissolution be entered. Marital status is terminated and the parties are restored to the status of unmarried persons
 (1) ☒ on the following date (specify): **September 15, 1990**
 (2) ☐ on a date to be determined on noticed motion of either party or on stipulation.
- b. ☐ Judgment of legal separation be entered.
- c. ☐ Judgment of nullity be entered and the parties are declared to be unmarried persons on the ground of (specify): _____
4. THE COURT FURTHER ORDERS:
- a. Jurisdiction is reserved to make other and further orders necessary to carry out this judgment.
- b. ☐ Wife's former name be restored (specify): _____
- c. ☐ This judgment shall be entered nunc pro tunc as of (date): _____
- d. ☐ Jurisdiction is reserved over all other issues and all present orders remain in effect except as provided below.
- e. Any payment for spousal or family support contained in this judgment shall terminate upon the death of the payee unless otherwise provided.
- f. ☒ Other (specify): **AS PER ATTACHED PAGES**

Date: **////****////**

JUDGE OF THE SUPERIOR COURT

5. Number of pages attached: **10**☒ 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.

CHILD CUSTODY

1. Petitioner and Respondent are awarded joint legal and physical custody of the minor child of the parties, REBECCA RUTH ELI, age 7 (date of birth February 27, 1983,) with primary physical custody to Respondent.

Petitioner's time with REBECCA shall be as follows:

a. From June 15, 1990 or two (2) days after Spring semester ends and each June 15th or such two (2) days thereafter, for six (6) weeks;

b. Thanksgiving holiday, 1990, and each even numbered year thereafter, from Wednesday evening before the holiday until Sunday evening after the holiday;

c. Winter vacation 1990 and each odd numbered year thereafter, from the day after school lets out until the day before school resumes, referring to Christmas school vacations;

d. Spring school vacation (Easter) break, 1991, and each even numbered year thereafter, from the day after school lets out until the day before school resumes;

e. At such other times as may be mutually agreed upon by the parties;

f. Liberal and reasonable access to the minor child by telephone and mail.

With regard to the above times, Petitioner shall pay for the airfare for the child to travel from Texas, where

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3 Respondent is presently living, to California and back. A pass
4 shall be arranged so that the minor child need only receive a
5 boarding pass at the departure gate. The parties are ordered to
6 cooperate in arranging said transportation.

7 2. Neither party may change the child's residence
8 without two (2) weeks' prior notice to the other party. The
9 parties shall, at all times, keep the other party informed as
10 to the following:

- 11 a. The party's address;
- 12 b. The party's telephone number;
- 13 c. The name and telephone number of the
14 child's childcare and/or afterschool care provider;
- 15 d. The name and address of the school the
16 child is attending;
- 17 e. All of the child's healthcare providers'
18 names, addresses and telephone numbers.

19 CHILD SUPPORT

20 3. Petitioner is ordered to pay to Respondent for child
21 support of REBECCA the sum of \$300 per month, payable one half
22 on the first and fifteenth of each month commencing September
23 1, 1990, and continuing until the first of the following
24 events:

- 25 a. The child attains the age of 19, or has
26 attained the age of 18 and is not a full-time high school
27 student living with a parent;
- 28 b. The child dies;

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3 c. The child enters into a valid marriage, or
4 receives a declaration of emancipation under California law; or

5 d. Further order of the Court.

6 4. During that time when REBECCA is residing with
7 Petitioner for six (6) weeks in the summer, Petitioner shall
8 not be required to pay any child support and Respondent shall
9 not be entitled to reimbursement therefor.

10 5. Each party is ordered to pay one half (1/2)
11 REBECCA'S uninsured healthcare expenses within thirty (30) days
12 of presentation of the bill. Each party is ordered to
13 cooperate in presentation, collection and use of insurance
14 available through employment and promptly paying, applying
15 funds for, and/or reimbursing one half (1/2) of REBECCA'S
16 healthcare expenses.

17 6. The parties affirm, and the Court finds, that the
18 child support agreed upon meets or exceeds the Minimum Child
19 Support Guidelines for one child, which is \$357 per month, and
20 that the right to receive child support has not been assigned
21 to any county.

22 7. Pursuant to California state law, child support
23 shall be paid by way of wage assignment.

24 SPOUSAL SUPPORT

25 8. Petitioner is ordered to pay to Respondent as and
26 for spousal support the sum of \$150 per month, payable one
27 half on the first and fifteenth of each month commencing
28 September 1, 1990 and continuing until August 31, 1991.

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3 Thereafter the Court retains jurisdiction to award spousal
4 support until August 31, 1994 upon timely application prior to
5 termination of jurisdiction, but, under no circumstances,
6 beyond August 31, 1994. The Court finds that the parties have
7 been advised by their respective counsel of the provisions of
8 Civil Code, Section 4801 and the factors involved in
9 determining whether spousal support should be ordered, its
10 amount and duration. The Court finds that, in full knowledge of
11 this, both parties choose to limit the court's jurisdiction to
12 award spousal support. Jurisdiction to award spousal support is
13 terminated absolutely and finally on August 31, 1994.

14 9. Pursuant to California law, spousal support shall be
15 paid by way of wage assignment.

16 10. The Court finds that Petitioner owes Respondent \$150
17 in unpaid child support for the period June 1, 1990 through
18 June 14, 1990 because he was required to use the money for
19 airline tickets for the minor child. The Court further finds
20 that Petitioner owes Respondent \$1,475 in spousal support
21 arrears. The Court finds that the parties have agreed that this
22 sum shall be added to Petitioner's Consumer Counselling account
23 and that a mutually agreeable
24 method of arrears payment shall be arranged between the parties
25 thereby.

26 DISCLOSURE AND ITEMIZATION OF ASSETS

27 11. The following items are confirmed to Petitioner as
28 his sole and separate property:

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a. The Oregon property, subject to all liens and encumbrances thereon, and legally described as:

Lot 7 in Block 19, Klamath Falls Forest Estates, in Unit 1 on Bly Mountain in County of Klamath, State of Oregon. Consisting of 2-1/2 acres, one two-story cabin, and one 12 x 66 Buddy Mobile home and out buildings;

b. 1977 Chevy 3/4 ton truck;

c. Personal effects, furniture and furnishings in his possession or under his control;

d. All funds in all accounts in his name opened since the date of separation;

e. One half the GTE stock acquired during the marriage prior to separation and all GTE stock acquired since separation;

f. One half the value of the GTE retirement plan from the date of marriage to the date of separation, and all of said retirement plan from before marriage and after separation.

12. The following items are confirmed to Respondent as her sole and separate property:

a. All funds in all accounts in her name opened since date of separation;

b. Personal effects, furniture and furnishings in her possession or under her control;

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3 c. One half the GTE stock acquired during the
4 marriage prior to separation;

5 d. One half the value of the GTE retirement
6 plan from the date of marriage to the date of separation.

7 13. Respondent's portion of the GTE stock shall be
8 segregated from Petitioner's stock account and Petitioner is
9 ordered to cooperate in effectuating said segregation.

10 14. The Court reserves jurisdiction to divide the GTE
11 retirement account in accordance with the formula cited in In
12 re Marriage of Brown. The parties are ordered to cooperate to
13 prepare a Qualified Domestic Relations Order (QDRO) or
14 otherwise segregate Respondent's portion of said retirement
15 plan so that it will be available to Respondent upon
16 Petitioner's retirement from employment with GTE.

17 15. The following debts are assigned to Petitioner and
18 Petitioner is ordered to indemnify Respondent and hold her
19 harmless therefrom:

20 All community obligations except Mastercard Number 5277
21 0145 0001 6130.

22 16. The following debt is assigned to Respondent and
23 Respondent is ordered to indemnify Petitioner and hold him
24 harmless therefrom:

25 Mastercard Number 5277 0145 0001 6130.

26 17. The Court finds that each party warrants to the
27 other that he or she does not have any knowledge of any

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3 community assets other than those disclosed and listed in this
4 Judgment.

5 18. If either party wilfully misstates or fails to
6 disclose any material facts relating to the present or future
7 fair market value of any community asset or liability, that
8 warrantor is ordered to pay to the warrantee a sum sufficient
9 to result in an equal or equitable disposition of the asset or
10 liability, taking into consideration its actual fair market
11 value. For purposes of this provision, the actual fair market
12 value of any such asset or liability will be determined, at the
13 warrantee's election, as of either (a) the effective date of
14 this agreement or (b) the date on which the warrantee discovers
15 the misstatement or failure to disclose. The warrantor is
16 further ordered to pay to the warrantee interest on the sum
17 determined at the rate of ten (10%) percent per annum from the
18 date elected for determination of the actual fair market value
19 of the asset or liability to the date of payment. This
20 provision shall not be deemed to impair the availability, in a
21 Court of competent jurisdiction, of any other remedy arising
22 from nondisclosure of material facts relating to valuation.

23 19. Except as otherwise provided in this Judgment, the
24 party awarded any asset is also awarded any insurance on the
25 asset and is ordered to pay and hold the other party harmless
26 from any encumbrances and liens on the asset, unless concealed
27 by the other party, and any insurance premiums and property
28 taxes on the asset.

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3 20. The Court finds that each of the parties waives his
4 or her right to reimbursement for community obligations paid by
5 that party after the date of separation.

6 21. The Court orders that each of the parties is
7 restrained from incurring any charges against the credit of the
8 other party.

9 ATTORNEYS FEES AND INCOME TAX

10 22. Each party is ordered to bear his or her own
11 attorney fees and costs.

12 CONCLUSION

13 23. Each of the parties is ordered, on demand of the
14 other, to execute or deliver any instrument, furnish any
15 information, or perform any other act reasonable or necessary
16 to carry out the provisions of this Agreement without undue
17 delay or expense. Either party who fails to comply with this
18 paragraph is ordered to pay to the other the expenses,
19 including reasonable attorneys' fees, expended in enforcing the
20 provisions hereof.

21 24. The Court finds that both parties have been advised
22 that although an obligation based on a contract is assigned to
23 one party as part of the division of the community property
24 pursuant to Civil Code, Section 4800, in the event the party to
25 whom the obligation was assigned
26 defaults on a contract, the creditor may still have a cause
27 of action against the other party. In such event, each party
28 / / /

3 is charged with indemnification and fees and costs to enforce
4 indemnification, if requested.

5 AFTER ACQUIRED PROPERTY AND DEBTS

6 25. Any property acquired by either party after the date
7 of separation shall be the sole and separate property of the
8 one acquiring it; and the Court finds that each party waives
9 and releases all property rights in these future acquisitions
10 by the other.

11 26. The Court finds that each party waives any and all
12 rights to inherit the estate of the other at his or her death,
13 to serve as executor or administrator of the other's estate or
14 to take property from the other by devise or bequest (unless
15 under a Will executed after the effective date of this
16 Judgment).

17 27. The Court finds that all obligations assumed
18 pursuant to this Judgment or incurred after the date of
19 separation are the separate obligation of the party incurring
20 same and that party shall assume, pay and hold the other
21 harmless thereof, and neither may incur any liability for which
22 the other may be responsible. If any claim, action, or
23 proceeding is hereafter brought seeking to hold one party
24 liable on account of any debt, liability, or obligation assumed
25 hereunder by the other, the obligor is ordered to, at his or
26 her sole expense, defend the other against any such claim,
27 action, or proceeding, whether or not well founded.

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IN RE MARRIAGE OF ROBERT AND R. ROSALIE ELI
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AFTER-DISCOVERED PROPERTY

28. The Court finds that the parties agree that any after-discovered property which would have been their community or quasi-community property as of the effective date of this Judgment be divided equally between them. If any party has willfully concealed any after-discovered property, that party is ordered to pay the other one half (1/2) the value of the property on the effective date of this Judgment, plus interest at twelve percent (12%) per annum until paid or one half (1/2) the value of the property on the date of its discovery or actual division, whichever is greater, plus any damages including attorney fees incurred in its recovery.

DATED: 10-10-90

ROBERT ELI, Petitioner

DATED: 10-1-90

R. ROSALIE ELI, Respondent

APPROVED AS TO FORM AND CONTENT:

LAW OFFICES OF LORRAINE C. GOLLUB

Dated: 10/19/90

BY: Lorraine C. Gollub
LORRAINE C. GOLLUB, Attorneys
for Petitioner

Dated: 12/14/90
KENNETH E. MICK, Attorney
Respondent

IT IS SO ORDERED. *OCT 26*

Dated: ~~2000~~ 2000 APR 10 AM 10:00

OFFICE OF THE CLERK OF THE SUPERIOR COURT
COUNTY OF LOS ANGELES

JUDGE OF THE SUPERIOR COURT
GEORGE KALINSKI
TEMPORARY JUDGE

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IN RE MARRIAGE OF ROBERT AND R. ROSALLE ELLI
U.S.C. CASE NUMBER 200 111 191

AFTER-DISCOVERED PROPERTY

36. The Court finds that the parties agree that any after-discovered property which would have been their community or quasi-community property as of the effective date of this Judgment be divided equally between them. If any party has willfully concealed any after-discovered property, that party is ordered to pay the other one half (1/2) the value of the property on the effective date of this Judgment, plus interest at twelve percent (12%) per annum until paid on one half (1/2) the value of the property on the date of its discovery or actual division, whichever is greater, plus any damages including attorney fees incurred in its recovery.

ROBERT L. ELLI, Petitioner
R. ROSALLE ELLI, Respondent

APPROVED AS TO FORM AND CONTENT:

LAW OFFICE OF TORRANCE C. COLLINS

BY: TORRANCE C. COLLINS, Attorney for Petitioner

THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

OCT 14 1997

ATTEST

JOHN A. CLARKE

Executive Officer/Clerk of the Superior Court of California, County of Los Angeles

BY

DEPUTY



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 22nd day of June A.D., 19 98 at 1:00 o'clock P M., and duly recorded in Vol. M98 of Deeds on Page 21606

FEE \$80.00

Return: Robert L. Elli
23010 Lake Forest Dr #217
Laguna Hills, CA 92653

By Bernetha G. Letsch, County Clerk
Kathleen Ross