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Vol MOO Page 32809

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) JAMES J. LAIRD 706 Main Street, Suite A Martinez, CA 94553		TELEPHONE NO. (415) 372-6777	FOR COURT USE ONLY FILED MAR 16 1987 J. R. OLSSON, Court Clerk <i>[Signature]</i>
ATTORNEY FOR (Name): Respondent DONNA L. ZUPAN			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA			
STREET ADDRESS: 725 Court Street MAILING ADDRESS: P.O. Box 911 CITY AND ZIP CODE: Martinez, CA 94553 BRANCH NAME:			
MARRIAGE OF PETITIONER: GERARD D. ZUPAN RESPONDENT: DONNA L. ZUPAN			
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: MAR 16 1987		CASE NUMBER 277132	

1. This proceeding was heard as follows: ☒ ~~by declaration under Civil Code, § 4511~~ ☐ by declaration under Civil Code, § 4511 ☐ contested
- a. Date: Sept. 8, 1986 Dept.: 15 Rm.:
b. Judge (name): **RICHARD L. FLIER** ☐ Temporary judge
c. ☒ Petitioner present in court ☒ Attorney present in court (name): **JAMES R. MORGAN**
d. ☒ Respondent present in court ☒ Attorney present in court (name): **JAMES J. LAIRD**
e. ☐ Claimant present in court (name): ☐ Attorney present in court (name):
2. The court acquired jurisdiction of the respondent on (date): **9-20-85**
☐ 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): **MAR 16 1987**
(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): **See attached Continuation of Judgment (Dissolution) for additional orders.**

XXX:

5. Number of pages attached: **Five (5)**

☒ 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.

GERARD D. ZUPAN and DONNA L. ZUPAN

No. 277132

Continuation of JUDGMENT (DISSOLUTION)

5. CHILD CUSTODY AND VISITATION

So long as respondent lives in Contra Costa County, California, petitioner and respondent shall have joint legal custody, and shared physical custody of DESIREE MARIE ZUPAN, a female born February 14, 1981.

When respondent does not live in Contra Costa County, California, petitioner and respondent shall have joint legal custody and respondent shall have primary physical custody of DESIREE MARIE ZUPAN. Petitioner shall have DESIREE MARIE ZUPAN in his physical custody for purposes of visitation during most of the school summer vacation period (specifically excepting any period when respondent is on vacation from her employment), the first week in even numbered years and the second week in odd numbered years of the Christmas school vacation period and Easter and Thanksgiving holidays in odd numbered years. Each party shall be responsible for one way's transportation of the minor child between residences of the parties.

6. CHILD SUPPORT

Petitioner shall pay to respondent as and for child support pertaining to DESIREE MARIE ZUPAN the sum of \$250.00 per month commencing September 15, 1986 and continuing until said child attains the age of 18 years, marries, is otherwise emancipated, dies or further order of court. Child support shall be payable in advance on the first day of each and every month commencing with the October 1986 payment.

Petitioner shall be entitled to abate one-half of his child support obligation for periods when DESIREE MARIE ZUPAN is in his physical custody for purposes of visitation for periods of two continuous and consecutive weeks or more.

The aforementioned child support order is based on net monthly disposable incomes to petitioner of \$1,850.00 and to respondent of \$1,700.00 applying adopted Child Support Guidelines of the above-entitled court presently in effect and considering petitioner as non-custodial parent and respondent as custodial parent.

7. HEALTH INSURANCE

Each party shall maintain DESIREE MARIE ZUPAN as a beneficiary on any and all health insurance furnished that party as an employment benefit from time to time, continuing until said child

attains the age of 18, marries, is otherwise emancipated, dies or further order of court.

Each party shall cooperate in the processing of claims under such health insurance coverage, including executing all documents required in connection therewith.

8. SPOUSAL SUPPORT

The court reserves jurisdiction to award spousal support from petitioner to respondent until the death of petitioner or respondent, the remarriage of respondent, December 31, 1990 or further order of court.

The court does not reserve jurisdiction to award spousal support from respondent to petitioner.

9. DIVISION OF COMMUNITY PROPERTY AND OBLIGATIONS

a. Residence - 1831 Noemi Drive, Concord, California.

The residence shall be forthwith listed for sale and sold at the best available price. The parties shall cooperate in listing the property for sale with a mutually acceptable real estate broker and shall execute all necessary documents in connection with the listing and sale of said residence. The net proceeds from sale of said residence shall be disbursed and divided as hereinafter provided. The parties shall share equally the cost of any mutually approved or court ordered remodeling and/or repairs to said residence, with any compensation to providers of such services to be paid from escrow, if possible.

Pending close of escrow of the sale of said residence, petitioner shall have the right to the exclusive occupancy of said residence and shall be responsible for all mortgage payments, real estate taxes and insurance premiums due thereon.

The court reserves jurisdiction over the residence and the parties until the net proceeds from the sale thereof are disbursed and divided as hereinafter provided.

The net proceeds from the sale of the residence shall be disbursed and divided as follows:

(1) Cost of mutually approved or court ordered remodeling and/or repairs.

(2) Balance due on community obligation due Household Finance Corporation.

(3) Three Thousand Two Hundred Dollars (\$3,200.00) to respondent's parents, Edward J. Sukacz and Alma Sukacz. (This

payment is made without prejudice to respondent's parents proceeding against the parties, or either of them, for additional monies due from the parties to the Sukacz.)

(4) After making the disbursements hereinabove provided, the remaining net proceeds shall be divided equally between the parties and disbursed as follows:

(a) From petitioner's one-half (1/2), prior to disbursement to him:

i. Three Thousand Five Hundred Dollars (\$3,500.00) to respondent for respondent's interest in the 1977 Ranger boat with motor and trailer (community fair market value - \$2,000.00 per actual auction between the parties) and the Almonds II limited partnership investment (community investment and agreed fair market value - \$5,000.00).

ii. Fees and costs due petitioner's attorney, James R. Morgan, pursuant to a written demand on escrow to be made by Mr. Morgan.

(b) From respondent's one-half (1/2), prior to disbursement to her:

i. Three Thousand Five Hundred Dollars (\$3,500.00) to petitioner for petitioner's one-half (1/2) of the community net equity in the unimproved real property owned by the parties located at La Pine, Oregon and the 1977 Chevrolet Monte Carlo automobile (agreed fair market value - \$2,000.00).

ii. Fees and costs due respondent's attorney, James J. Laird, pursuant to a written demand on escrow to be made by Mr. Laird.

b. La Pine, Oregon unimproved real property.

Respondent is awarded this property subject to the existing encumbrances thereon and without reimbursement for payments made by her since separation on said encumbrance.

c. Household furniture and appliances.

Each party is awarded one-half (1/2) of the household items purchased or otherwise obtained by the parties after marriage which were at the family residence at the date of separation of the parties. The parties have agreed to a division and characterization of these items, including a stipulated award of the bedroom furniture of the child to said child. The physical distribution of said items shall be made as soon as is practical and not later than October 15, 1986. The court reserves jurisdiction to have a motion filed by either party by October 15,

1986 to set forth in more particularity the division of household furniture and appliances and to order compliance therewith.

d. To petitioner.

(1) 1977 Ranger boat with motor and trailer in "as is" condition.

(2) Fry's Food Stores, Inc. benefits and related benefits conferred by membership in Retail Clerks' Union Local 1179 standing in the name of petitioner, including stock, profit sharing, vacation and pension rights.

(3) Almonds II limited partnership investment, subject to the remaining investment obligations pertaining thereto and subject to the requirement of holding respondent free and harmless from said remaining investment obligation and any income tax deficiencies, interest and penalties imposed by virtue of any default by petitioner in payment and discharge of said remaining investment obligation.

e. To respondent.

(1) 1977 Chevrolet Monte Carlo automobile.

(2) Fry's Food Stores, Inc. benefits and related benefits conferred by membership in Retail Clerks' Union Local 1179 standing in the name of respondent, including stock, profit sharing, vacation and pension rights.

f. Community obligations.

(1) Neither party shall receive reimbursement for post separation payments made by that party on community obligations.

(2) Petitioner shall continue to pay and keep current the mortgage payments, real property taxes and insurance premiums on the residence until close of escrow without right of reimbursement or credit.

(3) Petitioner shall pay, discharge and hold respondent free and harmless from the following community obligations:

277,132

- (a) Retail Clerks' Credit Union (2 loans).
- (b) Bank of America home improvement loan.
- (c) Sears.
- (d) Wards.

(4) Respondent shall pay, discharge and hold petitioner free and harmless from the following community obligations:

- (a) Bank of America Visa.
- (b) Macys.
- (c) Mervyns.

(5) Neither party shall make further charges against the credit of the other.

g. Respondent shall not be charged with monies withdrawn by her from Central Bank account No. 1143628 in the amount of \$2,176.98. The court shall have continuing jurisdiction to apportion liability for any third party claim brought in the future against said monies.

h. The parties shall divide equally the proceeds from any insurance claim pertaining to the loss of the community property coin collection which was located at the family residence.

Dated: May 16, 1987

Richard S. Flier
 RICHARD S. FLIER
 Judge of the Superior Court

Approved as conforming to
 stipulated court order:

MORGAN, CONVERY & ABRAMS

Gerard D. Zupan
 GERARD D. ZUPAN, Petitioner

By: James R. Morgan
 JAMES R. MORGAN
 Attorney for Petitioner

Donna L. Zupan
 DONNA L. ZUPAN, Respondent

James J. Laird
 JAMES J. LAIRD
 Attorney for Respondent

CLERK OF THE COURT
 JUDICIAL DEPARTMENT
 COUNTY OF CLATSOP
 JUN 8 1988
 Deputy Clerk

ATTEST
 This document is a correct copy
 of the original on file in this office.