Form Adopted by Rule 1290

Judicial Collectionia

Judicial Collection

J

NOTICE OF ENTRY OF JUDGMENT

(Farith & Fu

BK0695PG0569



THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINATION FILE IN THIS OFFICE ATTEST MAY

CARL De PIETRO
Superior Count Clark, County of Placer, State of California

O. Prover Deputy Clerk

363486 BK 0695PG 0570

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name >== Address):	TELEPHONE NO.:	FOR COURT USE ONLY
George M. Gould	(916)885-6244	
P.O. Box 8016	•	
Auburn, CA 95604	•	
ATTORNEY FOR (Name): IN PRO PER		
	CER	
STREET ADDRESS: 101 Maple Street MAILING ADDRESS:		DEC 2 8 1994
CITY AND ZIP CODE: Auburn, CA 95603		20 074
BRANCH NAME:	`	CARL DePIETRO
MARRIAGE OF		CLEPT OF THE SUPERIOR COURT
PETITIONER: George M. Gould		BY They per DEPUTY
propounting Dotted H G 11		
RESPONDENT: Patti E. Gould		\ \
JUDGMENT		CASE NUMBER:
X Dissolution Legal separation	Nullity	
Status only		SDR 3736
Reserving jurisdiction over termination of ma	arital status	
Date marital status ends: 01/16/95	5	
1. This proceeding was heard as follows: default o	r uncontested X by declarati	on under Civil Code, § 4511 Contested
a. Date: Dept.:	Rm.:	o o o o o o o o o o o o o o o o o o o
	nporary judge	
c. Petitioner present in court	Attorney present in court (nam	ne):
d. Respondent present in court	Attorney present in court (nan	
e. Claimant present in court (name):		and the second s
2. The court acquired jurisdiction of the respondent on (court acquired jurisdiction of the court acquired	viate): 07/19/94	present in court (name):
X Respondent was served with process	Respondent appeared	
3. THE COURT ORDERS, GOOD CAUSE APPEARING:		
a. X Judgment of dissolution be entered. Marital s	status is terminated and the part	ties are restored to the status of unmarried
per <u>sons</u>		to the states of difficulties
(1) LX on the following date (specify):		
(2) on a date to be determined on notice	d motion of either party or on st	ipulation.
b Judgment of legal separation be entered.		.)
c Judgment of nullity be entered and the parties	s are declared to be unmarried j	persons on the ground of
(specify): 4. THE COURT FURTHER ORDERS:	\ \	•
 a. Jurisdiction is reserved to make other and further of b. Wife's former name be restored (specify): 	orders necessary to carry out thi	s judgment.
c. This judgment shall be entered nunc pro tune		
, s	as of (date):	
The state of the s	and all present orders remain in	effect except as provided below.
otherwise provided.	and the second s	· ·
f. X Other (specify): THE MARITAL SETT	LEMENT AGREEMENT P	RETWEEN THE DADWIEC DAMED
10/19/94 IS HEREBY APPROVED A	ND INCORPORATED IN	
PARTIES ARE ORDERED TO COMPANY		TO THE JUDGMENT AND THE
PARTIES ARE ORDERED TO COMPLY W	ITH THE TERMS AND	CONDITIONS OF SAID AGREEM
Date: DEC 2 8 1394 —		THE SUPERIOR COURT
E. Number of pages officehold	Signature follows last attachme	17
5. Number of pages attached: 18	- Organizate Tollows Idst.attachme	51 L
	- NOTICE -	
1. Please review your will, Insurance policies, retirement ben	efit plans, and other matters you n	nay want to change in view of the dissolution
or annulment of your marriage. Ending your marriage ma 2. A debt or obligation may be assigned to one party as part obligation, the creditor may be able to collect the set of	/ AlliOmatically change e dienociti	On made his reason will be some of a
obligation, the electron may be able to collect from the oth	er dartv.	
3. If you fail to pay any court-ordered child support, an assig	nment of your wages will be obtain	ned without further notice to you
•	363	RASS .

Form Adopted by Ru€ 1267 Judicial Communiof California +5-7 (E.z.)

MARITAL SETTLEMENT AGREEMENT

Upon stipulation of the parties:

The parties hereto, Patrice Eileen Mayberry Gould, hereinafter the Wife, and George Marcus Gould, MD, hereinafter the Husband, are now wife and husband respectively. It is the intention of both parties that the marital relationship be dissolved and that the relationship with respect to property, financial matters, spousal maintenance and support, child maintenance and support, child custody, and attorney fees and costs be settled and finally established in this Judgment in such a manner that any action respecting the rights or obligations of each toward the other that may now exist or may hereafter arise shall be conclusively settled and determined by this agreement.

I. STATUS OF THE PARTIES

- 1.1 The parties were married on December 22, 1968, and ever since that time have been and are now Husband and Wife.
- 1.2 There is one minor child, Heather LeAnn Gould, born February 17, 1984, and two children who have attained their majority and completed high school, Darin Edward Gould, born June 10, 1972, and Kenneth LaVerne Gould, born March 20, 1975.
- 1.3 The social security number for Wife is 5822. The social security number for Husband is 5828.

II. FULL KNOWLEDGE

2.1 Each of the parties hereto admits, acknowledges and declares that he or she respectively is fully and completely informed as to the rights of each of the parties, and that each of the parties hereto has given mature and careful thought and consideration in the making of this agreement and to all of the obligations hereby assumed and undertaken and the rights hereby waived and hereby created.

III. DISPOSITION OF PROPERTY OF THE PARTIES

- 3.1 The parties hereto have acquired, during the term of their marriage certain properties, which properties, and all of them, are described on Exhibit A and B, attached hereto. The parties stipulate to the valuation of those properties as set forth in Exhibit A and B. The parties agree to divide the properties as set forth in Exhibit A and B, which division effects a substantially equal division of the community property and jointly owned property which is agreed to include both assets and liabilities.
- 3.2 Husband and Wife believe this Agreement creates an equal partition and division of community property. If it is ever determined by a court of competent jurisdiction that it is not an equal division and partition, Husband and Wife both waive the right to an equal partition and division of the community property.
- 3.3 Husband hereby transfers and assigns to Wife as her sole and separate property all of his right, title and interest in and to the community and jointly owned property set forth in Exhibit A attached hereto and incorporated herein by this reference.

3.4 Wife hereby transfers and assigns to Husband as his sole and separate property all of her right, title and interest in and to the community and jointly owned property set forth in Exhibit B attached hereto and incorporated herein by this reference.

IV. TREATMENT OF SEPARATE PROPERTY

- 4.1 Wife owns a doll collection, the source of which was from her property before marriage and from gifts from her Grandmother during marriage. Husband and Wife stipulate that this doll collection is Wife's separate property.
- 4.2 With the exception of the doll collection, both parties brought separate property into the marriage and both parties separate property was co-mingled during the marriage. With the exception of the doll collection, both parties agree that each party's separate property was a gift to the community property. No further tracing or allocation of separate property will be attempted. The division of property on Exhibit A and B attached will constitute the full and final disposition of all property of the parties. The parties hereby agree that the party taking possession of each item of furniture, appliance or household equipment also takes title.

V EXHIBIT A AND B - ALL INCLUSIVE LIST OF PROPERTY

5.1 Both parties hereby warrant to the other that neither party is now possessed of any property of any kind and description whatsoever which was acquired during the marital

363486 BK 0695PG 0574 community, prior to the date of separation of the parties, other than the property specifically listed in Exhibit A and B or hereinafter in this agreement.

5.2 Both parties hereby warrant to the other that neither party has made, without the knowledge and consent of the other, any gift or transfer of community property.

VI. RELEASE OF LIABILITY FOR PRESENT DEBTS

- 6.1 Except as otherwise provided for in this agreement, each party hereby releases the other from any and all liabilities, debts, or obligations of the community and any and all liabilities, debts or obligations on the community property that have been or will be incurred, and from any and all claims and demands, it being understood that by this present agreement the parties intend to settle all aspects of the marital property rights.
- Each party agrees to assume the liabilities on the assets awarded to him and her pursuant to this Agreement and as delineated in Exhibits A and B attached hereto and incorporated herein by reference.
- Each party agrees to indemnity the other against a liability on any obligation assumed by the indemnitor under Paragraph 6.2 above or any obligation whose existence or incurrence transgresses the indemnitor warranty or covenant in Paragraph 6.4 and 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 such liability.

6.4 Except for any debt or obligation for either party to the other created under this Agreement, each party agrees to pay and indemnify and hold the other harmless from all personal debts and obligations incurred by him or her after October 1, 1994.

VII. PROPERTY HEREINAFTER ACQUIRED

7.1 The parties agree that any and all property acquired by either party from and after October 1, 1994, shall be the sole and separate property of the one so acquiring it, and each of the parties waives any and all property rights in and to such future acquisitions of property as the sole and separate property of the one so acquiring the same, from October 1, 1994.

VIII. TERMINATION OF WILLS

8.1 Each of the parties waives any and all right to inherit the estate of the other at his or her death, or to take property from the other by devise or bequest (unless under a Will executed subsequent to the effective date of this Agreement), or to claim any family allowance or probate homestead, or to act as personal representative under the Will of the other (unless under a Will executed subsequent to the effective date of this Agreement).

IX. INCOME TAX

- 9.1 The parties agree that they will file joint income tax returns for the 1994 taxable year. Husband agrees to continue making quarterly federal and state income tax payments of \$9,000. Wife will be responsible for the percentage of the 1994 taxes that her spousal support bears to the total gross income taken out of the Husband's practice of medicine by Husband (which is the net income of the practice of medicine).
- 9.2 The parties agree that they will file separate income tax returns for any subsequent taxable years prior to the date in which the final judgment of dissolution is obtained.
- 9.3 Wife shall have the right to take the tax exemption for the minor child, Heather LeAnn Gould.

X. PENSION PLANS

10.1 The parties hereby stipulate that no pension plan, retirement plan, or profit sharing plan, vested or unvested, IRA, 401K, or other similar funding for retirement exists.

XI. ATTORNEY'S FEES

11.1 In the event the parties incur attorney's fees, expert witness fees, costs for forensic or other accountants, costs for appraisal and valuation of property, or other related costs or fees in conjunction with and prior to the final dissolution of this marriage, Husband agrees to pay and be responsible for such costs for both parties.

11.2 In the event the any matter associated with the dissolution of this marriage is reopened subsequent to the final judgment of dissolution, the prevailing party in any action or proceeding to enforce any provision of this agreement, or any corresponding provision of the subsequent judgment into which this agreement is merged, will be awarded reasonable attorneys' fees and costs.

In any action or proceeding subsequent to the final judgment of dissolution, the moving party, at least ten days before the filing of any motion, must provide written notice to the other party specifying the alleged breach and default. The other party must then be allowed to avoid implementation of this provision by curing the breach or default specified during the ten day period.

XII. SPOUSAL SUPPORT

- 12.1 Husband shall pay to Wife for spousal support the sum of \$2,875 per month, commencing October 1, 1994.
- 12.2 Spousal support is payable for life, terminating only upon the death of either party, or the remarriage of Wife.
- 12.3 Spousal support shall be due and payable on the first day of each and every month and delinquent on the 30th of the month commencing on the date. Husband and Wife agree that spousal support shall be paid by automatic bank transfer from Husband's account to Wife's account.

363486 BK0695PG0578 12.4 Spousal support shall be fixed at \$2,875 per month until October 1, 1999. Starting on October 1, 1999, spousal support shall be recalculated and adjusted annually, based solely on Husband's income. Wife's income, should she seek gainful employment, shall not be included in the annual spousal support recalculation. Should Husband remarry, any income from Husband's spouse shall not be included in the annual spousal support recalculation. Husband shall furnish Wife a copy of his annual Federal Income Tax returns to establish the basis for the recalculation. The recalculation shall be based on the Santa Clara County Spousal Support Guidelines, as calculated by "DissoMaster". The first recalculation shall occur on October 1, 1999 based on Husband's 1998 calendar year annual income. Subsequent recalculations shall occur on July 1 of each year, based on Husband's calendar year annual income from the preceding year.

XIII. CHILD SUPPORT

- 13.1 Husband shall pay to Wife as and for child support for the minor child, Heather LeAnn Gould the sum of \$1,777 per month, commencing October 1, 1994.
- 13.2 Child support payable by Husband to Wife shall terminate either upon the 19th birthday of Heather LeAnn Gould, the minor child, which is February 17, 2003, or when she graduates from high school, whichever occurs first.
- 13.3 Child support shall be adjusted on July 1 of each year as calculated by Dissomaster, based solely on the husband's income. Should Wife seek gainful employment, any income she shall receive shall not be considered in the Dissomaster annual recalculation of the

child support amounts. The sum shall not go below \$1,777 per month but will be adjusted upwards if Husband's income increases.

13.4 Child support shall be due and payable on the first day of each and every month and delinquent on the 30th of the month commencing on the date. Husband and Wife agree that child support shall be paid by automatic bank transfer from Husband's account to Wife's account.

XIV. INSURANCE

- 14.1 Husband agrees to maintain in effect his existing term life insurance coverage and maintain Wife as beneficiary on his existing term life insurance coverage in the amount of \$250,000 through and until September 8, 1995. On November 1, 1994, Husband shall pay Wife \$583 which Wife shall utilize to purchase additional life insurance and/or disability insurance, as she shall elect. On September 8, 1995, and on September 8 of each subsequent year until the minor child, Heather LeAnn Gould turns 19 years of age (on February 17, 2003) or until she graduates from high school, whichever occurs first, Husband shall pay Wife \$1,300 for Wife to utilize in the purchase of life or disability insurance, at the discretion of Wife. Husband agrees to submit to necessary physical examinations to facilitate a change in life insurance policies, should Wife elect such change. All proceeds from such life and/or disability insurance shall be payable to Wife.
- 14.2 Effective October 1, 1994 Wife will be responsible for the health care expenses (i.e., medical insurance deductibles and medical expenses not covered by medical insurance) and medical insurance for herself and Heather LeAnn Gould, the minor child.

363486 BK 0695PG 0580 14.3 Husband shall be responsible for the health care expenses (i.e., medical insurance deductibles and medical expenses not covered by medical insurance) and medical insurance for Kenneth LaVerne Gould until March 20, 1996, which is Kenneth's 21st birthday.

XV. CHILD CUSTODY AND VISITATION

- 15.1 Wife shall have sole legal and physical custody of the minor child, Heather LeAnn Gould, born February 17, 1984, subject to the rights of reasonable visitation by Husband.
- 15.2 Wife encourages regular and frequent visitation by Husband with the minor child. The frequency and duration of visitation shall be mutually agreed upon by the parties. The terms and conditions of this custody arrangement may be supplemented or revised as the needs of the child change. Such changes shall be in writing, dated and signed by both parents. In the event controversy arises, the existing order of the court shall remain in effect and the parents may seek mediation prior to filing a motion with a court of competent jurisdiction.
- 15.3 Should Wife elect to move her principle residence to another city, including a location out of the state of California, responsibility for providing transportation of the minor child for visitation shall be assumed by Husband.

XVI. EDUCATION OF CHILDREN

16.1 Husband and Wife may choose to provide tuition, room, board and insurance associated with the education of the children of this marriage after they attain their majority. In the event the parties agree to provide such financial support for their children's education, which may include, but is not limited to the final year in college and the first year of medical school for Darin Gould, vocational school for Kenneth Gould, and such additional schooling as Heather Gould may elect. If Husband and Wife agree to provide such educational assistance, in amounts to be determined, they agree to allocate those costs as follows:

Husband	60%
	//
Wife	40%

XVII. OWNERSHIP OF THE MEDICAL PRACTICE OF GEORGE M. GOULD, MD

17.1 The medical practice of George M. Gould, together will all assets of the practice, and all liabilities of the practice, as listed on Exhibit B attached, along with the goodwill, will be retained by Husband. Husband and Wife hereby agree and stipulate that the value of the medical practice, not including the liabilities to AVCO Leasing and MBNA America credit card, is \$131,869. Wife will receive offsetting in cash and personal property for her 50% community property interest in the medical practice.

XVIII. FAMILY RESIDENCE

18.1 Effective July 15, 1994, Wife received the family residence, located at 2775

Stevens Drive, Auburn, CA Effective October 1, 1994, Wife shall be responsible for all

expenses, including but not limited to the mortgage, property taxes, homeowner's insurance, maintenance and upkeep of the family residence.

- 18.2 The parties hereby agree and stipulate that the value of the family residence, located at 2775 Stevens Drive, Auburn, CA is \$250,000, and that the outstanding value of the mortgage is \$155,000.
- 18.3 Wife shall receive the real property, including the family residence, located at 2775 Stevens Drive, Auburn, CA as her sole and separate property. Husband agrees to execute all documents and instruments necessary to effect the transfer of this real property to Wife as soon as a court has entered the final Judgment of Dissolution of Marriage.

XIX. PSYCHOLOGICAL COUNSELING

19.1 Husband will reimbursement psychological and/or mental health professional fees for counseling or similar treatment for Wife, or for any of the children of up to \$1,800 during the first six months after the date of separation.

XX. DISTRIBUTION OF COMMUNITY PROPERTY

20.1 The community property and liabilities of the parties will be distributed as provided for in Exhibit A and B attached hereto. To effect a equitable division of community property, Husband will pay Wife, effective October 1, 1994 or whenever this agreement is signed, \$25,000

363486 BK 0695PG 0583

XXI. GENERAL PROVISIONS

- 21.1 The parties mutually covenant and agree, on demand, to execute any other or further instruments necessary, advisable or convenient to carry out the provisions of this agreement.
- 21.2 This agreement shall be effective on the date and year of its execution by the second of the parties to execute it except as otherwise expressly provided herein.
- 21.3 If a Judgment of Dissolution of Marriage is obtained by either party, the original of this Agreement shall be attached to the stipulated or proposed judgment which shall state the Agreement is attached thereto and incorporated as part of the judgment for the purpose of being an operative part of the judgment. The parties agree that the court shall be required to approve the Agreement as fair and equitable and to make specific orders requiring each party to do all of the things provided for in this Agreement that at that time have not been fully performed. The Agreement shall be merged with the judgment.
- 21.4 This Agreement supersedes any and all other Agreements either oral or in writing between the parties relating to the rights and liabilities arising out of their marriage. This Agreement contains the entire agreement of the parties.
- 21.5 This Agreement except as otherwise expressly provided herein shall be binding on and inure to the benefit of the respective legatees, divisees, heirs, executors, administrators, assigns and successors in interest of the parties.

EXHIBIT B

Husband shall receive as his sole and separate property the following assets and liabilities to which Husband and Wife stipulate are valued as follows:

1.	1988 Toyota Pickup	\$ 3,500
2.	Green Utility Trailer	\$ 200
3.	Firewood	\$ 150
4.	"The Ridge", Lake Tahoe One-	\$ 4,000
Week	Timeshare	

WOOK IMMODILLIO

5. Liability for outstanding loan on "The (\$4,000)

Ridge" Lake Tahoe timeshare

4. Roll top office desk \$ 600

5. Medical Practice of George Gould, MD \$ 131,869

6. MBNA America Visa Card (\$ 8,128)

(liability for miscellaneous medical

supplies, other practice debts)

7. Security Pacific Professional Services (\$ 17,701)

loan (liability for 1993 taxes)

8. MBNA Master card (\$10,000)

9. U. S. Bank Joint Account, (\$5,794)

George & Patrice Gould

EXHIBIT B (CONTINUED)

10. U. S. Bank Joint Account, \$1,329 Patrice & George Gould · 11. U. S. Bank Office Practice Checking \$4,462 Account

> 363486 BK 06 95 PG 0586

21.6 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

XXII. CONCLUSION

22.1 The parties mutually stipulate that both have read and understood this Agreement and are fully aware of its contents.

This agreement contains the entire agreement between the parties. No other agreement, statement, or promise made by or to either party or the agent or representative of either party shall be binding upon the parties unless in writing, signed by both parties, or unless contained in an order of a court of competent jurisdiction.

The property rights, spousal support rights, and all other rights and liability arising out of the marriage or arising from any source whatsoever have been and now are settled.

In witness where the parties hereto have set their hands, the day and year indicated, in the city of Auburn, County of Placer, California.

Date: 0 4 19, 1994

Patrice Eileen Mayberry Gould, Wife

Date: Oct 19, (994)

George Marcus Gould, MD, Husband

And to a visit of the same of	
State of (AUG)/MA	
County of All Coul	
On MADE 144, 1944 before me	MANE, TITLE OF OFFICER - E.G. JANE DOE NOTARY PUBLIC
personally appeared Tatruck Ex	loon Musterry Duly &
personally known to me - OR - pro	oved to me on the basis of satisfactory evidence
perconally known to me by the spice	to be the person (s) whose name (s) is/are
	subscribed to the within instrument and ac-
	knowledged to me that he/she/they executed the same in his/her/their authorized
GINGER L. WEBER	capacity (165), and that by his/her/their
COMM. #989198 Notary Public-California () PLACER COUNTY	signature(s) on the instrument the person(s), or the entity upon behalf of which the
My Commission Expires March 25, 1997	person(s) acted, executed the instrument.
	WITNESS my hand and official seal.
	Songer D. Wolls
	ŠIGNATŪRE OF NOTARY
0	PTIONAL —
	ove valuable to persons relying on the document and could prevent
fraudulent reattachment of this form.	
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
INDIVIDUAL CORPORATE OFFICER	(haring a daylong of
EL GOLDANIE GITTOETT	TITLE OR TYPE OF DOCUMENT
TITLE(S)	
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL	
ATTORNEY-IN-FACT TRUSTEE(S)	NUMBER OF PAGES
GUARDIAN/CONSERVATOR	in leading
OTHER:	DATE OF DOCUMENT
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)	
	SIGNER(S) OTHER THAN NAMED ABOVE
	<u> </u>

@1993 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA 91309-7184

363486

BK0695PG0588

EXHIBIT A

Wife shall receive as her sole and separate property the following assets and liabilities, to which Husband and Wife stipulate are valued as follows:

1. Dwelling and real property located at	\$250,000
2775 Stevens Drive, Auburn, CA	
2. Countrywide Home Mortgage Loan	(\$155,000)
#6860927 on dwelling and real property	
located at 2775 Stevens Drive,	
Auburn, CA	
1. 1994 Honda Accord	\$16,000
2. Auto Loan on 1994 Honda Accord	(\$16,000)
3. 1986 Honda Trail 110 Motorcycle	\$ 500
4. 1966 Ford Thunderbird	\$ 2,750
5. All other household furnishings located	\$4,500
at 2775 Stevens Drive, Auburn, CA and))
not allocated to Husband on Exhibit B	
6. Firewood	\$ 150
7. Guardian Fund Annuity	\$ 12,000
8. Patrice Gould Checking Account	\$ 426
9. Patrice Gould Savings Account	\$ 300
10. Round-trip air ticket to Europe	\$ 900
11. U.S. Bank stock	\$2,800
12. Stereo System, including amplifier,	\$ 500
CD player, tape cassette and speakers	1 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

THE FOREGOING METRUMENT IS A CORRECT OF THE OFFICE AND A LOOK THE INTIMES OF THE OFFICE AND A LOOK THE PROPERTY OF THE OFFICE AND A LOOK THE O The County of Placer, State of County of Co

JUN -5 A1 :42

LINDA SLATER

363486

BK 0695PG 0590

Accooks