

**Recording Requested By:**  
Stewart Vacation Ownership  
11870 Pierce St., Suite 100  
Riverside, CA 92505

**DOUGLAS COUNTY, NV**      **2015-861120**  
Rec:\$21.00  
\$21.00      Pgs=8      **04/29/2015 09:06 AM**  
STEWART VACATION OWNERSHIP RIVERSIDE  
**KAREN ELLISON, RECORDER**

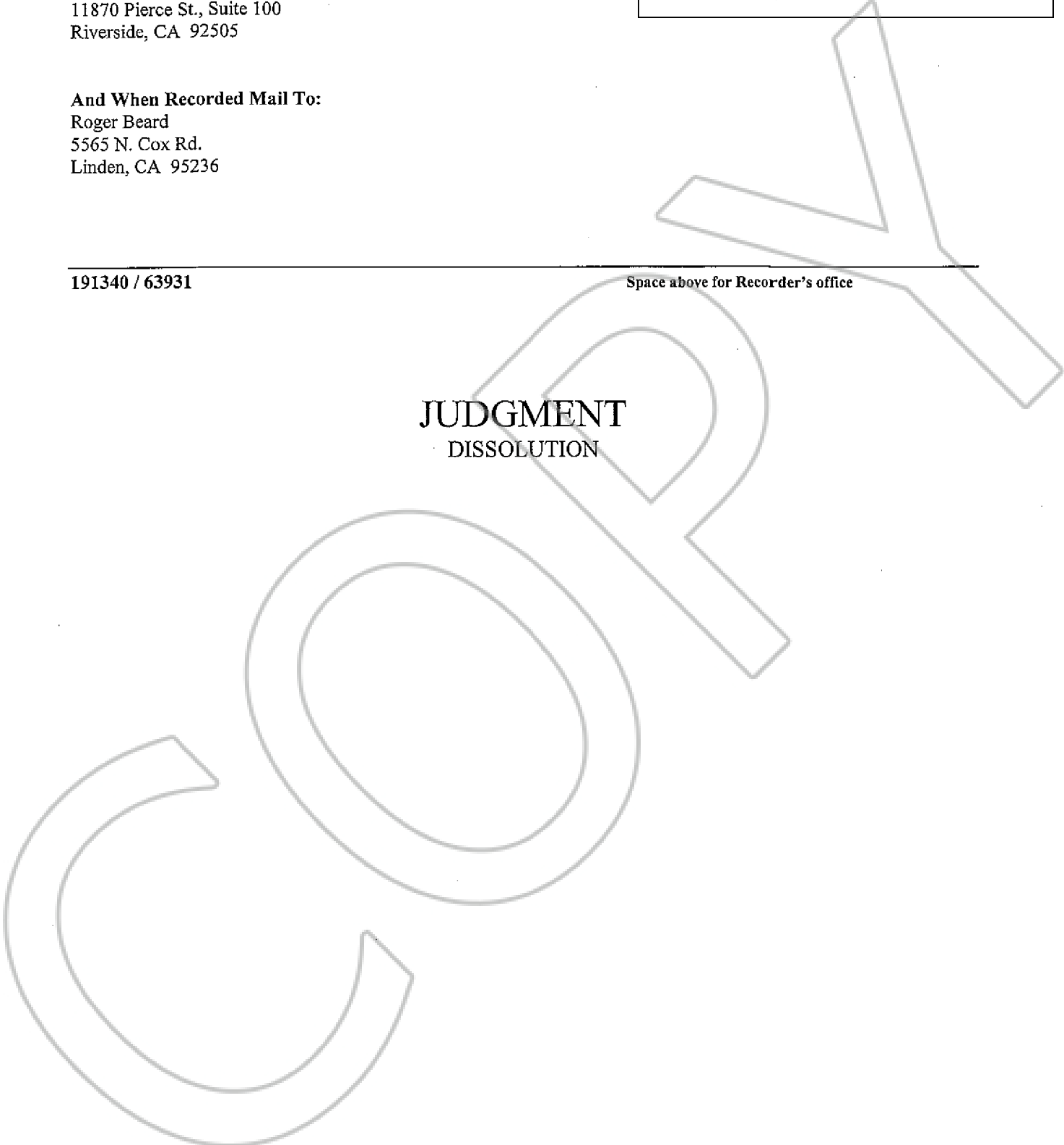
**And When Recorded Mail To:**  
Roger Beard  
5565 N. Cox Rd.  
Linden, CA 95236


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191340 / 63931

Space above for Recorder's office

**JUDGMENT  
DISSOLUTION**



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Margaret Mary Johnston, SBN 061642 Law Offices of Margaret Mary Johnston 343 E. Main Street, Suite 911 Stockton, CA 95202 Stockton, CA 95202 TELEPHONE NO.: (209) 467-0700 FAX NO. (Optional): (209) 467-4279 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Roger L. Beard	FOR COURT USE ONLY FILED SUPERIOR COURT-STOCKTON 2010 NOV -1 PM 12:51 ROSA JUNQUEIRO, CLERK  DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Joaquin STREET ADDRESS: 540 E. Main Street MAILING ADDRESS: Same CITY AND ZIP CODE: Stockton, CA 95202 BRANCH NAME: Stockton	CASE NUMBER: FL362310
MARRIAGE OF PETITIONER: Roger L. Beard RESPONDENT: Sharyl B. Beard	
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 or domestic partnership status <input type="checkbox"/> Judgment on reserved issues Date marital or domestic partnership status ends: 12/31/10	

1.  This judgment  contains personal conduct restraining orders  modifies existing restraining orders. The restraining orders are contained on page(s) \_\_\_\_\_ of the attachment. They expire on (date): \_\_\_\_\_

2. This proceeding was heard as follows:  Default or uncontested  By declaration under Family Code section 2336

Contested

a. Date: 09/07/10

Dept.: F-2

Room:

b. Judicial officer (name): Robin Appel

Temporary judge

c.  Petitioner present in court

Attorney present in court (name): Margaret Mary Johnston

d.  Respondent present in court

Attorney present in court (name): Dianne Dreyfus

e.  Claimant present in court (name):

Attorney present in court (name):

f.  Other (specify name):

3. The court acquired jurisdiction of the respondent on (date): 01/08/10

a.  The respondent was served with process.

b.  The respondent appeared.

**THE COURT ORDERS, GOOD CAUSE APPEARING**

4. a.  Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons

(1)  on (specify date): 12/31/10

(2)  on a date to be determined on noticed motion of either party or on stipulation.

b.  Judgment of legal separation is entered.

c.  Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify):

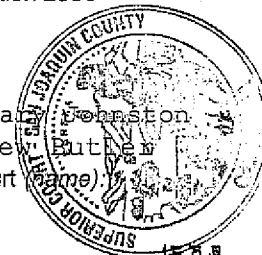
d.  This judgment will be entered nunc pro tunc as of (date):

e.  Judgment on reserved issues.

f. The  petitioner's  respondent's former name is restored to (specify):

g.  Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.

h.  This judgment contains provisions for child support or family support. Each party must complete and file with the court a *Child Support Case Registry Form* (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The *Notice of Rights and Responsibilities—Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.



THE ANNEXED INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE. CAUTION: SEAL MUST BE IN PLACE.  
 APR 06 2015  
 ATTEST  
 ROSA JUNQUEIRO  
 Clerk of the Superior Court in and for the County of San Joaquin State of California  
 Deputy

CASE NAME (Last name, first name of each party): <u>Beard, Roger v. Sharyl</u>	CASE NUMBER: <u>FL362310</u>
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4. (Cont'd.)

- i.  A settlement agreement between the parties is attached.
- j.  A written stipulation for judgment between the parties is attached.
- k.  The children of this marriage or domestic partnership.
  - (1)  The children of this marriage or domestic partnership are:
 

Name	Birthdate
Arthur Beard	10/18/1994
Daryn Beard	12/06/1995
  - (2)  Parentage is established for children of this relationship born prior to the marriage or domestic partnership.
- l.  Child custody and visitation are ordered as set forth in the attached
  - (1)  settlement agreement, stipulation for judgment, or other written agreement.
  - (2)  *Child Custody and Visitation Order Attachment* (form FL-341).
  - (3)  *Stipulation and Order for Custody and/or Visitation of Children* (form FL-355).
  - (4)  other (specify): See Findings and Order of 2/25/10
- m.  Child support is ordered as set forth in the attached
  - (1)  settlement agreement, stipulation for judgment, or other written agreement.
  - (2)  *Child Support Information and Order Attachment* (form FL-342).
  - (3)  *Stipulation to Establish or Modify Child Support and Order* (form FL-350).
  - (4)  other (specify): See attached
- n.  Spousal or partner support is ordered as set forth in the attached
  - (1)  settlement agreement, stipulation for judgment, or other written agreement.
  - (2)  *Spousal, Partner, or Family Support Order Attachment* (form FL-343).
  - (3)  other (specify): See attached

**NOTICE:** It is the goal of this state that each party will make reasonable good faith efforts to become self-supporting as provided for in Family Code section 4320. The 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 or partner support.

- o.  Property division is ordered as set forth in the attached
  - (1)  settlement agreement, stipulation for judgment, or other written agreement.
  - (2)  *Property Order Attachment to Judgment* (form FL-345).
  - (3)  other (specify):
- p.  Other (specify): See attached

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions.

Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date:

5. Number of pages attached: <u>4</u>	_____ JUDICIAL OFFICER <input checked="" type="checkbox"/> SIGNATURE FOLLOWS LAST ATTACHMENT
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**NOTICE**

Dissolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or domestic partner's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the rights of a spouse or domestic partner as beneficiary of the other spouse's or domestic partner's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution 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.

An earnings assignment may be issued without additional proof if child, family, partner, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

In re: Marriage of: Beard

Petitioner: Roger Beard  
and  
Respondent: Sharyl Beard  
Case No.: FL362310  
Attachment: Judgment

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1. The following assets shall be awarded to Husband as his sole and separate property:

- a. Residence located at 2315 Pyrenees Avenue, Stockton, CA and debt;
- b. David Walley's Timeshare, Carson City, NV and debt;
- c. Thousand Trails Camping Membership and debt;
- d. Household furniture, furnishing and personal property presently in his possession;
- e. 2006 Ford Mustang GT and debt;
- f. 1969 Chevrolet Camaro;
- g. 2000 Harley Davidson;
- h. 2004 Honda 80;
- i. 1998 Honda CR250;
- k. American General Life #2740;
- l. All right, title, interest and liability in the business known as Beard Enterprises, Inc., dba NetWerx Management;
- m. Horizon Food Group, Inc Stock and Stock Option Plan; and
- n. 2009 bonus received in 2010.

2. The following assets be awarded to Wife as her sole and separate property:

- a. Household furniture, furnishing and personal property presently in her possession;
- b. 2003 Oldsmobile Silhouette;

- c. 1998 Ford F-150 XLT;
  - d. 1978 Ford F-150 4x4;
  - e. American General Life Insurance #4801; and
  - f. All right, title, interest and liability in Wife's Mary Kay business.
3. The 2003 Yamaha 125 shall be given to Ghirard.
  4. Husband shall assume and hold Wife harmless from the outstanding obligations to American Express #2007, Discover #4696, US Bank #8992, B/A #6438/#0322, B/A #8578, Citi M/C #1206 and any other obligations in his name or incurred by him since date of separation.
  5. Wife shall assume and hold Husband harmless from the obligations to Capital One #4358, Capital One #3050, JC Penney #1561, Visa Gold #2125, and any other obligations in her name or incurred by her since date of separation.
  6. Each of the parties waive any right to equalization or offset.
  7. The Findings and Order After Hearing of 2/25/10 shall remain in full force and effect. The parties shall continue to exercise joint legal and shared physical custody of the two minor children, with primary physical custody of Arthur Joshua, dob 10/18/94, to Husband and primary physical custody of Daryn, dob 12/6/95, to Wife.
  8. Commencing 9/1/10 and continuing monthly thereafter, Husband shall pay to Wife child support in the sum of \$700 for Arthur Joshua and \$900 for Daryn for a total of \$1,500 per month. The parties shall each be responsible for one half of the children's uncovered health care expenses.
  9. Commencing 9/1/10 and continuing monthly thereafter through 8/31/16, Husband shall pay spousal support of \$1,500. As and for further spousal support,

Husband shall maintain Wife as beneficiary on the current policy covering his life or its successor, with a face value of no less than \$300,000 for so long as he has a continuing obligation for spousal support.

Said support shall be non-modifiable as to amount and duration—except upon the death of either party, Wife's remarriage, or loss of Husband's employment. (The Court shall reserve jurisdiction to review the reasons for the job loss, if the latter grounds for termination are invoked.)

The termination date of 8/31/16 is absolute. Under no circumstances does the Court retain jurisdiction to extend spousal support beyond that date.

10. Husband shall pay the sum of \$3,500 on account of Wife's attorney fees and costs. Said amount is payable in installments of \$350 per month.

11. The status of the marriage shall be terminated as of 12/31/10.

12. The parties acknowledge that they have been advised by their respective attorneys of their right to conduct formal and comprehensive discovery. The parties have expressly advised their attorneys that they do not wish them to conduct further discovery in this matter.

13. In negotiating this agreement, the parties have elected to rely on the information previously exchanged in this matter and their mutual fiduciary obligation, imposed by the Family Code, to disclose all material facts and information pertaining to the existence, characterization, and valuation of all potential community assets and obligations.

14. Each of the parties has been advised by his or her attorney that there is a risk that, despite the fiduciary obligation of full disclosure, the other party may not have

provided all relevant information. Despite this knowledge, the parties have freely, knowingly, and voluntarily elected not to engage in further discovery, in order to reduce attorney fees and costs and to minimize the adversarial nature of this proceeding.

15. In arriving at the terms contained in this Judgment, all aspects of this case have been considered, including the parties' differing positions regarding property valuation and division, debt allocation, spousal support, attorney fees, Epstein/Watts, Moore/Marsden, and FC § 2640 credits. Each of the parties have made significant compromises from their respective positions in arriving at the terms of judgment, including the lack of an equalization payment. The parties waive any right to further credit or reimbursements not specifically set forth herein, as well as the exchange of Final Declaration of Disclosures.

16. The parties represent that the division of assets and obligations as set forth in this Judgment is fair and equitable and that each party is satisfied therewith. The parties waive their right to a precisely equal division in the event of any imbalance.

**APPROVED AS TO FORM AND CONTENT.**

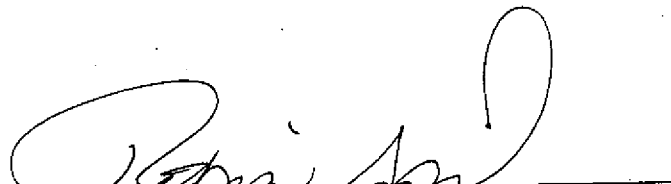
Dated: 10/18/10



Dianne Drew Butler  
Attorney for Respondent

**IT IS SO ORDERED.**

Dated: OCT 29 2010



JUDGE OF THE SUPERIOR COURT  
ROBIN APPEL

Exhibit "A"

LEGAL DESCRIPTION  
FOR  
DAVID WALLEY'S RESORT

The land referred to herein is situated in the

**State of Nevada**

**County of Douglas**

and is described as follows:

**An undivided 1/1224<sup>th</sup> interest** in and to all that real property situate in the County of Douglas, State of Nevada, described as follows:

**ADJUSTED PARCEL G** as shown on that Record of Survey To Support a Boundary Line Adjustment recorded on September 20, 2002 in the Office of the Douglas County Recorder as Document No. 0552536, adjusting that Record of Survey recorded April 29, 2002 as Document No. 0540898, pursuant to that Final Subdivision Map LDA #98-05 for DAVID WALLEY'S RESORT, a Commercial Subdivision, filed for record with the Douglas County Recorder on October 19, 2000, in Book 1000, at Page 3464, as Document No. 0501638, and by Certificate of Amendment recorded November 3, 2000, in Book 1100, Page 467, as Document No. 0502689, Official Records of Douglas County, Nevada.

Together with those easements appurtenant thereto and such easements and use rights described in the Declaration of Time Share Covenants, Conditions and Restrictions for David Walley's Resort recorded September 23, 1998, as Document No. 0449993, and as amended by Document Nos. 0466255, 0485265, 0489957, 0509920 and 0521436, and that Declaration of Annexation of David Walley's Resort Phase III recorded on July 1, 2003 in the Office of the Douglas County Recorder as Document No. 0582120 and subject to said Declaration; with the exclusive right to use said interest for **One Use Period** within a **TWO BEDROOM UNIT Every Year** in accordance with said Declaration.

Together with a perpetual non-exclusive easement of use and enjoyment in, to and throughout the Common Area and a perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement and Relocation recorded on May 26, 2006, in Book 0506 at Page 10729, as Document No. 0676008; and Access Easement recorded on July 26, 2006, in Book 0706 at Page 9371, as Document No. 0680633, all of Official Records, Douglas County, Nevada.

**Inventory No.: 17-070-03-01**