

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Mark A. Hewitt SCHWAMB & STABILE Bar No.: 158636 333 City Blvd. West, Suite 710 Orange, CA 92868 TELEPHONE NO.: 714/937-3911 FAX NO.: 714/937-0857 ATTORNEY FOR (Name): Kari Basham	FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE LAMOREAUX JUSTICE CENTER DEC 23 2003 ALAN SLATER, Clerk of the Court <i>L. Taheri</i> BY L. TAHERI
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 341 City Drive MAILING ADDRESS: P.O. Box 14170 CITY AND ZIP CODE: Orange, CA 92613-1570 BRANCH NAME: Lamoreaux Justice Center	
MARRIAGE OF PETITIONER: KARI BASHAM RESPONDENT: CHRISTIAN BASHAM	
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 <input type="checkbox"/> Judgment on reserved issues Date marital status ends: <u>1-4-04</u>	
CASE NUMBER: 03 D 005006	

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

2. This proceeding was heard as follows: default or uncontested by declaration under Fam. Code, § 2336 contested

a. Date: DEC 23 2003 Dept.: L68 Rm.:
 b. Judicial officer (name): JUDGE NANCY A. POLLARD Temporary judge
 c. Petitioner present in court Attorney present in court (name):
 d. Respondent present in court Attorney present in court (name):
 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): July 3, 2003 **OK**
 Respondent was served with process Respondent appeared

4. 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): 1-4-04
 (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. The parties are declared to be unmarried persons on the ground of (specify):

d. This judgment will be entered nunc pro tunc as of (date):
 e. Judgment on reserved issues.
 f. Wife's Husband's former name be restored (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. Both parties 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 form *Notice of Rights and Responsibilities and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

XJSTP

4. i. A marital settlement agreement between the parties is attached.
- j. A written stipulation for judgment between the parties is attached.
- k. Child custody and visitation is ordered as set forth in the attached
- Marital settlement agreement, stipulation for judgment, or other written agreement.
 Child Custody and Visitation Order Attachment (form FL-341)
 Other (specify):
- l. Child support is ordered as set forth in the attached
- Marital settlement agreement, stipulation for judgment, or other written agreement.
 Child Support Information and Order Attachment (form FL-342)
 Non-Guideline Child Support Findings Attachment (form FL-342(A))
 Stipulation to Establish or Modify Child Support Order (form FL-350)
 Other (specify):
- m. Spousal support is ordered as set forth in the attached
- Marital settlement agreement, stipulation for judgment, or other written agreement.
 Spousal or Family Support Order Attachment (form FL-343)
 Other (specify):
- NOTICE: It is the goal of this state that each party shall 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 support.
- n. Parentage is established for children of this relationship born prior to the marriage.
- o. Other (specify): See Attachment to Judgment

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

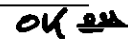
Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date: DEC 23 2003



5. Number of pages attached: 11

JUDGE OF THE SUPERIOR COURT
JUDGE NANCY A. POLLAR
 SIGNATURE FOLLOWS LAST ATTACHMENT

OK 

NOTICE:

Dissolution or legal separation may automatically cancel the rights of a spouse under the other spouse's will, trust, retirement benefit 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 as beneficiary of the other spouse's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement benefit 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 will automatically be issued if child support, family support, 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.

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MARITAL SETTLEMENT AGREEMENT

This Agreement dated as set forth below is by and between KARI BASHAM, hereinafter referred to as "Wife" and CHRISTIAN BASHAM, hereinafter referred to as "Husband".

I

RECITALS

This Agreement is made with reference to the following facts:

A. We were married on March 15, 1999, and separated on or about January 3, 2003.

B. We have no minor children the issue of this marriage.

C. Irreconcilable differences have arisen between us which has resulted in our separation, such that we have ceased to live together as husband and wife, and we now agree and intend to live apart permanently.

D. Our agreement is final and complete. We desire by this agreement to settle all issues arising from our marriage including but not limited to:

1. Confirming to each party the separate property belonging to that party;

2. Effecting a complete and final division of all community property and debts; and,

3. Resolving the issues of spousal support and attorneys' fees and costs.

NOW, THEREFORE, in consideration of the promises, and of the mutual representations, warranties and undertakings hereinafter set forth, we agree as follows:

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II

SPOUSAL SUPPORT

We acknowledge that spousal support is a valuable property right afforded to each of us under California law. We each hereby willfully and knowingly waive any and all right to receive spousal support from the other, and agree that hereinafter no court shall have jurisdiction to order either of us to pay spousal support to the other as a result of this marriage. The court shall terminate its jurisdiction over the issue of spousal support, upon presentation of the judgment in this action.

III

JOINT PROPERTY

A. Husband assigns to Wife all of his right, title, and interest in and to the following property and agrees that such property is to be the Wife's sole and separate property:

1. All personal property presently in Wife's possession, including but not limited to, furniture, furnishings, bank accounts, clothing and personal effects, with the exception of any specifically mentioned otherwise in this Agreement;

2. The residence located at 2814 Loreto avenue, Costa Mesa;

3. The contents of the Loreto residence, with the exception of any personal items of Husband;

4. Maka and Max;

5. 1968 912 Porsche automobile;

6. 1989 Ford Explorer; and,

////

1 7. Any and all retirement benefits in Wife's name or
2 under Wife's social security number, whether such benefits are
3 defined benefits, defined contributions or any other type of
4 retirement benefit, however held or maintained by any entity.

5 B. Wife assigns to husband all of her right, title, and
6 interest in and to the following property and agrees that such
7 property is to be the Husband's sole and separate property:

8 1. All personal property presently in Husband's
9 possession, including but not limited to, furniture, furnishings,
10 bank accounts, clothing and personal effects, with the exception
11 of any specifically mentioned otherwise in this Agreement;

12 2. The business known as me2media, inc., including
13 all equipment, goodwill and all other rights associated with the
14 name me2media;

15 3. Jake;

16 4. 2001 Ford Explorer;

17 5. Any and all retirement benefits in Husband's name
18 or under Husband's social security number, whether such benefits
19 are defined benefits, defined contributions or any other type of
20 retirement benefit, however held or maintained by any entity;

21 6. All business and personal accounts.

22 C. Unless otherwise provided for in this Agreement, all
23 property assigned hereunder is assigned subject to all existing
24 encumbrances and liens thereon. The assignee agrees to indemnify
25 and hold the other party free and harmless from any claim or
26 liability that the other party may suffer or may be required to
27 pay as a result of such encumbrances or liens.

1 D. Unless otherwise provided for in this Agreement, all
2 insurance on the property being assigned hereunder is assigned to
3 the party receiving this property. The party to whom the
4 insurance is assigned shall pay all insurance premiums from the
5 date of this Agreement.

6 E. Each party hereby warrants to the other that he or she
7 is not now possessed of or entitled to any property of any kind or
8 description, whether separate or community, which has not been
9 covered by this Agreement. Each party further warrants that he or
10 she has not made any gift or transfer, for less than adequate
11 consideration, of any community property of the parties without
12 the knowledge of the other.

13 F. The Court in our Case has continuing jurisdiction to
14 resolve any claims to Joint Property which is undisclosed,
15 concealed, or unknown as to existence, value or legal entitlement,
16 if the claim arises out of our marriage. No separate proceeding,
17 in partition, later separate lawsuit, or otherwise, shall be
18 required.

19 G. In the event that Wife is unable to remove Husband from
20 her health insurance until the commencement of open enrollment on
21 January 1, 2004, then Husband shall reimburse to Wife the sum of
22 \$151.00 per month for each month that he remains on Wife's
23 insurance, commencing with August 1, 2003.

24 H. Husband shall make his best faith efforts to either
25 immediately pay the balance due on the 2001 Ford Explorer awarded
26 to him above, or to remove Wife's name from any liability
27 associated with the vehicle. Regardless of Husband's ability to

1 remove Wife from liability for this vehicle, Husband shall remain
2 solely responsible for the payment and payoff of all liabilities
3 associated with the vehicle.

4 I. The award of the contents of the Loreto residence to
5 Wife is intended to award her the majority of the contents
6 therein. Husband is restricted to removing only those items of a
7 personal nature to him. In the event that there is a dispute
8 regarding the contents of the residence, then the parties agree
9 that a special master shall be appointed to resolve their dispute.

10 J. Husband shall be assigned the following obligations and
11 he shall indemnify and hold Wife harmless therefrom:

- 12 1. Chevron - Account #xxx-0002
- 13 2. OC Federal Credit Union - N/A
- 14 3. Sears - N/A
- 15 4. Capital One Business - Account # xxx-0520
- 16 5. Wells Checking Business - Account # xxx-4310
- 17 6. Bank One Business - Account # xxx-0790
- 18 7. Wells Fargo Checking - Account # xxx-3110
- 19 8. Wells Fargo Savings - Account # xxx-3110
- 20 9. Capital One - Account # xxx-9400
- 21 10. Union 76 - Account # xxx-0034

22 IV

23 EQUALIZATION PAYMENT

24 As and for an equalization payment, Wife shall pay to Husband
25 the sum of \$95,000.00. The equalizing payment shall be due within
26 ten (10) days of entry of judgment hereon, however, at her option
27 Wife may chose to pay it sooner. The equalization payment shall

1 constitute the final consideration for all other terms of this
2 agreement. There shall be no other moneys or property due from
3 either party to the other.

4 V

5 GENERAL PROVISIONS

6 A. Our Agreement contains our entire Agreement on the
7 matters it covers. Unless otherwise provided in our Agreement, no
8 other agreement, statement, or promise made by or to either of us,
9 our counsel, or any other agent or representative of either of us
10 is binding unless in writing and signed by both of us.

11 B. We recognize that circumstances may call for changes in
12 our Agreement over time, however, we do not want to have
13 misunderstandings about the terms of those changes. Accordingly,
14 except as otherwise specifically provided in our Agreement, our
15 Agreement, including this clause itself, can not be modified by
16 any oral representations made by either of us.

17 C. If any provision, part, term, division, topic, title,
18 paragraph, section, clause or word of our Agreement is held to be
19 invalid, illegal, void or for any other reason unenforceable, then
20 we intend that our Agreement should be construed to give as much
21 effect as is legally possible both to our general goals in making
22 our Agreement and to our intentions in including that specific
23 clause. The remainder of the clause, and of our entire Agreement,
24 shall remain in effect, and its provisions are declared severable.

25 D. We have negotiated our Agreement in California. It
26 shall be interpreted according to California law.

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1 E. We do not presently intend to reconcile, but we wish
2 now to specify that if we do later in fact reconcile, our
3 Agreement shall nevertheless continue in full effect unless, in a
4 writing signed by both of us, we choose to modify or revoke it.

5 F. We have used headings in our Agreement only to be
6 descriptive and to help us to locate topics. The headings are not
7 part of our agreement and do not by themselves confer any rights
8 or obligations.

9 G. Except as otherwise expressly provided in our
10 Agreement, each of us releases the other from:

11 1. all interspousal obligations, whether incurred
12 before or after the Effective Date; and,

13 2. all claims to the property of the other, whether
14 such claims are known or unknown.

15 H. The parties each waive the benefits of California Civil
16 Code Section 1542, which states that a general release does not
17 extend to claims which the creditor does not know or suspect to
18 exist in his favor at the time of executing the release, which if
19 known by him must have materially affected his settlement with the
20 debtor. This release does not apply to any obligation incurred
21 under our Agreement, under any document executed pursuant to our
22 Agreement, or under any judgment or order issued incident to our
23 Agreement. The release is binding on our heirs, executors,
24 administrators, and assigns.

25 I. We will promptly and completely sign, acknowledge and
26 deliver, whenever requested by the other in writing, any paper
27 reasonably necessary to carry out our Agreement. If either of us

1 is in default for more than fifteen days in this obligation then,
2 upon seven days' written notice to the defaulting spouse, all
3 judges, commissioners, and deputy court clerks of the court in
4 which our case is filed shall have full authority as elisor to
5 sign those instruments on behalf of the defaulting party.

6 J. In addition to specific reservations of jurisdiction
7 over particular assets or other matters stated elsewhere in our
8 Agreement, the Court in our Case shall retain the broadest
9 possible general jurisdiction to resolve all disputes between us
10 arising from our marital rights to our Agreement. We each consent
11 to full personal and subject matter jurisdiction.

12 K. For the purpose of complying with the provisions for
13 Appearance, Stipulation, and Waivers, as set forth in official
14 council of California forms, we agree:

15 1. The spouse designated in the Judgment as "Husband"
16 makes a general appearance.

17 2. Wife has previously made a general appearance.

18 3. Whether or not either of us is a member of the
19 military services of the United States of America, we each waive
20 all rights under the Soldiers and Sailors Civil Relief Act of
21 1940, as amended, and neither of us contests this proceeding.

22 4. We stipulate that this case may be tried as an
23 uncontested matter.

24 5. We waive our rights to notice of trial, findings
25 of facts and conclusions of law, motion for a new trial, and right
26 to appeal.

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6. This matter may be tried by a commissioner or other member of the State Bar sitting as temporary judge.

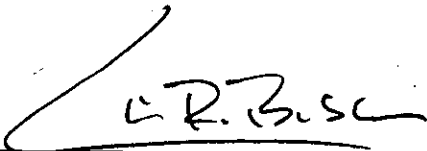
7. A written settlement agreement has been entered into between us; our Agreement is this statement.

8. None of these stipulations or waivers shall apply unless the court approves this written settlement agreement or Stipulation for Judgment.

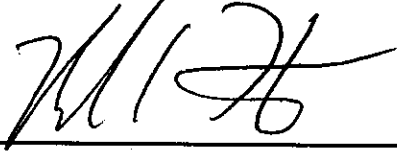
L. Husband acknowledges that the attorney for Wife drafted this Agreement; however, Husband waives any right to have this Agreement interpreted against Husband for this reason. In all matters of interpretation of this Agreement, both parties shall stand on an equal footing as to the other.

M. Husband has been advised, and has had the opportunity to seek independent counsel with regard to this Agreement. Husband hereby waives the right to set aside this Agreement on the basis of mistake in law.

N. The Effective Date of our Agreement shall be the date upon which it is signed by the latter of us to sign it.

Date: 11/18/03 
CHRISTIAN BASHAM, Husband
In pro per

Date: _____
KARI BASHAM, Wife

Date: 12/15/03 
MARK A. HEWITT, Attorney for Wife

1 6. This matter may be tried by a commissioner or
2 other member of the State Bar sitting as temporary judge.

3 7. A written settlement agreement has been entered
4 into between us; our Agreement is this statement.

5 8. None of these stipulations or waivers shall apply
6 unless the court approves this written settlement agreement or
7 Stipulation for Judgment.

8 L. Husband acknowledges that the attorney for Wife drafted
9 this Agreement; however, Husband waives any right to have this
10 Agreement interpreted against Husband for this reason. In all
11 matters of interpretation of this Agreement, both parties shall
12 stand on an equal footing as to the other.

13 M. Husband has been advised, and has had the opportunity
14 to seek independent counsel with regard to this Agreement.
15 Husband hereby waives the right to set aside this Agreement on the
16 basis of mistake in law.

17 N. The Effective Date of our Agreement shall be the date
18 upon which it is signed by the latter of us to sign it.

20
21 Date: 11/18/03

Christian Basham
CHRISTIAN BASHAM, Husband
In pro per

24 Date: 12/1/03

Kari Basham
KARI BASHAM, Wife **FAX**

27 Date: _____

MARK A. HEWITT, Attorney for Wife

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange } ss.

On November 18, 2003 before me, Diane Perhals, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.



WITNESS my hand and official seal.

Diane Perhals
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Marital Settlement Agreement

Document Date: July 23, 2003 Number of Pages: 9

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

