

MEMORANDUM OF UNDERSTANDING

IRMO Yan
OCSC # 21D003196

Pursuant to the mediation process for the action involving Helen Irving-Yan and Kelvin Yan, the parties agree to the following:

1. Helen shall be confirmed and/or awarded the following as her sole and separate property:
 - a. Real property located at 2810 Domingo Rd, Fullerton CA subject to any encumbrance thereon. HUSBAND shall remove his name from title if not already done. HUSBAND shall provide WIFE any and all documents and information to take over the HELOC obligation.
 - b. Real property located at 7702 Spring Hill St, Chino, CA. There shall be a deed transferring title to WIFE.
 - c. Any and all financial accounts held in her name, including checking, savings, investment, stock, retirement accounts, to be detailed out in the Stipulated Judgment per the MBS attached hereto as Exhibit 1 which is for identification only and not for the values, balances, opinions contained therein.
 - d. 2022 Tesla Model 3. Title shall be transferred to WIFE.
2. Kelvin shall be confirmed and/or awarded the following as his sole and separate property:
 - a. Real property located at 2984 E. Stearns St., Brea, CA 92821 subject to any and all encumbrances thereon. HUSBAND shall obtain either an assumption of the mortgage or refinance to remove WIFE's name from the mortgage obligation within 120 days of Judgment being filed with the Court. WIFE shall remove her name from title in conjunction with the removal of her name from the mortgage.
 - b. Real property located at 578 S. Brea Blvd., Brea, CA 92821, subject to any and all encumbrances thereon.
 - c. Any and all interest in business entities listed in the MBS, including any and all assets, and any and all past, present and future liabilities of which HUSBAND shall indemnify WIFE and hold her harmless. Any reference to the attached Exhibit 1 - MBS prepared by White Zuckerman dated 8/13/26 is for reference to identification of assets only and not for the values, balances and opinions set forth therein.
 - d. Any and all financial accounts held in his name per the MBS, including checking, savings, investment, stock, retirement accounts, to be detailed out in the Stipulated Judgment. Any reference to the attached Exhibit 1 - MBS prepared by White Zuckerman dated 8/13/26 is for reference to identification of assets only

and not for the values, balances and opinions set forth therein.

- e. John Hancock Life Insurance policy insuring his life.
 - f. Allianz Universal Life Insurance policy insurance his life.
 - g. 2022 Tesla Model Y.
 - h. 2021 Porsche Taycan.
3. There shall be an equalization payment taking into consideration of any and all credits, reimbursements and property related charges/credits including but not limited to Epstein, Watts, etc. from Kelvin to Helen in the stipulated amount of \$100,000. This agreement resolves the issue of all assets and debts, spousal support, and contribution towards all fees and costs incurred throughout this litigation.
 4. The parties shall share joint legal custody of the three minor children. FATHER shall have the minor children every weekend from Friday at 6 pm to Sunday to 6 pm. and any other time the parents shall mutually agree. MOTHER shall have physical custody of the minor children at all other times not with FATHER.
 5. The parties shall work out a schedule to work out sharing the holidays to be included in the Stipulated Judgment.
 6. Spousal support: There shall be a waiver of spousal support and termination of jurisdiction to award support. There are no support arrears due and owing by Kelvin to Helen.
 7. Child support: Commencing 10/1/2026, Kelvin shall pay Helen \$3,300 per month as and for child support for the minor children. Child support shall be broken down as follows: KORY (\$643); KRISTI (\$966); and KURTIS (\$1691). Commencing June 01, 2027, child support for KORY shall terminate.
 8. Each party shall be responsible for their own attorney (including any and all experts) fees and costs incurred throughout this litigation.
 9. This MOU shall be enforceable pursuant to CCP '664.6 in all respects.

DATED: _____

HELEN IRVING-YAN

DATED: _____

KELVIN YAN