

PARTY WITHOUT ATTORNEY <i>or</i> ATTORNEY STATE BAR NO.: 253665 NAME: Lauren Mullee FIRM NAME: The Law Office of Lauren Mullee, A Professional Law Corporation STREET ADDRESS: One Park Plaza, Suite 600 CITY: Irvine STATE: CA ZIP CODE: 92614 TELEPHONE NO.: 949-570-0701 FAX NO.: 949-570-0704 EMAIL ADDRESS: lauren@laurenmulleelaw.com ATTORNEY FOR (<i>name</i>): Helen Su Irving-Yan	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 341 The City Drive South MAILING ADDRESS: Same CITY AND ZIP CODE: Orange 92868-3205 BRANCH NAME:	
PETITIONER: Helen Su Irving-Yan RESPONDENT: Kelvin Yan	
NOTICE OF ENTRY OF JUDGMENT	CASE NUMBER: 21D003196

You are notified that the following judgment was entered on (*date*):

- | | | |
|--|--|---|
| 1. ☐ Dissolution | 4. ☐ Dissolution—status only | 7. ☐ Dissolution—reserving jurisdiction over termination of marital status or domestic partnership |
| 2. ☐ Legal separation | 5. ☐ Parent-child relationship | |
| 3. ☐ Nullity | 6. ☒ Judgment on reserved issues | 8. ☐ Other (<i>specify</i>): |

Date: _____ Clerk, by _____, Deputy

—NOTICE TO ATTORNEY OR RECORD OR PARTY WITHOUT ATTORNEY—

Under Code of Civil Procedure section 1952, if no appeal is filed, the court may order the exhibits destroyed or otherwise disposed of after 60 days from the expiration of the appeal time.

STATEMENTS IN THIS BOX APPLY ONLY TO JUDGMENT OF DISSOLUTION
Effective date of termination of marital status (<i>specify</i>): Effective date of termination of domestic partnership status (<i>specify</i>): WARNING: Neither party may remarry or enter into a new domestic partnership until the effective date of the termination of marital or domestic partnership status, as shown in this box.

CLERK'S CERTIFICATE OF MAILING

I certify that I am not a party to this cause and that a true copy of *Notice of Entry of Judgment* was mailed first class, postage fully prepaid, in a sealed envelope addressed as shown below, and that the notice was mailed

at (*place*): _____, California, on (*date*): _____

Date: _____ Clerk, by _____, Deputy

Name and address of petitioner or attorney Lauren Mullee, CFLS One Park Plaza, Suite 600 Irvine, CA 92614	Name and address of respondent or attorney Kelvin Yan, Respondent In Pro Per 2984 E. Stearns Street Brea, CA, 92821

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Lauren Mullee 253665
The Law Office of Lauren Mullee, A Professional Law Corporation
One Park Plaza, Suite 600
Irvine CA 92614

TELEPHONE NO.: **949-570-0701**FAX NO. (Optional): **949-570-0704**E-MAIL ADDRESS (Optional): **lauren@laurenmulleelaw.com**ATTORNEY FOR (Name): **Helen Su Irving-Yan**

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF OrangeSTREET ADDRESS: **341 The City Drive South**MAILING ADDRESS: **Same**CITY AND ZIP CODE: **Orange 92868-3205**BRANCH NAME: **Lamoreaux Justice Center****MARRIAGE OR PARTNERSHIP OF**PETITIONER: **Helen Su Irving-Yan**RESPONDENT: **Kelvin Yan****JUDGMENT**
☒ **DISSOLUTION** ☐ **LEGAL SEPARATION** ☐ **NULLITY**
☐ **Status only**☐ **Reserving jurisdiction over termination of marital or domestic partnership status**☒ **Judgment on reserved issues**

CASE NUMBER:

21D003196**Date marital or domestic partnership status ends:**

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 ☐ Agreement in court
 - a. Date: _____ Dept.: _____ Room: _____
 - b. Judicial officer (name): _____ ☐ 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): **4/24/23**
 - 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): _____
 - (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.

CASE NAME (Last name, first name of each party):
Irving-Yan v. Yan

CASE NUMBER:
21D003196

4. i. ☒ The children of this marriage or domestic partnership are:
- (1) ☒ Name Birthdate
Kory Irving Yan 10/10/2008
Kristy Irving Yan 12/27/2010
Kurtis Irving Yan 4/10/2015
- (2) ☐ Parentage is established for children of this relationship born prior to the marriage or domestic partnership
- j. ☒ Child custody and visitation (parenting time) are ordered as set forth in the attached
- (1) ☒ Settlement agreement, stipulation for judgment, or other written agreement which contains the information required by Family Code section 3048(a).
- (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) ☐ Previously established in another case. Case number: _____ Court: _____
- k. ☒ Child support is ordered as set forth in the attached
- (1) ☒ Settlement agreement, stipulation for judgment, or other written agreement which contains the declarations required by Family Code section 4065(a).
- (2) ☐ *Child Support Information and Order Attachment* (form FL-342).
- (3) ☐ *Stipulation to Establish or Modify Child Support and Order* (form FL-350).
- (4) ☐ Previously established in another case. Case number: _____ Court: _____
- l. ☒ Spousal, domestic partner, or family support is ordered:
- (1) ☐ Reserved for future determination as relates to ☐ petitioner ☐ respondent
- (2) ☒ Jurisdiction terminated to order spousal or partner support to ☒ petitioner ☒ respondent
- (3) ☐ As set forth in the attached *Spousal, Partner, or Family Support Order Attachment* (form FL-343).
- (4) ☒ As set forth in the attached settlement agreement, stipulation for judgment, or other written agreement.
- (5) ☐ Other (specify): _____
- m. ☒ 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): _____
- n. ☒ Attorney fees and costs are ordered as set forth in the attached
- (1) ☒ Settlement agreement, stipulation for judgment, or other written agreement.
- (2) ☐ *Attorney Fees and Costs Order* (form FL-346).
- (3) ☐ Other (specify): _____
- o. ☐ Other (specify): _____

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: _____

 JUDICIAL OFFICER
☐ SIGNATURE FOLLOWS LAST ATTACHMENT

5. Number of pages attached: _____

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 property interest. 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.

5 The Parties intend this Agreement to be a final and complete settlement of all of
6 their rights and obligations to each other arising out of their marriage, including without
7 limitation all past, present, and future interspousal claims of any kind that either may
8 have against the other, except as otherwise expressly provided herein.

9 Therefore, Petitioner and Respondent agree, and the Court hereby orders, as
10 follows:

12 **Marriage and Separation**

13 1. Petitioner and Respondent were married on June 17, 2006. They separated on
14 August 1, 2020 (the "Date of Separation"). The duration of the marriage from the
15 date of marriage to the Date of Separation is fourteen (14) years and one (1)
16 month.

2. Petitioner filed her Petition for Dissolution of Marriage in Orange County Superior Court Case No. 21D003196 on April 29, 2021. Respondent filed his Response on April 24, 2023, and has appeared in this action. On June 27, 2024, the Court entered a status-only judgment dissolving the Parties' marriage and terminating their marital status, and reserved jurisdiction over all other issues. This Judgment resolves all issues reserved by the status-only judgment.

25 3. The Court has jurisdiction over the Parties and the subject matter of this action,
26 and retains jurisdiction as set forth in this Judgment.

COMPLIANCE WITH DECLARATION OF DISCLOSURE REQUIREMENTS

4. Pursuant to Family Code section 2105(d), both Parties hereby waive the requirements of Family Code section 2105(a) concerning the service of a Final Declaration of Disclosure. Each Party understands that by agreeing to this waiver, he or she may be affecting his or her ability to have this Agreement set aside as provided by law. This waiver is not intended, in and of itself, to affect the law regarding the fiduciary obligations owed by the Parties, the Parties' rights with respect to setting aside a judgment, or any other rights or responsibilities of the Parties as provided by law. This waiver is knowingly, intelligently, and voluntarily entered into by each of the Parties.

5. Each Party further represents:

- a. Both Parties have complied with Family Code section 2104, and the Preliminary Declarations of Disclosure have been completed and exchanged.
- b. Both Parties have completed and exchanged a current Income and Expense Declaration (form FL-150) that includes all material facts and information regarding that Party's earnings, accumulations, and expenses.
- c. Both Parties have fully complied with Family Code section 2102 and have fully augmented their Preliminary Declarations of Disclosure, including disclosure of all material facts and information regarding the characterization of all assets and liabilities, the valuation of all assets that are contended to be community property or in which it is contended the community has an interest, and the amounts of all obligations that are contended to be community obligations or for which it is contended the community has liability.
- d. Each Party enters into this waiver knowingly, intelligently, and voluntarily, and understands that this waiver does not limit the legal disclosure obligations of the Parties, but rather is a statement under penalty of perjury

that those obligations have been fulfilled. Each Party further understands that noncompliance with those obligations could result in the Court setting aside all or part of this Agreement.

CUSTODY OF CHILDREN

Findings

6. Petitioner and Respondent are the parents of the following minor children (collectively, the “children” or the “minor children”):

- a. KORY IRVING YAN, born October 10, 2008 (age 17);
- b. KRISTY IRVING YAN, born December 27, 2010 (age 15); and
- c. KURTIS IRVING YAN, born April 10, 2015 (age 11).

7. Family Code Section 3048 Findings:

- a. California is the home state of the minor children, and no other state has assumed jurisdiction. Jurisdiction over all issues of custody and visitation exists in California and in no other state, and California hereby exercises that jurisdiction.
- b. Both Parties were present and had notice and opportunity to be heard in this matter.
- c. The child custody and visitation rights of each Party are set forth in this Judgment.
- d. The country of habitual residence of the minor children is the United States of America.
- e. Both Parties acknowledge that any violation of the within custody and visitation orders may subject the Party in violation to civil or criminal penalties, or both.

Legal Custody

8. Petitioner and Respondent shall share joint legal custody of the minor children. “Joint legal custody” under Family Code section 3003 means that both parents

1 shall share the right and responsibility to make the decisions relating to the health,
2 education, and welfare of a child.

3 a. Neither parent shall change the surname of any child, or cause the
4 surname to be changed on medical, dental, school, DMV, or other legal
5 records, without the written consent of the other parent or order of the
6 Court.

7 b. Both parents' names, addresses, and telephone numbers shall be listed
8 on all medical, dental, and school records. Both parents shall have access
9 to all medical and school records pertaining to the children and may
10 independently consult with any and all professionals involved with the
11 children.

12 c. It is each parent's responsibility to request school calendars, progress
13 reports, report cards, and parent-teacher conferences directly from the
14 school, and the children's athletic schedules and social events from the
15 appropriate provider.

16 d. Each parent may obtain emergency health care for the children without
17 the consent of the other parent, and shall notify the other parent as soon
18 as reasonably possible so that the other parent may participate in
19 decision-making.

20 **Physical Custody and Parenting Schedule**

21 9. Petitioner shall have primary physical custody of the minor children.

22 a. Regular Schedule. Respondent shall have parenting time with the minor
23 children every weekend from Friday at 6:00 p.m. until Sunday at 6:00 p.m.,
24 and at any other times the Parties mutually agree. Petitioner shall have
25 the minor children at all other times not allocated to Respondent.

26 b. Exchanges. Respondent shall pick up the children from Petitioner's
27 residence at the start of his parenting time, and return them to Petitioner's
28 residence at its conclusion, unless the Parties agree otherwise.

1 c. Holidays and Special Days. The Parties shall share holidays and special
2 days (including the children's birthdays, Mother's Day, and Father's Day)
3 flexibly, by mutual agreement reached in good faith and reasonably in
4 advance. Absent such agreement, the regular schedule set forth above
5 shall apply.

6 d. Flexibility. The Parties have co-parented cooperatively and intend to
7 continue to do so. The Parties may modify the parenting schedule from
8 time to time by mutual agreement, which may be confirmed by text
9 message or e-mail, without further order of the Court.

10 **Travel**

11 10. Either Party may travel with the minor children, domestically or internationally,
12 provided that the traveling Party gives the other Party at least thirty (30) days'
13 advance written notice of the proposed travel, together with a travel itinerary,
14 including dates, destinations, lodging, and contact information. No further
15 consent or Court order shall be required. Travel shall not interfere with the
16 children's school schedules unless the Parties agree otherwise in advance, in
17 writing.

18 **Co-Parenting Communication and Safety**

19 11. The Parties shall communicate flexibly and cooperatively regarding the children.
20 All questions or inquiries shall be responded to in a prompt and constructive
21 manner. All communications shall be brief, informative, factual, and friendly, and
22 focused on the best interests of the children.

23 12. The Parties agree that the safety, health, and well-being of the children are their
24 top priorities as parents. Both Parties shall ensure that the children are
25 transported only by a safe and licensed driver who is not under the influence of
26 drugs or alcohol, and in appropriate child restraints to the extent required by law.

CHILD SUPPORT

Stipulated Child Support

13. Commencing October 1, 2026, and payable on the first (1st) day of each month thereafter, Respondent shall pay to Petitioner, as and for the support of the minor children, the total sum of Three Thousand Three Hundred Dollars (\$3,300.00) per month, allocated among the children as follows:

- a. KORY IRVING YAN: \$600.00 per month;
- b. KRISTY IRVING YAN: \$1,000.00 per month; and
- c. KURTIS IRVING YAN: \$1,700.00 per month.

14. Termination as to Each Child.

- a. Child support for KORY IRVING YAN shall terminate upon KORY's graduation from high school in June 2027, or as otherwise provided in Family Code section 3901, whichever first occurs.
- b. Child support for each of KRISTY IRVING YAN and KURTIS IRVING YAN shall continue until that child marries, dies, is emancipated, reaches age 18, or reaches age 19 if still a full-time high school student who is not self-supporting and who resides with Petitioner, whichever first occurs, pursuant to Family Code section 3901, or until further order of the Court.
- c. Upon termination of support for any child, the allocations for the remaining child or children shall continue in the amounts set forth above, without recalculation, until each such child's support terminates or until further order of the Court. Upon termination of support for KORY IRVING YAN, total child support shall be \$2,700.00 per month.

15. Negotiated, Non-Guideline Amount. The child support set forth herein is a negotiated amount agreed to by the Parties as part of their global settlement. The Parties, each having been advised of the statewide uniform guideline (Family Code section 4050 et seq.), have knowingly and voluntarily elected not to

1 calculate the guideline amount, and stipulate to the amount set forth herein
2 whether it is above or below guideline.

3 16. Family Code Section 4065(a) Declarations. The Parties declare, and the Court
4 finds, that:

- 5 a. The Parties are fully informed of their rights concerning child support;
- 6 b. This order is being agreed to without coercion or duress;
- 7 c. This agreement is in the best interests of the minor children;
- 8 d. The needs of the minor children will be adequately met by the stipulated
9 amount; and
- 10 e. The right to support has not been assigned to the County of Orange or any
11 other county pursuant to Welfare and Institutions Code section 11477, and
12 no public assistance application is pending.

13 17. Modification. If the stipulated child support is below the amount established by
14 the statewide uniform guideline, no change of circumstances need be
15 demonstrated to obtain a modification of the child support order to the applicable
16 guideline level or above, pursuant to Family Code section 4065(d).

17 18. No Arrears. The Parties agree, and the Court finds, that as of the Effective Date
18 there are no arrears of child support owed by Respondent to Petitioner.

19 **Child Support Add-Ons**

20 19. Commencing October 1, 2026, and as and for additional child support, each Party
21 shall pay fifty percent (50%) of the following expenses for the minor children:

- 22 a. All reasonable uninsured and unreimbursed health care costs, including
23 medical, dental, orthodontic, optometric, psychiatric, psychological, and
24 other health-care expenses (Family Code section 4062(a)(2));
- 25 b. All child care costs related to employment or to reasonably necessary
26 education or training for employment skills (Family Code section
27 4062(a)(1)); and
28

c. All mutually agreed educational expenses, special-needs expenses, and extracurricular activity expenses (Family Code section 4062(b)). Agreement shall not be unreasonably withheld.

20. Reimbursement Procedure. The Party who pays an add-on expense shall provide the other Party with written proof of payment within thirty (30) days of payment, and the other Party shall reimburse his or her fifty percent (50%) share within thirty (30) days of receipt of such proof, consistent with Family Code section 4063. The Parties may, by agreement, keep a running tally of add-on expenses and settle the net balance monthly within fifteen (15) days after the close of each month.

Health Insurance for the Minor Children

21. Petitioner shall maintain health insurance coverage for the minor children through Covered California. The Parties shall each pay fifty percent (50%) of the premiums for such coverage. Respondent shall reimburse Petitioner for his 50% share of each premium within fifteen (15) days of receipt of proof of payment. Each Party shall cooperate in the presentation, collection, and reimbursement of any claim under such coverage.

22. The Court finds that, as of the Effective Date, health insurance coverage for the minor children is not available to either Party through his or her employment. Pursuant to Family Code section 3751, if health insurance coverage for the minor children becomes available to either Party through that Party's employment or other group plan at no cost or at a reasonable cost, that Party shall promptly notify the other Party in writing, and shall obtain and maintain such coverage for the minor children for so long as it remains available at no cost or at a reasonable cost. The Parties shall then meet and confer regarding whether the Covered California coverage should be discontinued and how any premium for the employment-based coverage shall be shared. A Health Insurance Coverage Assignment may issue pursuant to Family Code section 3761.

Earnings Assignment, Interest, and Collection

23. An Earnings Assignment Order for Support shall issue pursuant to Family Code section 5230. Service of the earnings assignment shall be stayed pursuant to the Parties' written agreement under Family Code section 5260. The stay shall terminate if Respondent is more than ten (10) days late in any support payment.
24. Pursuant to Family Code section 5616, in the event that there is a contract between a party receiving support and a private child support collector, the party ordered to pay support must pay the fee charged by the private child support collector. This fee must not exceed thirty-three and one-third percent (33 1/3%) of the total amount of past due support nor may it exceed fifty percent (50%) of any fee charged by the private child support collector. The money judgment created by this provision is in favor of the private child support collector and the party receiving the support, jointly.
25. Any Party required to pay support must pay interest on overdue amounts at the "legal" rate, which is currently ten percent (10%) per annum.

Life Insurance as Security for Child Support

26. Pursuant to Family Code section 4012 and the Parties' stipulation, Respondent shall maintain, at his sole expense, the John Hancock term life insurance policy ending in 8804 insuring his life (20-year term; \$5,000,000 death benefit), and shall keep Petitioner designated as, at minimum, a twenty-five percent (25%) irrevocable beneficiary thereof, for so long as Respondent has any obligation to pay child support under this Judgment, including any unpaid arrears.
- a. Respondent shall not borrow against, assign, pledge, reduce the death benefit of, or change the ownership or beneficiary of the policy during that period.
- b. Respondent shall provide Petitioner with written proof from the carrier that the policy is in force and that Petitioner is the sole beneficiary, within thirty

(30) days of the Effective Date, annually thereafter on or before January 31, and within ten (10) days of any written request.

c. Respondent shall authorize the carrier to notify Petitioner of any lapse, premium default, or requested change. If Respondent fails to pay any premium when due, Petitioner may pay the premium, and Respondent shall reimburse her within ten (10) days, which sum shall be enforceable as additional child support.

d. If the policy term will expire, or the policy otherwise terminates, before Respondent's child support obligation ends, Respondent shall, before such expiration or termination, obtain and maintain replacement coverage with a death benefit of not less than \$5,000,000 on the same terms (i.e. 25% irrevocable beneficiary of Petitioner).

e. If Respondent dies without the required coverage in force, Petitioner shall have a claim against Respondent's estate, and a constructive trust shall be imposed on any insurance proceeds or other assets of Respondent, in the amount of the death benefit that should have been payable to her.

Tax Dependency Exemptions

27. The Parties shall allocate the dependency exemptions and child-related tax credits as follows: Petitioner shall claim the children on her taxes every year going forward.

Children's Accounts

28. Respondent shall have primary responsibility to invest, oversee, contribute to, and manage the following accounts held for the benefit of the children (the "Children's Accounts"), solely for the children's use and benefit and for no other purpose:

- a. Bank of America account ending in 5240 (Kory Yan / Respondent);
- b. Bank of America account ending in 0052 (Kristy Yan / Respondent);

- 1 c. Merrill / Bank of America account ending in 8H51 (Kristy Yan /
2 Respondent);
- 3 d. Merrill / Bank of America account ending in 8H52 (Kory Yan /
4 Respondent);
- 5 e. Merrill / Bank of America account ending in 8H53 (Kurtis Yan /
6 Respondent);
- 7 f. E*Trade / Morgan Stanley account ending in 0486 (Kory Yan /
8 Respondent);
- 9 g. E*Trade / Morgan Stanley account ending in 8666 (Kurtis Yan /
10 Respondent);
- 11 h. E*Trade / Morgan Stanley Roth IRA account ending in 0269 (Kory Yan);
- 12 i. E*Trade / Morgan Stanley Roth IRA account ending in 9209 (Kristy Yan);
13 and
- 14 j. E*Trade / Morgan Stanley Roth IRA account ending in 0189 (Kurtis Yan).
- 15 29. Respondent shall keep Petitioner informed of all expenditures from the Children's
16 Accounts. Petitioner shall have full visibility of and online access to the Children's
17 Accounts, and Respondent shall execute any authorization required to provide it
18 within fifteen (15) days of the Effective Date. Respondent shall not withdraw,
19 borrow against, or pledge any funds in the Children's Accounts other than for the
20 children's direct benefit, and shall account to Petitioner upon request.
- 21 **SPOUSAL SUPPORT BUYOUT AND PROPERTY SETTLEMENT PAYMENT**
- 22 30. Payment. Respondent shall pay to Petitioner the sum of One Hundred Thousand
23 Dollars (\$100,000.00) (the "Buyout Payment"), in immediately available funds,
24 per a schedule of \$70,000.00 in cash within 90 days after the date on which this
25 Judgment has been executed by both Parties, and the remaining \$30,000.00 in
26 cash by no later than October 1, 2027. Payment shall be made directly to the
27 Petitioner's Chase checking account. These payments shall be cash only. No
28 portion of this \$100,000.00 Buyout Payment shall be in any other form besides

1 cash; no securities, stocks, investments, etc. Any portion of the Buyout Payment
2 not timely paid shall accrue interest at the legal rate of ten percent (10%) per
3 annum from the due date until paid, and shall be immediately enforceable by writ
4 of execution or any other lawful means.

5 31. Nature of the Buyout Payment. The Buyout Payment is a buyout of Petitioner's
6 right to spousal support and of her interest in the community estate. The Parties
7 agree, and the Court finds, that:

8 a. The marriage was of long duration within the meaning of Family Code
9 section 4336. Petitioner's waiver of spousal support and consent to
10 termination of the Court's jurisdiction to award spousal support, as set forth
11 below, were expressly conditioned upon, and given in exchange for,
12 Respondent's payment of the Buyout Payment.

13 b. The Buyout Payment is intended to provide for Petitioner's support and
14 maintenance following the dissolution of the marriage, and serves the
15 function of spousal support.

16 c. The Parties waived the credits, reimbursements, and property-related
17 charges set forth in this Judgment, including without limitation Epstein and
18 Watts credits, for the purpose of arriving at a single negotiated sum
19 intended to function as support for Petitioner.

20 d. The Buyout Payment takes into consideration any and all credits,
21 reimbursements, and property-related charges and credits between the
22 Parties, and, together with the other terms of this Judgment, resolves all
23 issues of assets and debts, spousal support, and contribution toward
24 attorney fees and costs incurred in this litigation.

25 32. Domestic Support Obligation; Nondischargeability. The Parties intend, and the
26 Court finds, that the Buyout Payment is a "domestic support obligation" within the
27 meaning of 11 U.S.C. § 101(14A), in the nature of alimony, maintenance, or
28 support, and is not dischargeable in any bankruptcy proceeding under 11 U.S.C.

§ 523(a)(5). To the extent any portion of the Buyout Payment is determined not to be a domestic support obligation, the Parties intend that such portion is a debt to a former spouse incurred in the course of a divorce or in connection with a divorce decree within the meaning of 11 U.S.C. § 523(a)(15), and is likewise not dischargeable to the maximum extent permitted by law.

33. Tax Treatment. The Parties acknowledge that, under current federal and California law, payments designated as spousal support under a judgment entered after December 31, 2018, are neither deductible by the payor nor includable in the income of the recipient, and that transfers of property incident to divorce are generally non-taxable under 26 U.S.C. § 1041. Neither Party shall take any tax position inconsistent with this paragraph. Each Party has been advised to consult his or her own tax professional.

SPOUSAL SUPPORT

34. Waiver and Termination of Spousal Support. Except as provided in the following paragraph, each Party waives the right to ever receive spousal support from the other. Pursuant to the Parties' written agreement under Family Code section 4336(a), the Court's jurisdiction to award spousal support to either Party is terminated. Each Party understands that, except as provided in the following paragraph, by waiving spousal support he or she will never be able to return to court to request spousal support, regardless of any change of circumstances that may occur, including but not limited to illness, disability, loss of employment, or any other circumstance. This waiver is knowingly, intelligently, and voluntarily made.

35. Sole Exception: Reservation Upon Discharge of the Buyout Payment. Notwithstanding the preceding paragraph, if all or any portion of the Buyout Payment is discharged, or is determined to be dischargeable, in any bankruptcy proceeding commenced by or against Respondent, or if any portion of the Buyout Payment is not paid in full and on time per the schedule above, then the Court

1 shall retain jurisdiction, solely for that purpose, to award spousal support to
2 Petitioner in an amount not to exceed the portion of the Buyout Payment so
3 discharged or determined dischargeable, plus interest at the legal rate from the
4 date the Buyout Payment was due. Such spousal support may be ordered
5 payable in a lump sum or in installments, as the Court deems just, without the
6 necessity of Petitioner demonstrating need or any change of circumstances, and
7 without consideration of the factors of Family Code section 4320 except as to the
8 manner and timing of payment. This reservation is the only exception to the
9 termination of spousal support jurisdiction set forth above. It shall expire
10 automatically upon Respondent's payment in full of the Buyout Payment and the
11 expiration of any period during which such payment could be avoided or
12 recovered in bankruptcy.

13 **CAUTION: THE WAIVER OF SPOUSAL SUPPORT CONTAINED IN THIS**
14 **STIPULATED JUDGMENT TERMINATES THE PARTIES' RIGHTS TO**
15 **SPOUSAL SUPPORT, EXCEPT AS EXPRESSLY PROVIDED ABOVE. IN A**
16 **PROCEEDING FOR DISSOLUTION OR LEGAL SEPARATION, THE COURT**
17 **COULD OTHERWISE RETAIN JURISDICTION TO AWARD SPOUSAL**
18 **SUPPORT TO EITHER PARTY INDEFINITELY WHERE THE MARRIAGE IS**
19 **OF LONG DURATION. A MARRIAGE IS PRESUMED TO BE OF LONG**
20 **DURATION IF OVER TEN (10) YEARS. (FAMILY CODE SECTION 4336.) THIS**
21 **MARRIAGE WAS OF LONG DURATION.**

22 The Parties sign here to confirm they agree with, have read, and understand this
23 waiver and its sole exception.

24 Petitioner's Signature: _____ Respondent's Signature: _____

25 36. No Spousal Support Arrears. There are no spousal support arrears due and
26 owing by Respondent to Petitioner.

REIMBURSEMENT WAIVERS

37. Except as otherwise provided in this Agreement, the Court finds that each Party waives each of the following:
- a. Epstein credits (In re Marriage of Epstein (1979) 24 Cal.3d 76) and all rights to reimbursement to which a Party may be entitled as a result of the payment of community obligations since the Date of Separation;
 - b. Watts charges (In re Marriage of Watts (1985) 171 Cal.App.3d 366) and all rights to reimbursement to which a Party or the community may be entitled as a result of one Party's exclusive use of community assets since the Date of Separation;
 - c. Frick credits (In re Marriage of Frick (1986) 181 Cal.App.3d 997) and all rights of reimbursement to which a Party or the community may be entitled due to one Party's use of community assets for the improvement of separate property during marriage;
 - d. All rights to reimbursement under Family Code section 2640, or otherwise, for separate property contributed to the acquisition or maintenance of community property;
 - e. All rights to reimbursement under Family Code section 2641, or otherwise, for contributions made by the community or either Party to the education or training of a Party;
 - f. All rights to reimbursement under Family Code section 915, or otherwise, for payment by the community of a child or spousal support obligation of either Party arising from a prior marriage or relationship;
 - g. All rights to equitable apportionment under In re Marriage of Moore (1980) 28 Cal.3d 366, In re Marriage of Marsden (1982) 130 Cal.App.3d 426, Bono v. Clark (2002) 103 Cal.App.4th 1409, and In re Marriage of Sherman (2005) 133 Cal.App.4th 795; and

1 h. Without limiting the foregoing, all credits, charges, and reimbursements
2 identified in, or which could be asserted based on, the Schedule of
3 Separate/Community Property Assets and Liabilities prepared by White,
4 Zuckerman, Warsavsky, Luna & Hunt LLP (draft dated July 3, 2026),
5 including without limitation: all claims arising from post-separation activity
6 in E*Trade/Morgan Stanley account ending in 3126; all claims arising from
7 the post-separation accounting of Bank of America account ending in
8 5043; all claims relating to the post-separation capitalization of,
9 contributions to, or distributions from Iolo Capital, Inc., Sydnee, Inc.,
10 Sydnee Fund LP, Sydnee 578, LLC, Sydnee Properties LLC, and Load
11 Karma, Inc.; all claims relating to Respondent's July 17, 2024 withdrawal
12 from and closure of the Capital Group/American Funds Kanex 401(k) Plan
13 account in his name; and all other post-separation activity, whether or not
14 analyzed. The Court makes no finding as to the characterization of any
15 such funds.

16 **DIVISION OF PROPERTY AND DEBTS**

17 **General Terms**

18 38. Agreed Division. Pursuant to Family Code section 2550, the Parties have agreed
19 in writing to the division of their community and quasi-community estate, and the
20 confirmation of their separate property, as set forth in this Judgment. The Parties
21 acknowledge that the division set forth herein, together with the Buyout Payment,
22 may not result in a mathematically equal division of the community estate; each
23 Party knowingly and voluntarily waives any right to an equal division, and the
24 Court approves the Parties' agreement.

25 39. Assets and Debts in Each Party's Name. Except as otherwise expressly provided
26 in this Judgment, each Party is awarded and confirmed, as his or her sole and
27 separate property, all assets held in his or her own name, and is assigned, as his
28 or her sole and separate obligation, all debts held in his or her own name, and

shall indemnify and hold the other Party harmless therefrom. No offset or equalizing payment is owed by either Party to the other on account of any such asset or debt, other than the Buyout Payment.

40. Identification Only. References to account numbers and asset descriptions in this Judgment are for identification only. Values stated in the Schedule of Separate/Community Property Assets and Liabilities prepared by White, Zuckerman, Warsavsky, Luna & Hunt LLP are not incorporated, adopted, or found by the Court.

Assets and Debts Awarded and Confirmed to Petitioner

41. Petitioner is awarded and confirmed the following as her sole and separate property, subject to any encumbrances thereon except as otherwise provided herein:

- a. Real property located at 2810 Domingo Road, Fullerton, California 92835 [APN _____], subject to the Bank of America HELOC ending in 6600, as further provided below (the "Domingo Property");
- b. Real property located at 7702 Spring Hill Street, Chino, California 91708 [APN _____], together with all rents, leases, security deposits, and other rights appurtenant thereto, and subject to all obligations relating thereto from and after the Transfer Effective Date defined below (the "Chino Property");
- c. 2022 Tesla Model 3; VIN 5YJ3E1EB0NF248062;
- d. Bank of America checking account ending in 4781 and Bank of America savings account ending in 0542 (joint accounts), and all funds therein;
- e. E*Trade savings account ending in 6304;
- f. E*Trade/Morgan Stanley accounts ending in 9860 and 7701;
- g. E*Trade/Morgan Stanley IRA account ending in 5139;
- h. All of the Parties' interest in the Capital Group/American Funds Kanex 401(k) Plan account in Petitioner's name;

- 1 i. All other checking, savings, investment, stock, brokerage, and retirement
2 accounts held in Petitioner's sole name;
- 3 j. The furniture, furnishings, appliances, jewelry, and other personal property
4 in Petitioner's possession, and all credit card points and rewards
5 associated with accounts in her name; and
- 6 k. Any and all other assets held in Petitioner's sole name not otherwise
7 disposed of herein.
- 8 42. Petitioner is assigned the following debts as her sole and separate obligations,
9 and shall indemnify and hold Respondent harmless therefrom:
- 10 a. Bank of America HELOC ending in 6600, secured by the Domingo
11 Property, as further provided below;
- 12 b. Bank of America Visa account ending in 0634;
- 13 c. Synchrony TJX Platinum MasterCard account ending in 7964;
- 14 d. Citi Costco Anywhere Visa account ending in 1670; and
- 15 e. All debts incurred by Petitioner after the Date of Separation, and all other
16 debts in her sole name, except as otherwise provided herein.

17 **Assets and Debts Awarded and Confirmed to Respondent**

- 18 43. Respondent is awarded and confirmed the following as his sole and separate
19 property, subject to any encumbrances thereon:
- 20 a. Real property located at 2984 E. Stearns Street, Brea, California 92821
21 [APN _____], subject to the Mr. Cooper loan ending in 5266, as further
22 provided below (the "Stearns Property");
- 23 b. All interest in Sydnee 578, LLC, including without limitation the real
24 property located at 578 S. Brea Boulevard, Brea, California 92821 [APN
25 _____], subject to any and all encumbrances thereon;
- 26 c. All interest in the following business entities, together with all of their
27 assets and all past, present, and future liabilities: Kanex (100%); Kanex
28 Pro, Inc. (held 93% through Kanex), including the 2013 Tesla Model S

1 titled to Kanex Pro, Inc.; Iolo Capital, Inc. (100%); Load Karma, Inc. (34%);
2 Sydnee LLC (100%); Sydnee, Inc. (100%), including the real properties at
3 3726 S. Las Vegas Boulevard, Unit 310, and 3722 S. Las Vegas
4 Boulevard, Unit 304, Las Vegas, Nevada, but excluding the 2022 Tesla
5 Model 3 awarded to Petitioner; Sydnee Fund LP (10%); Sydnee Properties
6 LLC (100%), excluding the Chino Property awarded to Petitioner; Sydnee
7 X, Inc. (100%); and Haven9377 LLC (25% warrant);

8 d. All interest in The Sydnee Trust 2021 dated December 20, 2021;

9 e. Bank of America Advantage Plus account ending in 5201; Bank of America
10 savings account ending in 7654; E*Trade savings account ending in 3200;
11 and Respondent's interest in Bank of America checking accounts ending
12 in 1863 and 2219 (held with Titus Ho Hohung);

13 f. E*Trade/Morgan Stanley accounts ending in 1282 (fka 6189), 2577, 9075,
14 3126, 2406, 9803, and 7043;

15 g. E*Trade/Morgan Stanley IRA account ending in 1017; Guideline/Load
16 Karma 401(k) Plan account in Respondent's name; and any remaining
17 interest in the Capital Group/American Funds Kanex 401(k) Plan account
18 formerly in Respondent's name;

19 h. The following vehicles and any lease rights, insurance proceeds, or sale
20 proceeds relating to them: 2022 Tesla Model Y; 2022 Tesla Model S; 2021
21 Porsche Taycan; 2020 BMW X7 (lease); 2022 Porsche 911 (lease); 2023
22 BMW X5 (lease); the insurance proceeds from the 2020 Tesla Model S
23 and the 2023 Corvette; and the 2016 vehicle listed on the tax return of
24 Kanex Pro, Inc.;

25 i. Allianz Universal Life Insurance Policy ending in 7425 insuring
26 Respondent's life, including its cash surrender value;

- 1 j. John Hancock Term Life Insurance Policy ending in 8804 insuring
2 Respondent's life, subject to the obligations set forth in the Child Support
3 section of this Judgment;
- 4 k. All other checking, savings, investment, stock, brokerage, and retirement
5 accounts held in Respondent's sole name;
- 6 l. The furniture, furnishings, appliances, jewelry, and other personal property
7 in Respondent's possession, and all credit card points and rewards
8 associated with accounts in his name; and
- 9 m. Any and all other assets held in Respondent's sole name, or in the name
10 of any entity awarded to him, not otherwise disposed of herein.
- 11 44. Respondent is assigned the following debts as his sole and separate obligations,
12 and shall indemnify, defend, and hold Petitioner harmless therefrom, including
13 reasonable attorney fees and costs:
- 14 a. Mr. Cooper loan ending in 5266, secured by the Stearns Property, as
15 further provided below;
- 16 b. American Express Platinum Card account ending in 02004;
- 17 c. Loan payable to Kanex Pro, Inc.;
- 18 d. Any and all sums claimed to be owed to Su Chen, Petitioner's mother, in
19 whatever amount and however documented. The Parties acknowledge
20 that Su Chen is not a party to this action and that this assignment may not
21 bind her; Respondent's indemnity obligation shall extend to any claim by
22 Su Chen against Petitioner;
- 23 e. All liabilities of every business entity awarded to Respondent, whether
24 past, present, or future, known or unknown, including without limitation all
25 tax liabilities, guaranties, and claims of creditors, employees, or taxing
26 authorities; and
- 27 f. All debts incurred by Respondent after the Date of Separation, and all
28 other debts in his sole name or in the name of any entity awarded to him.

SPECIFIC PROVISIONS REGARDING REAL PROPERTY

General Deed Provisions

45. Execution and Escrow of Deeds. Concurrently with their execution of this Judgment, the Parties shall execute and acknowledge before a notary public each deed required by this section, which deeds shall be delivered to and held in trust by counsel for Petitioner, and shall not be recorded until the conditions stated for each deed below are satisfied. Each interspousal transfer deed shall contain the recitals required to claim the exemption from documentary transfer tax under Revenue and Taxation Code section 11927 and the exclusion from change in ownership under Revenue and Taxation Code section 63(c). **[Confirm vesting of each property by preliminary title report, including whether any property is held in The 2013 Yan Family Trust dated December 11, 2013, in which case the deed must be executed by the trustee(s).]**

Domingo Property (2810 Domingo Road, Fullerton)

46. Deed. Respondent shall execute an Interspousal Transfer Grant Deed conveying all of his right, title, and interest in the Domingo Property to "Helen Su Irving, an unmarried woman, as her sole and separate property," which deed shall be recorded upon entry of this Judgment.

47. HELOC. Petitioner assumes and shall pay the Bank of America HELOC ending in 6600 and shall indemnify and hold Respondent harmless therefrom from and after the Effective Date. Within ten (10) days of the Effective Date, Respondent shall provide Petitioner with any and all documents, statements, account access, and information necessary for her to take over the HELOC obligation, and shall cooperate fully with the lender.

a. The parties acknowledge that Petitioner is an unlikely candidate to be able to qualify to refinance or assume the HELOC, given her low earnings and limited historical work/earning history. They acknowledge that the ability to refinance or assume the HELOC is a decision up to the lender, which

1 neither of them can control. Petitioner shall use her best efforts to assume
2 or refinance the HELOC, so as to remove Respondent's name and liability,
3 within one hundred twenty (120) days of entry of Judgment. However, the
4 parties acknowledge and agree that if she is unable to do so, the HELOC
5 shall remain in Respondent's name and tied to Respondent's credit.
6 Petitioner's inability to complete an assumption or refinance of the HELOC
7 shall not be a violation of this Judgment.

- 8 b. Unless and until Respondent is removed from the HELOC, if that is
9 possible, Petitioner shall make all payments directly to the lender when
10 due, shall not make any further draws on the line, and shall provide
11 Respondent proof of payment upon request. The Parties shall jointly
12 request that the lender freeze further draws.

13 **Chino Property (7702 Spring Hill Street, Chino)**

14 48. Transfer to Petitioner. The Chino Property, which is presently titled in Sydnee
15 Properties LLC [confirm vesting], is awarded to Petitioner as her sole and
16 separate property and is excluded from the award of Sydnee Properties LLC to
17 Respondent. Respondent, individually and as the sole member and manager of
18 Sydnee Properties LLC, shall take, and shall cause Sydnee Properties LLC to
19 take, each of the following steps:

- 20 a. Title Report. Within ten (10) days of the Effective Date, the Parties shall
21 order a preliminary title report for the Chino Property at Respondent's
22 expense, to confirm vesting and identify all liens and encumbrances.
- 23 b. LLC Authorization. Concurrently with his execution of this Judgment,
24 Respondent shall execute a written consent of the sole member and
25 manager of Sydnee Properties LLC authorizing the conveyances set forth
26 below, and shall represent in writing that no operating agreement
27 provision, lender covenant, or third-party consent prohibits them.

- 1 c. Step One Deed. Concurrently with his execution of this Judgment,
2 Respondent shall cause Sydnee Properties LLC to execute a grant deed
3 conveying the Chino Property to "Kelvin Yan," claiming the exclusion from
4 change in ownership under Revenue and Taxation Code section 62(a)(2)
5 and the applicable exemption from documentary transfer tax under
6 Revenue and Taxation Code section 11925 **[confirm with title officer]**.
- 7 d. Step Two Deed. Concurrently with his execution of this Judgment,
8 Respondent shall execute an Interspousal Transfer Grant Deed conveying
9 the Chino Property to "Helen Su Irving, an unmarried woman, as her sole
10 and separate property," claiming the exclusion under Revenue and
11 Taxation Code section 63(c) and the exemption under Revenue and
12 Taxation Code section 11927.
- 13 e. Recording. Both deeds shall be held in trust by counsel for Petitioner and
14 recorded in sequence with the San Bernardino County Recorder upon
15 entry of this Judgment, together with a Preliminary Change of Ownership
16 Report (form BOE-502-A) for each and any required documentary transfer
17 tax declarations. All recording fees and any transfer taxes shall be paid by
18 Respondent. **Obtain CPA or title-officer confirmation of the two-step**
19 **structure before recording.**
- 20 f. Transfer Effective Date. All rents, income, expenses, and liabilities of the
21 Chino Property shall belong to Petitioner from and after the date that title
22 is put into Petitioner's name (the "Transfer Effective Date"). All rents,
23 income, expenses, and liabilities attributable to periods before the Transfer
24 Effective Date shall belong to Respondent. Respondent shall ensure that
25 the Chino Property is delivered to Helen with all expenses up to date, and
26 no outstanding debts, liabilities or expenses. Respondent shall account for
27 and pay to Petitioner any rent or other income attributable to any period
28 on or after the Transfer Effective Date within ten (10) days of receipt.

- 1 g. Leases and Security Deposits. Within ten (10) days of the Transfer
2 Effective Date, Respondent shall cause Sydnee Properties LLC to execute
3 an assignment to Petitioner of all leases and rental agreements for the
4 Chino Property, and shall transfer to Petitioner all tenant security deposits,
5 together with an accounting of each deposit, and shall provide the tenant
6 notice of the transfer required by Civil Code section 1950.5(h).
- 7 h. Notice to Tenants. The Parties shall jointly deliver written notice to each
8 tenant identifying Petitioner as the new owner and providing the name,
9 address, and payment instructions required by Civil Code section 1962.
- 10 i. Tenant Records. Respondent shall deliver to Petitioner, within ten (10)
11 days of the Transfer Effective Date, a current rent roll, copies of all leases,
12 amendments, applications, notices, and correspondence with tenants, and
13 a written disclosure of any pending tenant claims, disputes, or rent
14 delinquencies.
- 15 j. Property Management. At Petitioner's election, Respondent shall
16 terminate or assign to Petitioner any property management agreement for
17 the Chino Property, effective as of the Transfer Effective Date.
- 18 k. Physical Turnover. Respondent shall deliver to Petitioner all keys, access
19 codes, garage and gate remotes, alarm and security codes, and any other
20 means of access to the Chino Property.
- 21 l. Property Taxes. Real property taxes shall be prorated as of the Transfer
22 Effective Date. Respondent shall pay any taxes delinquent as of the
23 Transfer Effective Date, including penalties and interest. Any
24 supplemental assessment shall be allocated according to the period to
25 which it relates.
- 26 m. Insurance. Respondent shall maintain the existing property and liability
27 insurance on the Chino Property until Petitioner confirms in writing that her
28

own landlord policy is in force, and shall then cancel the existing coverage.
Any refund of unearned premium shall belong to Respondent.

n. Utilities and Contracts. Respondent shall cooperate in the transfer or cancellation, as Petitioner directs, of all utility accounts, service contracts, HOA accounts (if any), and any rental registration or business license required by the City of Chino.

o. Records. Respondent shall deliver to Petitioner, within thirty (30) days of the Effective Date, all records reasonably necessary for Petitioner's ownership and tax reporting, including the purchase closing statement, cost-basis records, records of capital improvements, depreciation schedules, prior Schedules E and entity tax returns reflecting the Chino Property, permits, warranties, and appliance manuals.

p. Encumbrances. Respondent represents and warrants that there is no deed of trust, lien, or other encumbrance on the Chino Property other than as disclosed in writing to Petitioner before the Effective Date **[confirm: none disclosed]**. If the title report discloses any lien arising from the acts or debts of Respondent or Sydnee Properties LLC, Respondent shall cause it to be paid and released before recording, at his sole expense.

q. Representations and Indemnity. Respondent represents that he has no knowledge of any pending notice of code violation, habitability claim, tenant claim, or litigation affecting the Chino Property other than as disclosed in writing. Respondent shall indemnify, defend, and hold Petitioner harmless from all liabilities arising from the ownership or operation of the Chino Property before the Transfer Effective Date, and from all debts and liabilities of Sydnee Properties LLC.

r. Tax Reporting. Sydnee Properties LLC and/or Respondent shall report the income and expenses of the Chino Property for all periods before the Transfer Effective Date, and Petitioner shall report them thereafter.

Stearns Property (2984 E. Stearns Street, Brea)

49. All Associated Expenses and Accounts in Respondent's Name Alone: Within 5 business days of the date both parties execute this Judgment, Respondent shall provide to Petitioner written proof that all utilities, accounts, and other expenses associated with 2984 E. Stearns Street, Brea, are placed in his name alone. This includes, but is not limited to homeowners insurance, Homeowner's Association dues or fees, electricity, water, gas, sewer, waste management, pest control, internet, cable, phone, and any and all other expenses.

50. Removal of Petitioner from Loan. Within one hundred twenty (120) days of entry of this Judgment (the "Refinance Deadline"), Respondent shall either (1) refinance the Mr. Cooper loan ending in 5266, or (2) obtain an assumption of that loan together with a written release of Petitioner's liability from the lender, so that Petitioner has no further liability on any loan secured by the Stearns Property. Respondent shall provide Petitioner with written confirmation from the lender that she has been released.

51. Removal of Petitioner from Title. Concurrently with her execution of this Judgment, Petitioner shall execute an Interspousal Transfer Grant Deed conveying all of her right, title, and interest in the Stearns Property to Respondent as his sole and separate property, which deed shall be held in trust by counsel for Petitioner and delivered into the refinance or assumption escrow with irrevocable instructions that it be recorded only upon payoff of the Mr. Cooper loan or the lender's written release of Petitioner's liability. Petitioner shall execute any additional documents reasonably required by the lender or escrow.

52. Carrying Costs Pending Refinance or Sale. Until Petitioner is released from all liability on the loan, Respondent shall pay, when due, all mortgage payments, property taxes, insurance premiums, HOA dues (if any), and maintenance costs for the Stearns Property, and shall provide Petitioner with proof of each timely mortgage payment within five (5) days of her written request. Respondent shall

1 indemnify and hold Petitioner harmless from all such obligations and from any
2 damage to her credit arising from late or missed payments, including reasonable
3 attorney fees and costs.

4 53. Sale if Deadline Not Met. If Respondent does not satisfy the requirements above
5 by the Refinance Deadline, or if Respondent is more than thirty (30) days late on
6 any mortgage payment before the Refinance Deadline, the Stearns Property shall
7 be immediately listed for sale as follows:

8 a. The Property shall be listed within fifteen (15) days after the Refinance
9 Deadline with a licensed real estate broker selected by mutual agreement,
10 at a list price recommended by the broker.

11 b. The Parties shall accept any bona fide offer at or above ninety-five percent
12 (95%) of the then-current list price, and shall reduce the list price as
13 recommended by the broker if no such offer is received within sixty (60)
14 days.

15 c. Respondent shall keep the Property in showable condition and cooperate
16 fully with the broker, including access for showings on reasonable notice.

17 d. From the gross sale proceeds shall be paid, in order: the Mr. Cooper loan
18 and any other liens; costs of sale; and any sums owed by Respondent to
19 Petitioner under this Judgment. The net proceeds shall be paid to
20 Respondent.

21 e. If Respondent fails to execute any listing agreement, purchase agreement,
22 escrow instruction, or deed within five (5) days of written demand, the
23 Clerk of the Court shall be appointed as elisor to execute it on his behalf.
24 Either party may proceed to court on an ex parte basis to pursue court
25 intervention, whether as elisor or otherwise, to address any issues related
26 to the sale of this property.

578 S. Brea Boulevard, Brea

54. 578 S. Brea Boulevard, Brea, California 92821, is held by Sydnee 578, LLC, all interest in which is awarded to Respondent. Petitioner shall execute any document reasonably necessary to confirm that she holds no interest in Sydnee 578, LLC or its property.

Withdrawal of Lis Pendens

55. Petitioner has recorded notices of pendency of action against the Stearns Property, the Chino Property, the Domingo Property, and 578 S. Brea Boulevard. Petitioner shall record a withdrawal of each notice pursuant to Code of Civil Procedure section 405.50, separately from this Judgment, as follows:

- a. 578 S. Brea Boulevard: within ten (10) days of entry of Judgment;
- b. Domingo Property: upon recording of Respondent's Interspousal Transfer Grant Deed and his delivery of the HELOC documents required above;
- c. Chino Property: upon recording of both deeds to Petitioner; and
- d. Stearns Property: upon the close of the refinance, assumption, or sale escrow and Petitioner's release from all liability on the Mr. Cooper loan.

SPECIFIC PROVISIONS REGARDING PERSONAL PROPERTY

2022 Tesla Model 3

56. The 2022 Tesla Model 3 VIN; 5YJ3E1EB0NF248062, which is paid off and titled to Sydnee, Inc. is awarded to Petitioner as her sole and separate property and is excluded from the award of Sydnee, Inc. to Respondent. Within fifteen (15) days of the Effective Date:

- a. Respondent shall cause Sydnee, Inc. to sign the California Certificate of Title releasing its interest to Petitioner, or, if the title is unavailable, an Application for Duplicate or Transfer of Title (DMV form REG 227), and shall complete any required odometer disclosure;
- b. If the Certificate of Title shows any lienholder, Respondent shall obtain and deliver to Petitioner a lien release;

- 1 c. Respondent shall remove the vehicle from his and Sydnee, Inc.'s Tesla
2 accounts so that Petitioner may add it to her own Tesla account, and shall
3 deliver all key cards and fobs;
- 4 d. Respondent shall cooperate in completing the transfer at the DMV or AAA,
5 and all transfer and registration fees, and any use tax, shall be paid by
6 Respondent, and
- 7 e. Respondent shall cause the vehicle to be removed from any insurance
8 policy of Sydnee, Inc. once Petitioner confirms in writing that her own
9 coverage is in force.

10 **Joint Bank of America Accounts**

11 57. Within fifteen (15) days of the Effective Date, Respondent shall execute all
12 documents required by Bank of America to remove his name from the accounts
13 ending in 4781 and 0542. If the bank will not permit removal, the Parties shall
14 close the accounts and the entire balance shall be paid to Petitioner. Respondent
15 shall not withdraw funds from or write checks on these accounts after the
16 Effective Date.

17 **E*Trade/Morgan Stanley Account Restrictions**

18 58. Within five (5) days after Petitioner's receipt of the Buyout Payment in cleared
19 funds, the Parties shall jointly instruct E*Trade/Morgan Stanley to lift any
20 restriction, hold, or freeze placed on any account in connection with this action,
21 and shall execute any documents required for that purpose.

22 **The 2013 Yan Family Trust**

23 59. The 2013 Yan Family Trust dated December 11, 2013 shall be revoked, and the
24 trustee(s) shall convey all trust assets in accordance with this Judgment, within
25 thirty (30) days of the Effective Date.

26 **Retirement Accounts**

27 60. Each retirement account awarded herein is held in the name of the Party to whom
28 it is awarded, and no domestic relations order is required. Respondent, in his

capacity as owner of Kanex (the sponsor of the Capital Group/American Funds Kanex 401(k) Plan), shall take no action that would impair Petitioner's account in that plan, and shall cooperate in any rollover, distribution, or administrative request she makes.

Business Entities

61. To the extent Petitioner holds any office, directorship, membership, signature authority, or guaranty with respect to any entity awarded to Respondent, Respondent shall, within thirty (30) days of the Effective Date, cause Petitioner to be removed from each such position and released from any such guaranty, and Petitioner shall sign any resignation reasonably requested for that purpose. Respondent shall indemnify, defend, and hold Petitioner harmless from all liabilities of such entities, including tax liabilities.

GENERAL PROPERTY PROVISIONS

62. Liability Arising Out of an Assigned Asset. Upon the Effective Date, except as otherwise specifically provided in this Agreement, the Party assigned any asset assumes all encumbrances and liens on it, and shall defend, indemnify, and hold the other Party harmless from any claim or liability that the other Party may suffer or be required to pay because of those encumbrances or liens, or arising out of the ownership or control of that asset, including reasonable attorney fees and costs. The non-assigned Party shall cooperate in taking all reasonable acts necessary, including signing all reasonably necessary documents, to place all right, title, and interest in that asset in the assigned Party's name alone.

63. Insurance on an Assigned Asset. Except as otherwise specifically stated herein, the Party assigned an insured asset shall, as of the Effective Date, receive the benefits and protections of that insurance, shall be considered the owner of the policy, and shall pay all premiums coming due on and after that date. That Party shall notify the carrier of the change in ownership within fifteen (15) days after the Effective Date.

1 64. Joint Credit Accounts. All charge and credit accounts in the names of both
2 Parties, or in the name of either Party under which the other can make purchases
3 or obtain credit, shall immediately be closed or changed to the name of the Party
4 retaining that account, without recourse against the other Party. Any outstanding
5 balance on such an account not otherwise assigned herein shall be paid by the
6 Party who incurred it.

7 65. Claims by Third Parties. Except as set forth in this Agreement, each Party
8 warrants that he or she has not incurred, and each is ordered not to incur, any
9 liability or obligation on which the other may be liable. If any claim, action, or
10 proceeding is brought seeking to hold the other Party liable on account of any
11 such liability, obligation, act, or omission, the obligated Party shall, at his or her
12 sole expense, defend the other Party (whether or not the claim is well founded)
13 and hold the other Party harmless from it, including reasonable attorney fees and
14 costs. The Parties understand that orders in this Agreement assigning debts
15 between them may not be binding on creditors, that a creditor may have rights to
16 seek payment from either Party, and that their obligations to each other and to
17 third parties may be subject to discharge in bankruptcy except as otherwise
18 provided herein.

19 66. Omitted Assets. If, after the Effective Date, any asset is discovered that was not
20 disposed of by this Agreement and that would have been community or quasi-
21 community property, the Court retains jurisdiction to divide it pursuant to Family
22 Code section 2556. Unless the Court orders otherwise, the omitted asset shall
23 be divided equally; provided, however, that if the existence of the asset was
24 known to one Party at the time of execution and not disclosed, the Party with that
25 knowledge shall transfer or pay to the other Party, at the other Party's option: (1)
26 if the asset is reasonably susceptible to division, a portion equal to the other
27 Party's interest; (2) the fair market value of the other Party's interest as of the
28 Effective Date, plus interest at the legal rate; or (3) the fair market value of the

1 other Party's interest as of the date of discovery, plus interest at the legal rate.

2 This paragraph does not impair any other remedy for nondisclosure.

3 67. Omitted Debts. Any debt, claim, or obligation not provided for in this Agreement
4 and unknown to the Parties at the time of its preparation shall be deemed a joint
5 community obligation if it arose from the conduct of both Parties, or from the
6 conduct of one Party that benefited the community, during the marriage and
7 before the Date of Separation. Any such obligation that arose from the conduct
8 of only one Party, and from which the community did not benefit, or that arose
9 after the Date of Separation, shall be the sole and separate obligation of that
10 Party. This paragraph does not impair any other remedy for nondisclosure.

11 68. Income Taxes.

12 a. The Parties shall each file separate state and federal income tax returns
13 for all tax years for which returns have not yet been filed.

14 b. For any tax year for which the Parties filed joint returns, any deficiency,
15 assessment, penalty, or interest attributable to the income, deductions, or
16 business entities of one Party shall be the sole obligation of that Party,
17 who shall indemnify and hold the other harmless therefrom. Any refund
18 shall be divided equally.

19 c. Each Party shall cooperate fully by providing, no later than thirty (30) days
20 before the applicable filing deadline, all information the other Party
21 reasonably requires to prepare his or her returns. A Party who fails to
22 cooperate shall pay any resulting additional tax, penalties, interest, and
23 professional fees incurred by the other Party. Each Party shall pay the cost
24 of preparing his or her own returns.

25 69. Social Security. Each Party shall retain his or her respective right to Social
26 Security benefits as separate property. Any derivative benefits paid directly to a
27 Party by reason of the other Party's employment during the marriage shall be the
28 sole and separate property of the recipient.

ATTORNEY FEES AND COSTS

70. Each Party shall be solely responsible for his or her own attorney fees, expert fees (including forensic accountant fees), and costs incurred in connection with this action, Orange County Superior Court Case No. 21D003196, and the negotiation, preparation, and execution of this Agreement. Neither Party shall be liable to the other for any such fees or costs, except as expressly provided herein for enforcement.
71. Enforcement. In any proceeding to enforce this Judgment, the prevailing Party shall be entitled to recover reasonable attorney fees and costs, in addition to any other relief available under the Family Code.

GENERAL PROVISIONS

Representation by Counsel

72. Petitioner has been represented in the negotiation and preparation of this Agreement by her attorney of record, Lauren Mullee, CFLS, of The Law Office of Lauren Mullee, A Professional Law Corporation. Respondent is self-represented in this action, and has consulted with Denise Heinz, CFLS, of Vatani Heinz, as his consulting counsel in connection with the negotiation of this Agreement. Ms. Heinz is not Respondent's attorney of record.
73. Respondent acknowledges that The Law Office of Lauren Mullee represents Petitioner only, has not represented or advised him, and owes him no duty. Respondent acknowledges that he has been advised to obtain, and has had a full opportunity to obtain, independent legal advice regarding this Agreement before signing it, and that he has in fact consulted with Ms. Heinz.
74. This Agreement was prepared and revised through the joint efforts of the Parties and counsel. The rule of construction that ambiguities are interpreted against the drafter, codified in Civil Code section 1654, shall not be employed in the construction of this Agreement.

1 75. Petitioner acknowledges that her counsel, THE LAW OFFICE OF LAUREN
2 MULLEE, has made her aware that it is necessary to independently investigate
3 and conduct discovery with respect to the character and value of the community
4 estate. Petitioner acknowledges that she has directed the case be settled as set
5 forth herein without a full and complete assessment of the character and
6 valuation of the community estate, and has directed her counsel to stop any
7 further investigation of the nature and value of the community estate. Petitioner
8 is satisfied with the property division set forth in this Agreement and has directed
9 her counsel to prepare the necessary documentation in accordance with her
10 wishes. Petitioner specifically relieves her counsel of any professional
11 responsibility associated with determining the character or valuation of the
12 community estate, forever waives any and all claims against her counsel arising
13 out of their professional relationship insofar as it relates to the duty to assist her
14 in determining the character, valuation, division, or any other issue involving the
15 community estate, and waives any professional liability or responsibility of her
16 counsel to determine whether this Agreement is fair and equitable.

17 Petitioner's Signature: _____

18 76. Respondent acknowledges that his consulting counsel, DENISE HEINZ, CFLS,
19 has made him aware that it is necessary to independently investigate and
20 conduct discovery with respect to the character and value of the community
21 estate. Respondent acknowledges that he has elected to settle this case as set
22 forth herein without a full and complete assessment of the character and
23 valuation of the community estate. Respondent is satisfied with the property
24 division set forth in this Agreement. Respondent specifically relieves Ms. Heinz
25 of any professional responsibility associated with determining the character or
26 valuation of the community estate, forever waives any and all claims against her
27 arising out of their professional relationship insofar as it relates to the duty to
28 assist him in determining the character, valuation, division, or any other issue

1 involving the community estate, and waives any professional liability or
2 responsibility of Ms. Heinz to determine whether this Agreement is fair and
3 equitable. Respondent further acknowledges that the scope of Ms. Heinz's
4 engagement was limited to consultation, and that she is not his attorney of record.

5 Respondent's Signature: _____

6 **Voluntary Agreement**

7 77. Petitioner and Respondent each represents that he or she: (a) is fully and
8 completely informed as to the facts relating to the subject matter of this
9 Agreement and as to the rights and obligations of both Parties; (b) has entered
10 into this Agreement freely and voluntarily, without any coercion, undue influence,
11 duress, or threat from any person; (c) has carefully read each provision of this
12 Agreement; (d) fully and completely understands each provision of this
13 Agreement; and (e) has not relied on any promise or agreement not set forth
14 herein. Each Party acknowledges that this Agreement is fair and equitable to both
15 Parties.

16 Petitioner's Initials: _____ Respondent's Initials: _____

17 **Execution of Instruments; Elisor**

18 78. Each Party shall, upon request, execute, acknowledge, and deliver to the other
19 Party, or to the other Party's executor or representative, any and all deeds, titles,
20 consents, releases, assignments, and other instruments necessary to carry out
21 the terms of this Agreement. If either Party fails to do so within ten (10) days of
22 written request, the Clerk of the Orange County Superior Court shall be appointed
23 as elisor, upon ex parte application, to execute the instrument on that Party's
24 behalf, pursuant to the Court's authority under Family Code section 290 and its
25 inherent powers. The non-complying Party shall reimburse the other for all
26 expenses, including attorney fees and costs, reasonably incurred as a result of
27 the failure.
28

1 **Release of All Claims**

2 79. The Parties intend this Agreement to be a final and complete settlement of all of
3 their rights and obligations arising out of the marriage. Except as otherwise
4 provided in this Agreement, each Party releases the other from any and all debts,
5 obligations, liabilities, and claims owing to the other, whether incurred before or
6 after the Effective Date; releases any right to claim any interest in the property of
7 the other, except as provided herein; and releases the other from any claim of
8 reimbursement based on the conduct of either Party during the marriage or with
9 respect to any asset during the pendente lite period up to the Effective Date.

10 **Waiver of Rights on Death**

11 80. Each Party waives all right to inherit from the estate of the other, whether by
12 testamentary disposition or intestacy, except under a will or trust executed after
13 the Effective Date. Each Party further waives the right to claim a family allowance
14 or probate homestead, or to act as personal representative of the estate of the
15 other unless nominated by a person legally entitled to make such nomination.
16 This paragraph does not limit Petitioner's rights under the life insurance and child
17 support provisions of this Judgment.

18 **Indemnity and Hold Harmless**

19 81. Except for obligations contained in or expressly arising out of this Agreement,
20 each Party warrants that he or she has not incurred, and shall not incur, any
21 liability for which the other Party is or may be liable. If any claim, action, or
22 proceeding is later brought seeking to hold one Party liable on account of any
23 alleged debt, liability, act, or omission of the other, the warranting Party shall, at
24 his or her sole expense, defend the other against it, and shall indemnify and hold
25 the other harmless from any resulting loss or liability, including attorney fees and
26 costs.

Mutual Release of Interspousal and Pre-Marital Claims

82. Except as otherwise provided in this Agreement, each Party releases the other from all interspousal obligations and all claims to the property of the other, including claims based on rights that accrued before the marriage, such as those recognized in Marvin v. Marvin (1976) 18 Cal.3d 660.

Modification

83. The provisions of this Agreement may be waived, altered, amended, modified, or revoked only by a subsequent written agreement specifically referring to this Agreement and signed by both Parties, except that provisions that are modifiable by law (including child custody, visitation, and child support) may be modified by written agreement of the Parties or by order of a court of competent jurisdiction. Each Party waives the right to claim that this Agreement was modified by oral agreement, course of conduct, or estoppel.

Other Provisions

84. Effect of Reconciliation. Any reconciliation between the Parties shall not cancel, terminate, or modify any provision of this Agreement dealing with the present assets or obligations of either or both Parties.

85. Effective Date. The Effective Date of this Agreement is the date on which it is last executed by the Parties, as set forth below.

86. Entire Agreement. This Agreement constitutes the entire agreement of the Parties concerning the settlement of their rights and obligations arising out of their marriage, and supersedes any and all prior agreements, term sheets, memoranda of understanding, and drafts, oral or written. There are no enforceable representations or warranties other than those set forth herein.

87. Binding Effect. This Agreement shall inure to the benefit of and bind the Parties and their heirs, personal representatives, assigns, transferees, grantees, indemnitees, and other successors in interest.

1 88. Severability. This is an integrated agreement. If any provision is held invalid, void,
2 or unenforceable, and enforcement of the remaining provisions would result in
3 substantial injustice to one Party, the Parties request that the Court retain
4 jurisdiction to modify the remainder to the extent necessary to cure the injustice.
5 Otherwise, the remaining provisions shall remain in full force and effect.

6 89. Waiver of Breach. No waiver of any breach or default shall be deemed a waiver
7 of any subsequent breach or default of the same or a similar nature.

8 90. Counterparts. This Agreement may be executed in counterparts, which together
9 shall constitute one agreement, and electronic or photocopied signatures shall
10 be deemed originals; provided, however, that Respondent's signature shall be
11 acknowledged before a notary public, and the original notarized signature page
12 shall be delivered to counsel for Petitioner before submission of this Judgment to
13 the Court.

14 91. Headings. Section headings are for convenience and reference only and shall
15 not influence interpretation. Paragraph references include all subparts.

16 92. Governing Law. This Agreement shall be construed in accordance with the laws
17 of the State of California, and shall not be construed in favor of or against either
18 Party.

19 93. Advice Regarding Future Property Rights. The Parties acknowledge that they
20 have been advised to review their wills, trusts, insurance policies, retirement
21 plans, beneficiary designations, credit accounts and reports, and all property with
22 survivorship or inheritance features, to ensure that their present intentions are
23 accurately expressed.

24 . Continuing Jurisdiction. The Court retains jurisdiction to enforce the executory
25 provisions of this Agreement, to supervise the transfers and refinance described
26 herein, to divide any omitted or undisclosed property, and to resolve any claims
27 relating to the warranties, covenants, and releases contained herein. The
28 warranties, covenants, and releases shall survive the merger of this Agreement

into the Judgment and shall be enforceable independently of the Judgment by an
action for breach of warranty, should the Court decline to retain jurisdiction.

IT IS SO STIPULATED.

Dated: _____

HELEN SU IRVING-YAN, Petitioner

Dated: _____

KELVIN YAN, Respondent, Self-Represented

(Signature must be acknowledged before a notary
public)

APPROVED AS TO FORM

THE LAW OFFICE OF LAUREN MULLEE, A
Professional Law Corporation

Dated: _____

LAUREN MULLEE, CFLS

Attorney for Petitioner

Reviewed as consulting counsel to Respondent; not attorney of record.

Dated: _____

DENISE HEINZ, CFLS

Consulting Counsel for Respondent

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, Notary Public,
personally appeared KELVIN YAN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrumen

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

NOTICE OF RIGHTS AND RESPONSIBILITIES

Health-Care Costs and Reimbursement Procedures

IF YOU HAVE A CHILD SUPPORT ORDER THAT INCLUDES A PROVISION FOR THE REIMBURSEMENT OF A PORTION OF THE CHILD'S OR CHILDREN'S HEALTH-CARE COSTS AND THOSE COSTS ARE NOT PAID BY INSURANCE, THE LAW SAYS:

1. Notice. You must give the other parent an itemized statement of the charges that have been billed for any health-care costs not paid by insurance. You must give this statement to the other parent within a reasonable time, but no more than 30 days after those costs were given to you.

2. Proof of full payment. If you have already paid all of the uninsured costs, you must (1) give the other parent proof that you paid them and (2) ask for reimbursement for the other parent's court-ordered share of those costs.

3. Proof of partial payment. If you have paid only your share of the uninsured costs, you must (1) give the other parent proof that you paid your share, (2) ask that the other parent pay his or her share of the costs directly to the health-care provider, and (3) give the other parent the information necessary for that parent to be able to pay the bill.

4. Payment by notified parent. If you receive notice from a parent that an uninsured health-care cost has been incurred, you must pay your share of that cost within the time the court orders; or if the court has not specified a period of time, you must make payment (1) within 30 days from the time you were given notice of the amount due, (2) according to any payment schedule set by the health-care provider, (3) according to a schedule agreed to in writing by you and the other parent, or (4) according to a schedule adopted by the court.

5. Disputed charges. If you dispute a charge, you may file a motion in court to resolve the dispute, but only if you pay that charge before filing your motion. If you claim that the other party has failed to reimburse you for a payment, or the other party has failed to make a payment to the provider after proper notice has been given, you may file a motion in court to resolve the dispute. The court will presume that if uninsured costs have been paid, those costs were reasonable. The court may award attorney fees and costs against a party who has been unreasonable.

6. Court-ordered insurance coverage. If a parent provides health-care insurance as ordered by the court, that insurance must be used at all times to the extent that it is available for health-care costs.

a. Burden to prove. The party claiming that the coverage is inadequate to meet the child's needs has the burden of proving that to the court.

b. Cost of additional coverage. If a parent purchases health-care insurance in addition to that ordered by the court, that parent must pay all the costs of the additional coverage. In addition, if a parent uses alternative coverage that costs more than the coverage provided by court order, that parent must pay the difference.

7. Preferred health providers. If the court-ordered coverage designates a preferred health-care provider, that provider must be used at all times consistent with the terms of the health insurance policy. When any party uses a health-care provider other than the preferred provider, any health-care costs that would have been paid by the preferred health provider if that provider had been used must be the sole responsibility of the party incurring those costs.

INFORMATION SHEET ON CHANGING A CHILD SUPPORT ORDER

General Information

The court has just made a child support order in your case. This order will remain the same unless a party to the action requests that the support be changed (modified). An order for child support can be modified only by filing a motion to change child support and serving each party involved in your case. If both parents and the local child support agency (if it is involved) agree on a new child support amount, you can complete, have all parties sign, and file with the court a *Stipulation to Establish or Modify Child Support and Order* (form FL-350) or *Stipulation and Order (Governmental)* (form FL-625).

When a Child Support Order May Be Modified

The court takes several things into account when ordering the payment of child support. First, the number of children is considered. Next, the net incomes of both parents are determined, along with the percentage of time each parent has physical custody of the children. The court considers both parties' tax filing status and may consider hardships, such as a child of another relationship. An existing order for child support may be modified when the net income of one of the parents changes significantly, the parenting schedule changes significantly, or a new child is born.

Examples

- You have been ordered to pay \$500 per month in child support. You lose your job. You will continue to owe \$500 per month, plus 10 percent interest on any unpaid support, unless you file a motion to modify your child support to a lower amount and the court orders a reduction.
- You are currently receiving \$300 per month in child support from the other parent, whose net income has just increased substantially. You will continue to receive \$300 per month unless you file a motion to modify your child support to a higher amount and the court orders an increase.
- You are paying child support based upon having physical custody of your children 30 percent of the time. After several months it turns out that you actually have physical custody of the children 50 percent of the time. You may file a motion to modify child support to a lower amount.

How to Change a Child Support Order

To change a child support order, you must file papers with the court. *Remember:* You must follow the order you have now.

What forms do I need?

If you are asking to change a child support order open with the local child support agency, you must fill out one of these forms:

- FL-680, *Notice of Motion (Governmental)* **or** FL-683 *Order to Show Cause (Governmental)* **and**
- FL-684, *Request for Order and Supporting Declaration (Governmental)*

If you are asking to change a child support order that is **not** open with the local child support agency, you must fill out one of these forms:

- FL-300, *Request for Order* **or**
- FL-390, *Notice of Motion and Motion for Simplified Modification of Order for Child, Spousal, or Family Support*

You must also fill out one of these forms:

- FL-150, *Income and Expense Declaration* **or** FL-155, *Financial Statement (Simplified)*

What if I am not sure which forms to fill out?

Talk to the family law facilitator at your court.

After you fill out the forms, file them with the court clerk and ask for a hearing date. Write the hearing date on the form.

The clerk will ask you to pay a filing fee. If you cannot afford the fee, fill out these forms, too:

- Form FW-001, *Request to Waive Court Fees*
- Form FW-003, *Order on Court Fee Waiver (Superior Court)*

You must serve the other parent. If the local child support agency is involved, serve it too.

This means someone 18 or over—**not you**—must serve the other parent copies of your filed court forms at least **16 court days** before the hearing. Add **5 calendar days** if you serve by mail within California (see Code of Civil Procedure section 1005 for other situations).

Court days are weekdays when the court is open for business (Monday through Friday except court holidays). **Calendar days** include all days of the month, including weekends and holidays. To find court holidays, go to www.courts.ca.gov/holidays.htm.

The server must also serve blank copies of these forms:

- FL-320, *Responsive Declaration to Request for Order* **and** FL-150, *Income and Expense Declaration*, **or**
- FL-155, *Financial Statement (Simplified)*

Then the server fills out and signs a *Proof of Service* (form FL-330 or FL-335). Take this form to the clerk and file it.

Go to your hearing and ask the judge to change the support. Bring your tax returns from the last two years and your last two months' pay stubs. The judge will look at your information, listen to both parents, and make an order. After the hearing, fill out:

- FL-340, *Findings and Order After Hearing* **and**
- FL-342, *Child Support Information and Order Attachment*

Need help?

Contact the family law facilitator in your county or call your county's bar association and ask for an experienced family lawyer.

PARTY WITHOUT ATTORNEY or ATTORNEY STATE BAR NO.: 253665 NAME: Lauren Mullee FIRM NAME: The Law Office of Lauren Mullee, A Professional Law Corporation STREET ADDRESS: One Park Plaza, Suite 600 CITY: Irvine STATE: CA ZIP CODE: 92614 TELEPHONE NO.: 949-570-0701 FAX NO.: 949-570-0704 EMAIL ADDRESS: lauren@laurenmulleelaw.com ATTORNEY FOR (name): Helen Su Irving-Yan	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 341 The City Drive South MAILING ADDRESS: Same CITY AND ZIP CODE: Orange 92868-3205 BRANCH NAME: Lamoreaux Justice Center	
PETITIONER: Helen Su Irving-Yan RESPONDENT: Kelvin Yan	
APPEARANCE, STIPULATIONS, AND WAIVERS	CASE NUMBER: 21D003196

1. **Appearance by respondent** (you must choose one):
 - a. ☐ By filing this form, I make a general appearance.
 - b. ☒ I have previously made a general appearance.
 - c. ☐ I am a member of the military services of the United States of America. I have completed and attached to this form *Declaration and Conditional Waiver of Rights Under the Servicemembers Civil Relief Act* (form FL-130(A)).
2. **Agreements, stipulations, and waivers** (choose all that apply):
 - a. ☒ The parties agree that this cause may be decided as an uncontested matter.
 - b. ☒ The parties waive their rights to notice of trial, a statement of decision, a motion for new trial, and the right to appeal.
 - c. ☒ This matter may be decided by a commissioner sitting as a temporary judge.
 - d. ☒ The parties have a written agreement that will be submitted to the court, or a stipulation for judgment will be submitted to the court and attached to *Judgment (Family Law)* (form FL-180).
 - e. ☒ None of these agreements or waivers will apply unless the court approves the stipulation for judgment or incorporates the written settlement agreement into the judgment.
 - f. ☐ This is a parentage case, and both parties have signed an *Advisement and Waiver of Rights Re: Determination of Parental Relationship* (form FL-235) or its equivalent.
3. **Other** (specify):

Date: _____ <u>Helen Su Irving-Yan</u> (TYPE OR PRINT NAME)		_____ (SIGNATURE OF PETITIONER)
Date: _____ <u>Kelvin Yan</u> (TYPE OR PRINT NAME)		_____ (SIGNATURE OF RESPONDENT)
Date: _____ <u>Lauren Mullee, CFLS</u> (TYPE OR PRINT NAME)		_____ (SIGNATURE OF ATTORNEY FOR PETITIONER)
Date: _____ _____ (TYPE OR PRINT NAME)		_____ (SIGNATURE OF ATTORNEY FOR RESPONDENT)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Lauren Mullee 253665 The Law Office of Lauren Mullee, A Professional Law Corporation One Park Plaza, Suite 600 Irvine CA 92614 TELEPHONE NO.: 949-570-0701 FAX NO. (Optional): 949-570-0704 E-MAIL ADDRESS (Optional): lauren@laurenmulleelaw.com ATTORNEY FOR (Name): Helen Su Irving-Yan	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 341 The City Drive South MAILING ADDRESS: Same CITY AND ZIP CODE: Orange 92868-3205 BRANCH NAME: Lamoreaux Justice Center	
PLAINTIFF/ PETITIONER: Helen Su Irving-Yan DEFENDANT/ RESPONDENT: Kelvin Yan OTHER:	
STIPULATION AND WAIVER OF FINAL DECLARATION OF DISCLOSURE	CASE NUMBER: 21D003196

1. Under Family Code section 2105(d), the parties agree to waive the requirements of Family Code section 2105(a) concerning the final declaration of disclosure.
2. The parties agree as follows:
 - a. We have complied with Family Code section 2104, and the preliminary declarations of disclosure have been completed and exchanged.
 - b. We have completed and exchanged a current *Income and Expense Declaration* (form FL-150) that includes all material facts and information on each party's earnings, accumulations, and expenses.
 - c. We have fully complied with Family Law section 2102 and have fully augmented the preliminary declarations of disclosure, including disclosure of all material facts and information on
 - (1) the characterization of all assets and liabilities,
 - (2) the valuation of all assets that are community property or in which the community has an interest, and
 - (3) the amounts of all community debts and obligations.
 - d. Each of the parties enters into this waiver knowingly, intelligently, and voluntarily.
 - e. Each party understands that this waiver does not limit the legal disclosure obligations of the parties but rather is a statement under penalty of perjury that those obligations have been fulfilled.
 - f. The parties also understand that if they do not comply with these obligations, the court will set aside the judgment.

The petitioner and respondent declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

Helen Su Irving-Yan
(TYPE OR PRINT NAME)

(SIGNATURE OF PETITIONER)

Kelvin Yan
(TYPE OR PRINT NAME)

(SIGNATURE OF RESPONDENT)

PARTY WITHOUT ATTORNEY OR ATTORNEY NAME: Lauren Mullee FIRM NAME: The Law Office of Lauren Mullee, A Professional Law Corporation STREET ADDRESS: One Park Plaza, Suite 600 CITY: Irvine STATE: CA ZIP CODE: 92614 TELEPHONE NO.: 949-570-0701 FAX NO.: 949-570-0704 E-MAIL ADDRESS: lauren@laurenmulleelaw.com ATTORNEY FOR (name): Helen Su Irving-Yan	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 341 The City Drive South MAILING ADDRESS: Same CITY AND ZIP CODE: Orange 92868-3205 BRANCH NAME: Lamoreaux Justice Center	
PETITIONER: Helen Su Irving-Yan RESPONDENT: Kelvin Yan	
DECLARATION FOR DEFAULT OR UNCONTESTED ☒ DISSOLUTION ☐ LEGAL SEPARATION	CASE NUMBER: 21D003196

(NOTE: Items 1 through 12 apply to both dissolution and legal separation proceedings.)

1. I declare that if I appeared in court and were sworn, I would testify to the truth of the facts in this declaration.
2. I agree that my case will be proven by this declaration and that I will not appear before the court unless I am ordered by the court to do so.
3. All the information in the ☐ amended ☒ Petition ☐ Response is true and correct.
4. **Type of case (check a, b, or c):**
 - a. ☐ **Default without agreement**
 - (1) No response has been filed and there is no written agreement or stipulated judgment between the parties;
 - (2) The default of the respondent was entered or is being requested, and I am not seeking any relief not requested in the petition; and
 - (3) The following statement is true (check one):
 - (A) ☐ There are no assets or debts to be disposed of by the court.
 - (B) ☐ The community and quasi-community assets and debts are listed on the **completed** current *Property Declaration* (form FL-160), which includes an estimate of the value of the assets and debts that I propose to be distributed to each party. The division in the proposed *Judgment* (form FL-180) is a fair and equal division of the property and debts, or if there is a negative estate, the debts are assigned fairly and equitably.
 - b. ☐ **Default with agreement**
 - (1) No response has been filed and the parties have agreed that the matter may proceed as a default matter without notice; and
 - (2) The parties have entered into a written agreement regarding their property and their marriage or domestic partnership rights, including support, the original of which is being or has been submitted to the court. I request that the court approve the agreement.
 - c. ☒ **Uncontested**
 - (1) Both parties have appeared in the case; and
 - (2) The parties have entered into a written agreement regarding their property and their marriage or domestic partnership rights, including support, the original of which is being or has been submitted to the court. I request that the court approve the agreement.
5. **Declaration of disclosure (check a, b, c, or d):**
 - a. ☐ Both the parties have filed, or are filing concurrently, a *Declaration Regarding Service of Declaration of Disclosure* (form FL-141) and an *Income and Expense Declaration* (form FL-150).
 - b. ☐ This matter is proceeding by default. I am the petitioner in this action and have filed a proof of service of the preliminary *Declaration of Disclosure* (form FL-140) with the court. I hereby waive receipt of the final *Declaration of Disclosure* (form FL-140) from the respondent.
 - c. ☐ This matter is proceeding by default. I am the petitioner in this action, and service of the summons on respondent was done by publication or posting under court order. Service of the preliminary *Declaration of Disclosure* (form FL-140) is not required. I hereby waive receipt of the final *Declaration of Disclosure* (form FL-140) from the respondent.

PETITIONER: Helen Su Irving-Yan RESPONDENT: Kelvin Yan	CASE NUMBER: 21D003196
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- d. ☒ This matter is proceeding as an uncontested action. Service of the final *Declaration of Disclosure* (form FL-140) is mutually waived by both parties. A waiver provision executed by both parties under penalty of perjury is contained on the *Stipulation and Waiver of Final Declaration of Disclosure* (form FL-144), in the settlement agreement or proposed judgment, or in another, separate stipulation.
6. ☒ **Child custody and visitation (parenting time)** should be ordered as set forth in the proposed *Judgment* (form FL-180).
- a. ☒ The information in *Declaration Under Uniform Child Custody Jurisdiction and Enforcement Act* (UCCJEA) (form FL-105) ☐ has ☒ has not changed since it was last filed with the court. (If changed, attach updated form.)
- b. ☐ There is an existing court order for custody/parenting time in another case in (county):
The case number is (specify):
- c. ☐ The current custody and visitation (parenting time) previously ordered in this case, or the current schedule is (specify):
- ☐ Contained on Attachment 6c.
- d. ☐ The facts that support the requested judgment are (In a default case, state your reasons below):
- ☐ Contained on Attachment 6d.
7. ☒ **Child support** should be ordered as set forth in the proposed *Judgment* (form FL-180).
- a. If there are minor children, check and complete item (1) if applicable and item (2) or (3):
- (1) ☐ Child support is being enforced in another case in (county):
The case number is (specify):
- (2) ☒ The information in the child support calculation attached to the proposed judgment is correct based on my personal knowledge.
- (3) ☐ I request that this order be based on the ☐ Petitioner's ☐ Respondent's earning ability. The facts in support of my estimate of earning ability are (specify):
- ☐ Contained on Attachment 7a(3).
- b. Complete items (1) and (2) regarding public assistance.
- (1) I ☐ am receiving ☐ am not receiving ☐ intend to apply for public assistance for the child or children listed in the proposed order.
- (2) To the best of my knowledge, the other party ☐ is ☐ is not receiving public assistance.
☐ Petitioner ☐ Respondent is presently receiving public assistance, and all support should be made payable to the local child support agency at the address set forth in the proposed judgment. A representative of the local child support agency has signed the proposed judgment.
8. **Spousal, Partner, and Family Support** (If a support order or attorney fees are requested, submit a completed Income and Expense Declaration (form FL-150) unless a current form is on file. Include your best estimate of the other party's income. Check at least one of the following.)
- a. ☒ I knowingly give up forever any right to receive spousal or partner support.
- b. ☐ I ask the court to reserve jurisdiction to award spousal or partner support in the future to:
☐ Petitioner ☐ Respondent
- c. ☒ I ask the court to terminate forever spousal or partner support for: ☐ Petitioner ☒ Respondent
- d. ☒ Spousal support or domestic partner support should be ordered as set forth in the proposed *Judgment* (form FL-180) based on the factors described in:
☐ *Spousal or Partner Support Declaration Attachment* (form FL-157)
☒ written agreement
☐ attached declaration (Attachment 8d)
- e. ☐ Family support should be ordered as set forth in the proposed *Judgment* (form FL-180).
- f. ☐ Other (specify):

PETITIONER: Helen Su Irving-Yan RESPONDENT: Kelvin Yan	CASE NUMBER: 21D003196
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9. ☐ **Parentage** of the children of the petitioner and respondent born prior to their marriage or domestic partnership should be ordered as set forth in the proposed *Judgment* (form FL-180).
- a. ☐ A voluntary declaration of parentage or paternity is attached.
- b. ☐ Parentage was previously established by the court in (*county*):
The case number is (*specify*):
- ☐ The written agreement of the parties regarding parentage is attached here (Attachment 9b) or to the proposed *Judgment* (form FL-180).
10. ☒ **Attorney fees** should be ordered as set forth in the proposed *Judgment* (form FL-180).
- ☒ The facts in support of this request are on *Request for Attorney's Fees and Costs Attachment* (form FL-319).
- ☐ Other (*specify facts below*):

11. ☐ The judgment should be entered nunc pro tunc for the following reasons (*specify*):

12. ☐ Petitioner ☐ Respondent requests restoration of the former name as set forth in the proposed *Judgment* (form FL-180) (*proceedings for dissolution or nullity of marriage only*).

13. Irreconcilable differences have led to the irremediable breakdown of the marriage or domestic partnership, and there is no possibility of saving the marriage or domestic partnership through counseling or other means.

14. This declaration may be reviewed by a commissioner sitting as a temporary judge, who may determine whether to grant this request or require my appearance under Family Code section 2336.

STATEMENTS IN THIS BOX APPLY ONLY TO DISSOLUTIONS

15. If this is a dissolution of a marriage or domestic partnership created in another state, the petitioner or the respondent has been a resident of this county for at least three months and of the state of California for at least six months continuously and immediately preceding the date of the filing of the petition for dissolution of marriage or domestic partnership.
16. I ask that the court grant the request for a judgment of dissolution of marriage or domestic partnership based on irreconcilable differences and that the court make the orders set forth in the proposed *Judgment* (form FL-180) submitted with this declaration.
17. ☐ **Status only judgment:** This declaration is only for the termination of marital or domestic partner status. I ask the court to reserve jurisdiction over all other issues not requested in this declaration for later determination.

THIS STATEMENT APPLIES ONLY TO LEGAL SEPARATIONS

18. I ask that the court grant the request of a judgment for legal separation based on irreconcilable differences and that the court make the orders set forth in the proposed *Judgment* (form FL-180) submitted with this declaration.

I understand that a judgment of legal separation does not terminate a marriage or domestic partnership, and that I am still married or a partner in a domestic partnership.

19. ☐ Other (*specify*):

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

Helen Su Irving Yan

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

**EXPEDITED PROCESSING ATTACHMENT AND STIPULATION TO
DISSOLUTION OR SEPARATION JUDGMENT**

CASE NUMBER:
21D003196

WARNING: This Attachment only includes the minimum statutory requirements at the time of entry of judgment. It does not replace the stipulated judgment or other required documents.

I. DISCLOSURE PURSUANT TO FC §§ 2104, 2105

The parties have fully complied with the disclosure requirements of FC §§2102, 2104 and 2105

a. Preliminary Declaration of Disclosures Pursuant to FC §2104

☒ Petitioner filed the Preliminary Declaration of Service (FL-141) on: 7/13/22
☐ Submitted with Judgment

☒ Respondent filed the Preliminary Declaration of Service (FL-141) on: 9/4/25
☐ Submitted with Judgment

b. Final Declaration of Disclosures Pursuant to FC §2105

☐ Petitioner filed the Final Declaration of Service (FL-141) on: _____
☐ Submitted with Judgment

☐ Respondent filed the Final Declaration of Service (FL-141) on: _____
☐ Submitted with Judgment

☒ Mutually Waived by:

☒ use of Stipulation and Waiver of Final Declaration of Disclosure Form (FL-144)
☐ Filed on: _____
☒ Submitted with Judgment

☐ use of the statutory language in a separate stipulation, signed under penalty of perjury
☐ Stipulation submitted with Judgment
☐ See page _____ of Judgment

II. SPOUSAL SUPPORT PURSUANT TO FC §4336

☒ The parties had a marriage of 10 years or more, from the date of marriage to the date of separation, and spousal support has been addressed in the Marital Settlement Agreement/Stipulated Judgment.

☐ The parties had a marriage of less than 10 years, from the date of marriage to the date of separation, and spousal support has been addressed in the Marital Settlement Agreement/Stipulated Judgment.

☐ The Parties agree to terminate the court's jurisdiction (ability) to award spousal support. Both parties knowingly give up forever any right to receive spousal or partner support.

**IF THERE ARE MINOR OR DEPENDENT CHILDREN OF THE MARRIAGE,
COMPLETE SECTIONS III AND IV, OTHERWISE PROCEED DIRECTLY TO
SECTION V, ON PAGE 5 OF THIS FORM**

☐ **THERE ARE NO MINOR OR DEPENDENT CHILDREN OF THIS MARRIAGE.**

III. CHILD CUSTODY/VISITATION PURSUANT TO FC §3048

- (1) This court has jurisdiction to make child custody orders in this case under the Uniform Child Custody Jurisdiction and Enforcement Act (part 3 of the California Family Code commencing with section 3400).
- (2) The responding party was given notice and an opportunity to be heard as provided by the laws of the State of California.
- (3) The country of habitual residence of the child(ren) is:
☒ The United States
☐ Other (specify country): _____
- (4) If you violate this order you may be subject to civil or criminal penalties, or both.
- (5) The judgment contains a clear description of the custody and visitation rights of each party.

IV. CHILD SUPPORT

a. FINDINGS PURSANT TO FC §3901 and §4065

- (1) The Parties are fully informed of their rights concerning child support.
- (2) The order is being agreed to without coercion or duress.
- (3) The agreement is in the best interests of the child(ren) involved
- (4) The needs of the child(ren) will be adequately met by the stipulated amount
- (5) Unless otherwise indicated, the right to support has not been assigned to the county pursuant to Section 11477 of the Welfare and Institutions Code and no public assistance application is pending.

b. MONEY JUDGMENT IN COURT ORDER PURSUANT TO FC §5616

In the event that there is a contract between a party receiving support and a private child support collector, the party ordered to pay support must pay the fee charged by the private child support collector. This fee must not exceed 33 1/3 percent of the total amount of past due support nor may it exceed 50 percent of any fee charged by the private child support collector. The money judgment created by this provision is in favor of the private child support collector and the party receiving support, jointly.

c. BASE CHILD SUPPORT

Please check all appropriate boxes. At least one (1) box must be checked:

☐ **CHILD SUPPORT IS RESERVED (If checked, skip directly to section V)**

☐ **CHILD SUPPORT SERVICES INVOLVED**

☐ The parties currently have an open case with the Child Support Services (CSS) and a CSS representative has signed the proposed judgment.

☐ The parties currently have an open case with CSS, no child support orders are contained in this judgment, and the court reserves jurisdiction over the issue of child support, health insurance coverage, and additional child support.

If checked, skip directly to section V.

☒ **AGREED UPON SUPPORT**

☐ Petitioner ☒ Respondent shall pay to ☒ Petitioner ☐ Respondent base child support of \$ 3300 per ☐ week ☒ month, payable \$ 3300 on the first _____ and \$ _____ on _____ of each ☐ week ☒ month, commencing October 1, 2026 and continuing until the child(ren) for whom support is payable: marries, dies, is emancipated, until further order of the court or, as to an unmarried child who has attained the age of 18 years old, is a full-time high school student, and who is not self-supporting, until the time the child completes the 12th grade or attains the age of 19 years old, whichever first occurs.

d. MANDATORY ADDITIONAL CHILD SUPPORT PURSUANT TO FC §4062

☐ Petitioner ☐ Respondent shall pay child care costs related to employment or reasonably necessary education/job training:

☐ in the amount of \$ _____ per ☐ week ☐ month or ☐ _____ % of total.

☒ No child care costs orders are contained in this judgment and the court reserves jurisdiction over the issue of child care costs.

☐ Petitioner ☐ Respondent shall pay the reasonable uninsured health care costs for the child(ren): ☐ in the amount of \$ _____ per ☐ week ☐ month or ☐ _____ % of total.

e. DISCRETIONARY ADDITIONAL CHILD SUPPORT PURSUANT TO FC §4062

☒ Petitioner ☒ Respondent shall pay costs related to Extracurricular and Educational expenses: ☒ in the amount of \$ _____ per ☐ week ☐ month or ☒ 50 % of total.

f. TOTAL CHILD SUPPORT

☐ Petitioner ☒ Respondent shall pay to ☒ Petitioner ☐ Respondent base child support of \$ 3300 per ☐ week ☐ month, plus additional child support as specified in **sections (d) and/or (e)** on the previous page, for a total of \$ 3300 per ☐ week ☒ month, payable \$ _____ per ☐ week ☐ month, \$ 3300 on the first and \$ _____ on the _____ of each ☐ week ☒ month, commencing on October 1, 2026 and continuing until the child(ren) for whom support is payable: marries, dies, is emancipated, until further order of the court or, as to an unmarried child has attained the age of 18 years old, is a full-time high school student, and who is not self-supporting, until the time the child completes the 12th grade or attains the age of 19 years old, whichever first occurs.

g. REQUIRED ATTACHMENT PURSUANT TO FC §4063 and §7600

The parties have attached the following form: “Notice of Rights and Responsibilities: Health Care Costs and Reimbursement Procedures and Information sheet on Changing a Child Support Order” (Form FL-192)

h. HEALTH INSURANCE COVERAGE PURSUANT TO FC §3751

If child support is not reserved, at least one (1) of the following boxes must be checked.

☒ Health insurance coverage for the minor child(ren) must be maintained by ☒ Petitioner ☒ Respondent if that insurance is available at no cost or at reasonable cost to the parent(s) through their respective places of employment or self-employment. Both parties are ordered to cooperate in the presentation, collection, and reimbursement of any health care claims. The parent ordered to provide health insurance must seek continuation of coverage for the child after the child attains the age when the child is no longer considered eligible for coverage as a dependent under the insurance contract, if the child is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness, or condition and is chiefly dependent upon the parent providing health insurance for support and maintenance.

☐ Health Insurance is not available to the ☐ Petitioner ☐ Respondent at a reasonable cost at this time. Should health insurance coverage become available to a parent for no or for reasonable cost, that parent must apply for that coverage.

i. INCOME WITHHOLDING FOR CHILD SUPPORT PURSUANT TO FC §5230

An Income Withholding for Child Support (form FL-195) must issue. **Note:** The payor of child support is responsible for the payment of support directly to the recipient until support payments are deducted from the payor's wages, and for any support not paid by the assignment.

j. EMPLOYER INFORMATION PURSUANT TO FC §4014

The parties must notify the other parent of the name and address of his or her current employer.

V. MISCELLANEOUS PROVISIONS

The Marital Settlement Agreement/Stipulated Judgment that is also attached to the Judgment (form FL-180) contains further orders.

All provisions are deemed incorporated into the Judgment. As to the provisions that contain a checkbox (☒) , only those provisions that are checked become part of the Judgment.

If there is any express conflict between the Marital Settlement Agreement/Stipulated Judgment and this Expedited Processing Attachment, the Expedited Processing Attachment prevails. However, this Expedited Processing Attachment is not all inclusive. The fact that this Expedited Processing Attachment is less detailed is not a conflict. The Expedited Processing Attachment only includes the minimum statutory requirements at the time of entry of judgment. It does not replace the stipulated judgment or other required documents.

VI. STIPULATION FOR JUDGMENT

The parties agree that the Judgment (form FL-180) and all attachments, including this Expedited Processing Attachment, contain the exact terms of the Judgment to be entered in this case.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and agreed to by:

Petitioner: Helen Su Irving-Yan

Date

Respondent: Kelvin Yan

Date

Approved as confirming to the agreement of the parties:

Attorney for Petitioner: Lauren Mullee, CFLS

Date

Attorney for Respondent:

Date

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

Judge / Commissioner of the Superior Court

***: If Judgment is being submitted by way of a *Stipulated Default* (no Response [form FL-120] or Appearance, Stipulations and Waivers [form FL-130] has been filed), then the Respondent's signature must be notarized and must comply with Civil Code §1189.**