

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Stacey Lyn Morgenstern 42 Oak Ridge Road San Rafael, CA 94903 TELEPHONE NO.: 415-500-1383 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Self Represented	FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; text-align: center;">FILED</div> <div style="text-align: center;">AUG 28 2020</div> <div style="text-align: center;">JAMES M. KIM, Court Executive Officer MARIN COUNTY SUPERIOR COURT By: J. Charifa, Deputy</div>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Marin STREET ADDRESS: 3501 Civic Center Drive MAILING ADDRESS: 3501 Civic Center Drive CITY AND ZIP CODE: San Rafael, CA 94903 BRANCH NAME:	CASE NUMBER: FL1804586
MARRIAGE OR PARTNERSHIP OF PETITIONER: Stacey Lyn Morgenstern RESPONDENT: Gregory Alain Kellett	
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input checked="" type="checkbox"/> DISSOLUTION <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital or domestic partnership status <input type="checkbox"/> Judgment on reserved issues Date marital or domestic partnership status ends: </div> <div style="width: 35%; text-align: center;"> <input type="checkbox"/> JUDGMENT <input type="checkbox"/> LEGAL SEPARATION <input type="checkbox"/> NULLITY Forthwith </div> </div>	

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): November 24, 2019
 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): **Forthwith**
 (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):
Morgenstern/Kellett

CASE NUMBER:
FL1804586

4. i. ☒ The children of this marriage or domestic partnership are:

(1) ☒ Name

Skyla Zoe Kellett

Birthdate

02/08/10

(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: 8-28-20

VERNA A. ADAMS

JUDICIAL OFFICER

5. Number of pages attached: MSA+3

☐ SIGNATURE FOLLOWS LAST ATTACHMENT

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.

MARITAL SETTLEMENT AGREEMENT

I, Gregory A. Kellett, Husband, and I, Stacey Lyn Morgenstern, Wife, agree as follows:

I. GENERAL INFORMATION:

We make this agreement with reference to the following facts:

A. We are now husband and wife. We were married on the 19th day of December, 2008 and separated on the 1st day of February, 2018. The duration of our marriage was 9 years, 1 months, 12 days.

B. CHILDREN:

1. Wife is not pregnant at this time.
2. There are the following 1 minor child of the parties:

Skyla Zoe Kellett, aged 10 years 2 months, female, born 8th day of February, 2010

C. PURPOSE OF AGREEMENT: We now intend, by this agreement, to make a final and complete settlement of all rights and obligations concerning child custody and support, division of property and spousal support. From now on, we agree to live separately and apart and, except for the duties and obligations imposed and assumed under this agreement, we shall each be free from interference and control of the other as fully as if he or she were single.

D. FAMILY LAW PROCEEDING:

A Petition for dissolution was filed in the Superior Court of California, County of Marin, Case Number FL1804586, and that action is currently pending. Stacey Lyn Morgenstern is the Petitioner.

II. FINANCIAL DISCLOSURE:

We have each made a full and honest disclosure to the other of all current finances and assets, and each enters into this agreement in reliance thereon. Each warrants to the other and declares under penalty of perjury that the assets and liabilities divided in this agreement constitute all of their community assets and liabilities.

We each declare that we understand that failure to make a full and accurate disclosure as required by law could result in the judgment being set aside and that if a motion to set aside the judgment is brought by either of us, each must provide the Court with copies of his/her declarations of disclosure and income and expense declarations.

A. PRELIMINARY DECLARATIONS OF DISCLOSURE:

1. Husband declares that Husband's preliminary Declaration of Disclosure and Income and Expense Declaration were served on Wife on the 20th day of May, 2020.
2. Wife declares that Wife's preliminary Declaration of Disclosure and Income and Expense Declaration were served on Husband on the 20th day of May, 2020.

B. WAIVER OF FINAL DECLARATION OF DISCLOSURE. Each of us hereby waives the

requirements of Family Code section 2105(a) concerning the final declaration of disclosure. We will both sign Judicial Council form FL-144 or a similar written stipulation waiving final disclosure before we sign this agreement and it will be filed with the court when judgment is requested.

III. CONFIRMATION OF SEPARATE PROPERTY AND DEBTS:

A. Wife confirms to Husband as Husband's sole and separate property the assets and obligations listed below and waives any claim or interest in them. Husband will be solely responsible for all of Husband's separate obligations and hold Wife harmless from them.

1. Property in Maine gifted to he and his brother

B. Wife has no separate property or debts to be confirmed.

IV. DIVISION OF COMMUNITY PROPERTY AND DEBTS:

We warrant and declare under penalty of perjury that the assets and liabilities divided in this agreement constitute all our community and quasi-community assets and liabilities.

Our community property and debts will be divided as follows:

A. DIVISION OF INTEREST IN PENSION/RETIREMENT FUND:

1. The community interest in the 401k fund at Morgan Stanley is the value attributable to the employment or self-employment of Wife between 19th day of December, 2008 and 1st day of February, 2018.

2. Husband is awarded One-half.

3. Husband's portion of the community interest in this fund will be implemented by a stipulated order that satisfies requirements for a tax-free transfer to Husband. Wife agrees not to apply for or accept benefits from this plan until after the stipulated order has been issued by the court and submitted to and accepted by the plan administrator.

4. Wife will be responsible for obtaining and processing the appropriate order and any other documents reasonably necessary to secure and protect Husband's interests. The cost for preparation and execution of these documents will be paid 50% by Husband and 50% by Wife.

B. COMMUNITY PROPERTY AWARDED TO HUSBAND

As and for a division of community property, the assets listed below, together with any encumbrances thereon, are awarded and assigned to Husband to hereafter be Husband's sole and separate property free and clear of any claims by Wife.

1. One-half the coin collection

2. 2007 Toyota Sienna Mini Van

3. 2008 Toyota Pickup

4. One-half the joint Bank of America checking account #6398 divided on July 1,

2020

5. One-half the Wells Fargo Bank business checking account #4938 less \$2,000 to equalize the 401k balances divided on July 4, 2020

6. Patelco checking and savings accounts in his name

7. One-half of the Running Springs Ranch Association Promissory Note when it is paid

8. 5,000 shares in Health Coach Institute as outlined in the Equalization Section No. IV. E.

C. COMMUNITY PROPERTY AWARDED TO WIFE

As and for a division of community property, the assets listed below, together with any encumbrances thereon, are awarded and assigned to Wife to hereafter be Wife's sole and separate property free and clear of any claims by Husband.

1. One-half the coin collection

2. 2016 Mazda CX3

3. One-half of the Bank of America joint checking account ending #6398 divided on July 1, 2020

4. The balance in the Wells Fargo Bank business checking account ending #4938 after giving Husband his one-half share less an equalizing amount of \$2,000 divided on July 1, 2020

5. One-half the Running Springs Ranch Association promissory note when it is paid

6. 5,000 shares in Health Coach Institute after giving Husband his 5,000 shares; payment of which is outlined in the Equalization Section No. IV. E.

7. Any future stock, earnings or investments from Health Coach Institute

D. SKYLA'S TRUST:

The parties have established a trust account for Skyla, which is the Skyla Z Trust, and they both agree to put their 1/16 share of Running Springs Ranch in this trust account so that Skyla can have this investment, or the proceeds from this investment if it is ever sold.

Both parties manage this account which requires both their approvals for any withdrawals exceeding \$500.

A. EQUALIZATION

1. In order to equalize the division of community property, Husband is given judgment against Wife in the sum of \$106,250, which will be paid on or before July 15, 2020. This payment represents twenty-five percent (25%) of his interest of 5,000 shares in HCI. If there is future liquidity in these shares at the 409A value from March 2019, then he would receive payment of the difference between the 409A value of \$425,000 (\$85 per share for 5,000

shares) less this payment of \$106,250 to equal \$318,750. Liquidity in the company would mean that the company is sold for at least the 409A value as of March 2019. If there is no liquidity, then there would be no additional payments to Husband for these shares. Wife shall notify Husband within 30 days of any monetary transactions affecting these shares of stock.

E. Husband and Wife each warrant to the other that after the date of this agreement no debt or obligation will be incurred for which the other may be liable, or that could be enforced against an asset held by the other. We agree that if any claim be brought seeking to hold one liable for the subsequent debts of the other, or an undisclosed obligation of the other, or for any act or omission of the other, then each will hold the other harmless, defend such claim, and indemnify the other for any liability on the obligation, attorney fees, and related costs.

F. If either of us breaches the warranty in the preceding paragraph by withholding disclosure of any community asset other than those disclosed and listed in this agreement, warrantor will transfer or pay to warrantee, at the warrantee's election, one of the following: (a) If the asset is reasonably susceptible to division, a portion of the asset equal to the warrantee's interest in it, plus 10% per annum compounded annually from the effective date to the date of payment; or (b) The fair market value of the warrantee's interest in the asset on the effective date of this agreement, plus 10% per annum compounded annually from the effective date of this agreement.

G. If either of us decides to claim any rights under bankruptcy laws, that person must notify the other of this intention in writing at least fourteen days before filing the petition, including the name, address and phone number of the attorney, if any, who represents the person in that petition and the court in which the petition will be filed. The person receiving notice will have five business days to elect to participate jointly with the notifying person in a consolidation proceeding and may choose to be represented by the same attorney, if any.

H. These provisions will not impair the availability of any other remedy arising from nondisclosure of community assets or debts.

V. SPOUSAL SUPPORT:

WAIVED: All right or claim to receive spousal support from the other is hereby waived by Wife and no court will have jurisdiction to award spousal support to Wife at any time regardless of any circumstances that may arise.

We declare that we have carefully bargained all issues related to spousal support, including the amount and its duration. We understand that either of us could ask the court to retain jurisdiction over the subject and we understand that this waiver cuts off forever any right of Wife to ask for or receive support and the power of any court to order support. Wife understands that this clause could work great and unexpected hardship at some time in the future and that Wife has considered that possibility in the making of this agreement.

We are aware that if requested by either of us, the court is required by law to reserve spousal support for long-term marriages of over ten years and may be disposed to do so for marriages shorter than ten years. Even so, Wife waives the right to receive spousal support now or at any time in the future.

Wife acknowledges and waives all rights to spousal support per Family Code § 4320 et seq, doing so knowingly, not under duress, and with full understanding of the rights and duties of both parties under the California Family Code and other related statutes, as well as per In re Marriage of Vomacka (1984) 36 Cal 3d 459, 204 Cal.Rptr. 568, 683 P. 2d 248.

PAYMENT: In consideration of the other terms of this settlement agreement,

A. Amount: Wife will pay to Husband the following:

1. Year 1 (July 1st, 2020 – June 30, 2021): \$5,000 a month as and for spousal support
2. Year 2 (July 1st, 2021 – June 30, 2022): \$4,000 a month as and for spousal support
3. Years 3 and 4 (July 1st, 2022 – June 30, 2024): \$3,000 a month as and for spousal support

B. Spousal Support is payable in advance on the 1st day of each month.

Payments will begin on first day of July 2020 and continue until whichever of the following will occur first: the death of either party or remarriage of the recipient, or first day of June 30, 2024.

VI. CUSTODY AND PARENTING:

A. CUSTODY OF MINOR CHILDREN:

1. Husband and Wife will jointly share the legal and physical custody of Skyla.

In exercising joint legal custody, the parents will share responsibility and must confer in good faith on matters concerning the health, education and welfare of their child.

We agree that California is the home state of the children, that we personally executed this agreement and understand our custodial rights and waive any further hearing on this issue, and agree that the United States is the country of habitual residence of the children. We acknowledge that both parties have had notice and an opportunity to be heard as provided by the laws of the state of California, and we are aware that a violation of this custodial order can result in civil or criminal penalties.

B. PARENTING PLAN:

1. We, Gregory A. Kellett, hereafter Husband, and Stacey Lyn Morgenstern, hereafter Wife, are the parents of our minor child and the subject of this parenting plan.
 - a. Care time. Under our plan, it is our intention that Husband will have physical care of the child 29% of the time. The schedule below defines the times the children will be with Husband. At all other times they will be with Wife.
 - b. Weekends. A weekend begins at 1:30 pm Friday and ends at 1:30 pm Monday and will take place alternate weekends starting May 29, 2020.
 - c. Weekdays: Weekday care begins at 1:30 pm and ends at 1:30 pm on the next day and will take place every other Tuesday starting July 3rd, 2020.

d. School holidays, summer vacations and school breaks will be worked out between the parents. Vacation time with their child will also be worked out between the parents.

VII. CHILD SUPPORT:

A. DECLARATIONS: We make the following declarations: (1) We are fully informed of our rights concerning child support; (2) The child support award is agreed to without coercion or duress; (3) The agreement is in the best interests of the children involved; and (4) The needs of the child will be adequately met by the stipulated amount.

1. Under our agreed parenting plan, the child will be in the physical care of Husband 29% of the time and in the physical care of Wife 71% of the time.

2. The right to support has not been assigned to the county under Section 11477 of the Welfare and Institutions Code. A public assistance application is not pending.

3. We are aware that guideline child support for our case is \$611 per month and acknowledge that agreed support is at the guideline amount.

4. A computer calculation of guideline support for our case is attached as Exhibit A.

B.

BASIC CHILD SUPPORT:

1. Amount. As and for child support, Wife will pay to Husband a total of \$611 per month, beginning on the 1st day of July, 2020.
2. Payable. Child support is payable in advance, as follows, \$611 on the 1st day of each month.
3. Allocation. In accordance with California Family Code 4055(b)(8), support is not allocated as there is only one child.

C. ADDITIONAL CHILD SUPPORT:

1. Health Insurance: A policy of insurance providing major medical, dental and vision coverage shall be maintained for each child for the duration of the support obligation so long as it is available through employment or self-employment, or otherwise at reasonable cost.
2. Wife will maintain existing medical, dental and vision insurance for each minor child, to be paid for by Wife.
3. The parent providing insurance coverage will assign the right of reimbursement to the other parent. The child's reasonable health costs that are not covered by any policy of health insurance will be paid 100% by Wife. The parents agree to revisit payment of these expenses if they exceed \$5,000 per year.
4. Child Care: Each parent will pay for their own childcare.
5. Extracurricular activities: The parents agree that these expenses can be paid out of the Trust account they established for their daughter based on provisions of the trust.

D. DURATION. Support will continue for each child until said child dies, marries, becomes self-supporting or otherwise emancipated, reaches 19, or reaches 18 and is not a full-time high school student, or the custodial parent dies and the payer assumes full custody, or further court order, whichever occurs first.

E. TAX MATTERS:

Dependency exemptions. Commencing with tax year 2020, if qualified by law to do so, Wife will have the right to claim federal and state dependency exemptions and credits for the following children: . Husband will release said exemptions to Wife and before the end of the tax year will sign and deliver to Wife IRS Form 8332 or any other form that may be required to claim such exemption. Should Husband fail to sign or deliver any required form, or attempt to claim the exemption or credit, Husband will indemnify Wife for any related tax liability, attorney fees, and related costs.

Head of household tax status: When Skyla is living at school, college or other post-high school training, the principal abode of said child will be with Wife who will pay more than half the cost of the child's support and maintaining a home during the child's temporary absence at school.

VIII. RESOLUTION OF DISPUTES:

With the exception of emergencies involving an imminent threat to the physical safety of either of us or of our child, or the collection of back support, all disputes arising between us on any matter whatever will be resolved as follows:

A. Mediation

1. If we are unable to resolve any dispute ourselves or with counseling, then we each agree to make a reasonable good-faith effort to resolve the matter in mediation. On the written request of either of us, we will within thirty days submit our dispute to mediation with a mediator agreed upon by both of us. If we are unable to agree on a mediator, we will each choose one person to make a choice on our behalf, and those two persons together will appoint our mediator. We will participate in mediation in good faith and we will each be responsible for half the cost of mediation.

2. We are each entitled to representation in mediation by an attorney of our choice. Each of us will be responsible for his or her own attorney's fees.

IX. GENERAL PROVISIONS:

A. RESERVATION OF JURISDICTION: We agree that the court will have jurisdiction to make whatever orders may be necessary or desirable to carry out this agreement and to divide equally between us any community assets or liabilities omitted from division under this agreement.

B. EXECUTION OF INSTRUMENTS: We each agree to execute and deliver any documents, make all endorsements, and do all acts necessary or convenient, now or at any time, to carry out the terms of this agreement, or to vest the titles as provided herein or otherwise to effectuate the intent of this agreement. This agreement will constitute a full and complete transfer of title to the property herein designated as being transferred, conveyed or assigned by either of us. If either of us fails to execute any documents necessary to effectuate the terms of this agreement within ten days after request, it is agreed that upon Ex Parte application to the Superior Court, and telephone notice of twenty-four hours to the other party, the County Clerk will be appointed to execute said documents.

C. PRESENTATION TO COURT: In any divorce or legal separation proceeding between us, the original of this agreement will be presented to the court, attached to any proposed or stipulated Judgment, and the court will be requested to approve the entire agreement and the agreement will be incorporated and merged into the Judgment and we will both be ordered to comply with its executory provisions.

We each expressly agree that the warranty and indemnity provisions and all executory provisions of the agreement will survive the merger and entry of judgment, and will be enforceable in contract, tort, or as otherwise provided by law. The agreement is not conditioned upon the merger with or filing of the judgment.

D. RECONCILIATION: In the event of a reconciliation between us, this agreement will continue in full force and effect until modified, altered or terminated by an agreement in writing signed by each of us.

E. GOVERNING LAW: This agreement will be governed by and construed in accordance with the law of the State of California.

F. BINDING EFFECT: This agreement, and each provision thereof, is expressly made binding upon heirs, assigns, executors, administrators, representatives, and successors in interest of either of us.

X. ADVICE OF COUNSEL:

I, Gregory A. Kellett, understand that I have the right to be represented by an independent attorney in the negotiation and preparation of this agreement. Nonetheless, I choose not to be represented. I understand the terms of this agreement and have had ample opportunity to seek the advice of an attorney or any other kind of advisor. I have read this agreement carefully and have received as much advice as I wish to receive and I freely and voluntarily choose to sign it without being represented by an attorney.

Initial GA

I, Stacey Lyn Morgenstern, understand that I have the right to be represented by an independent attorney in the negotiation and preparation of this agreement. Nonetheless, I choose not to be represented. I understand the terms of this agreement and have had ample opportunity to seek the advice of an attorney or any other kind of advisor. I have read this agreement carefully and have received as much advice as I wish to receive and I freely and voluntarily choose to sign it without being represented by an attorney.

Initial SLM

SIGNATURES

XI. I declare under the laws of the state of California that the foregoing is true and correct.

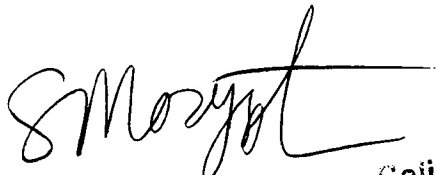
Dated: 7.3.2020



Gregory A. Kellett

California All-Purpose
Acknowledgment Attached

Dated: 7.6.2020



Stacey Lyn Morgenstern

California All-Purpose
Acknowledgment Attached

ATTACHMENTS:

Exhibit A - Computer calculation of child support guideline

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.

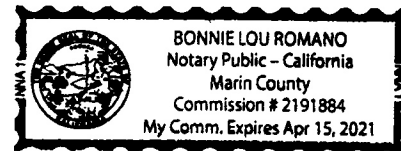
State of California

County of MARIN

On 7-3-2020, before me, Bonnie Romano, a Notary Public, personally appeared Gregory A. Kellett, 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 instrument.

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 of Notary

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, _____, a Notary Public, personally appeared Stacey Lyn Morgenstern, 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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.

see attached

Signature of Notary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Marin)

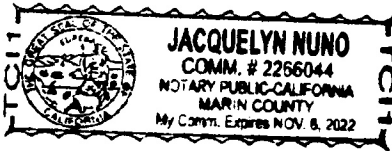
On 7/6/2020 before me, Jacquelyn Nuno, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Stacey Lyn Morgenstern
Name(s) of Signer(s)

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

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 Jacquelyn Nuno
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Marital Settlement

Document Date: 7/6/2020

Number of Pages: 10

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Signer's Name:

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

ATTORNEY (NAME AND ADDRESS): Cindy Elwell Divorce with Dignity-Marin/Sonoma	TELEPHONE NO.:
ATTORNEY FOR: Father	
DISSOMASTER REPORT 2020, Monthly	CASE NUMBER:

Input Data	Father	Mother	Guideline (2020)	Cash Flow Analysis	Gdln.	Prop.
Number of children	0	1	Nets (adjusted)	Comb. net spendable	10,928	10,928
% time with NCP	29%	0%	Father 625	Percent change	0%	0.0%
Filing status	Single	HH/MLA	Mother 10,304	Father		
# Federal exemptions	1*	2*	Total 10,929	Payment (cost)/benefit	3,085	3,085
Wages + salary	0	15,208	Support	Net spendable income	3,768	3,768
401(k) employee contrib	0	0	(Nondeductible)	NSI change from gdl	0	0
Self-employment income	1,200	0	CS Payor Mother	% combined spendable	34.5%	34.5%
Other taxable income	0	0	Presumed 611	% of saving over gdl	0%	0%
Other nontaxable income	0	0	Basic CS 611	Total taxes	200	200
New-spouse income	0	0	Add-ons 0	# WHA	0	0
Wages + salary	0	0	Presumed Per Kid	Net wage paycheck/mo	0	0
Self-employment income	0	0	Child 1 611	Mother		
SS paid other marriage	0	0	SS Payor Mother	Payment (cost)/benefit	(2,907)	(2,907)
Retirement contrib if ATI	0	0	Marin 2,532	Net spendable income	7,161	7,161
Required union dues	0	0	Total 3,143	NSI change from gdl	0	0
Nec job-related exp.	0	0	Proposed, tactic 9	% combined spendable	65.5%	65.5%
Adj. to income (ATI)	0	0	CS Payor Mother	% of saving over gdl	0%	0%
SS paid other marriage	0	0	Presumed 611	Total taxes	4,216	4,216
CS paid other relationship	0	0	Basic CS 611	# WHA	7	7
Qual. Bus. Inc. Ded.	0	0	Add-ons 0	Net wage paycheck/mo	10,667	10,667
Health insurance	375	688	Presumed Per Kid	Default Case Settings		
Itemized deductions	0	0	Child 1 611			
Other medical expenses	0	0	SS Payor Mother			
Property tax expenses	0	0	Marin 2,532			
Ded. interest expense	0	0	Total 3,143			
Charitable contribution	0	0	Savings 0			
Miscellaneous itemized	0	0	No releases			
Required union dues	0	0				
Mandatory retirement	0	0				
Hardship deduction	0*	0*				
Other gdl. deductions	0	0				
AMT info (IRS Form 6251)	0	0				
Child support add-ons	0	0				



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

FL-192

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.

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):</p> <p>Stacey Lyn Morgenstern 42 Oak Ridge Road San Rafael, CA 94903</p> <p>TELEPHONE NO.: 415-500-1383 FAX NO. (Optional):</p> <p>E-MAIL ADDRESS (Optional):</p> <p>ATTORNEY FOR (Name): Self Represented</p> <p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Marin STREET ADDRESS: 3501 Civic Center Drive MAILING ADDRESS: 3501 Civic Center Drive CITY AND ZIP CODE: San Rafael, CA 94903 BRANCH NAME:</p> <p>MARRIAGE OR PARTNERSHIP OF PETITIONER: Stacey Lyn Morgenstern RESPONDENT: Gregory Alain Kellett</p> <p style="text-align: center;">JUDGMENT</p> <p><input checked="" type="checkbox"/> DISSOLUTION <input type="checkbox"/> LEGAL SEPARATION <input type="checkbox"/> NULLITY</p> <p><input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital or domestic partnership status <input type="checkbox"/> Judgment on reserved issues</p> <p>Date marital or domestic partnership status ends: Forthwith</p>	<p style="text-align: center;">FOR COURT USE ONLY</p> <p style="font-size: 2em; font-weight: bold; text-align: center;">FILED</p> <p style="text-align: center; font-weight: bold;">AUG 28 2020</p> <p style="text-align: center;">JAMES M. KIM, Court Executive Officer MARIN COUNTY SUPERIOR COURT By: J. Charfa, Deputy</p> <p>CASE NUMBER: FL1804586</p>
---	--

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): November 24, 2019
 - 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): **Forthwith**
 (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.

MARITAL SETTLEMENT AGREEMENT

I, Gregory A. Kellett, Husband, and I, Stacey Lyn Morgenstern, Wife, agree as follows:

I. GENERAL INFORMATION:

We make this agreement with reference to the following facts:

A. We are now husband and wife. We were married on the 19th day of December, 2008 and separated on the 1st day of February, 2018. The duration of our marriage was 9 years, 1 months, 12 days.

B. CHILDREN:

1. Wife is not pregnant at this time.
2. There are the following 1 minor child of the parties:

Skyla Zoe Kellett, aged 10 years 2 months, female, born 8th day of February, 2010

C. PURPOSE OF AGREEMENT: We now intend, by this agreement, to make a final and complete settlement of all rights and obligations concerning child custody and support, division of property and spousal support. From now on, we agree to live separately and apart and, except for the duties and obligations imposed and assumed under this agreement, we shall each be free from interference and control of the other as fully as if he or she were single.

D. FAMILY LAW PROCEEDING:

A Petition for dissolution was filed in the Superior Court of California, County of Marin, Case Number FL1804586, and that action is currently pending. Stacey Lyn Morgenstern is the Petitioner.

II. FINANCIAL DISCLOSURE:

We have each made a full and honest disclosure to the other of all current finances and assets, and each enters into this agreement in reliance thereon. Each warrants to the other and declares under penalty of perjury that the assets and liabilities divided in this agreement constitute all of their community assets and liabilities.

We each declare that we understand that failure to make a full and accurate disclosure as required by law could result in the judgment being set aside and that if a motion to set aside the judgment is brought by either of us, each must provide the Court with copies of his/her declarations of disclosure and income and expense declarations.

A. PRELIMINARY DECLARATIONS OF DISCLOSURE:

1. Husband declares that Husband's preliminary Declaration of Disclosure and Income and Expense Declaration were served on Wife on the 20th day of May, 2020.
2. Wife declares that Wife's preliminary Declaration of Disclosure and Income and Expense Declaration were served on Husband on the 20th day of May, 2020.

B. WAIVER OF FINAL DECLARATION OF DISCLOSURE. Each of us hereby waives the

requirements of Family Code section 2105(a) concerning the final declaration of disclosure. We will both sign Judicial Council form FL-144 or a similar written stipulation waiving final disclosure before we sign this agreement and it will be filed with the court when judgment is requested.

III. CONFIRMATION OF SEPARATE PROPERTY AND DEBTS:

A. Wife confirms to Husband as Husband's sole and separate property the assets and obligations listed below and waives any claim or interest in them. Husband will be solely responsible for all of Husband's separate obligations and hold Wife harmless from them.

1. Property in Maine gifted to he and his brother

B. Wife has no separate property or debts to be confirmed.

IV. DIVISION OF COMMUNITY PROPERTY AND DEBTS:

We warrant and declare under penalty of perjury that the assets and liabilities divided in this agreement constitute all our community and quasi-community assets and liabilities.

Our community property and debts will be divided as follows:

A. DIVISION OF INTEREST IN PENSION/RETIREMENT FUND:

1. The community interest in the 401k fund at Morgan Stanley is the value attributable to the employment or self-employment of Wife between 19th day of December, 2008 and 1st day of February, 2018.

2. Husband is awarded One-half.

3. Husband's portion of the community interest in this fund will be implemented by a stipulated order that satisfies requirements for a tax-free transfer to Husband. Wife agrees not to apply for or accept benefits from this plan until after the stipulated order has been issued by the court and submitted to and accepted by the plan administrator.

4. Wife will be responsible for obtaining and processing the appropriate order and any other documents reasonably necessary to secure and protect Husband's interests. The cost for preparation and execution of these documents will be paid 50% by Husband and 50% by Wife.

B. COMMUNITY PROPERTY AWARDED TO HUSBAND

As and for a division of community property, the assets listed below, together with any encumbrances thereon, are awarded and assigned to Husband to hereafter be Husband's sole and separate property free and clear of any claims by Wife.

1. One-half the coin collection

2. 2007 Toyota Sienna Mini Van

3. 2008 Toyota Pickup

4. One-half the joint Bank of America checking account #6398 divided on July 1,