

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, number, and address): James A. Hennenhoefer 47992 James A. Hennenhoefer, A.P.C. 316 South Melrose Dr. - Suite 200 Vista, CA 92081 TELEPHONE NO.: 760 941-2260 FAX NO. (Optional): 760 945 1805 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Leslie A. Burcham	FOR COURT USE ONLY FILED Clerk of the Superior Court FEB 25 2011 S. TALBOTT, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 1555 6th Avenue MAILING ADDRESS: 1555 6th Avenue CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: Family Court	
PETITIONER: Leslie A. Burcham RESPONDENT: Michael Robertson	
NOTICE OF ENTRY OF JUDGMENT	CASE NUMBER: D 519078

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

FEB 25 2011

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

Date: FEB 25 2011

Clerk, by S. Talbot, Deputy
S. TALBOTT

-NOTICE TO ATTORNEY OF RECORD OR PARTY WITHOUT ATTORNEY-

Under the provisions of 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.

STATEMENT IN THIS BOX APPLIES ONLY TO JUDGMENT OF DISSOLUTION

Effective date of termination of marital or domestic partnership status (specify): [REDACTED]

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 the 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): SAN DIEGO, California, on (date): FEB 25 2011

Date: FEB 25 2011 Clerk, by S. Talbot, Deputy S. TALBOTT

<input type="checkbox"/> Name and address of petitioner or petitioner's attorney Leslie A. Burcham c/o James A. Hennenhoefer, Esq. James A. Hennenhoefer APC 316 South Melrose Drive #200 Vista, CA 92081	<input type="checkbox"/> Name and address of respondent or respondent's attorney Michael Robertson c/o Thomas M. Huguenor, Esq. 4225 Executive Square Suite 270 La Jolla, CA 92037
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Street number, and address):
 James A. Hennenhoefer 47992
 James A. Hennenhoefer, A.P.C.
 316 South Melrose Dr. - Suite 200
 Vista, CA 92081
 TELEPHONE NO.: 760 941-2260 FAX NO. (Optional): 760 945 1805
 E-MAIL ADDRESS (Optional):
 ATTORNEY FOR (Name): Leslie A. Burcham

FOR COURT USE ONLY
 FILED
 Clerk of the Superior Court
 FEB 25 2011
 S. A. TALBOT, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
 STREET ADDRESS: 1555 6th Avenue
 MAILING ADDRESS: 1555 6th Avenue
 CITY AND ZIP CODE: San Diego, CA 92101-3105
 BRANCH NAME: Family Court

MARRIAGE OF
 PETITIONER: Leslie A. Burcham
 RESPONDENT: Michael Robertson

JUDGMENT
 DISSOLUTION LEGAL SEPARATION NULLITY
 Status only
 Reserving jurisdiction over termination of marital or domestic partnership status
 Judgment on reserved issues
 Date marital or domestic partnership status ends:

CASE NUMBER:
 D 519078

- 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): _____
- This proceeding was heard as follows: Default or uncontested By declaration under Family Code section 2336
 Contested
 a. Date: FEB 24 2011 Dept.: F-3 Room: _____
 b. Judicial officer (name): Hon. Maureen F. Hallahan Temporary judge
 c. Petitioner present in court Attorney present in court (name): James A. Hennenhoefer
 d. Respondent present in court Attorney present in court (name): Thomas M. Huguenor
 e. Claimant present in court (name): Attorney present in court (name):
 f. Other (specify name): _____
- The court acquired jurisdiction of the respondent on (date): November 23, 2009 (67)
 a. The respondent was served with process.
 b. The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

- 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): ~~June 28, 2010~~ Nov. 2, 2010
 e. Judgment on reserved issues.
 f. The petitioner's respondent's former name is restored (specify): _____
 g. Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
 h. This judgment contains provisions for child support or family support. 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):
Burcham/Robertson

CASE NUMBER:
D 519078

4. (Cont'd.)

- i. A settlement agreement between the parties is attached. This is a confidential Judgment.Memorandum of
- j. A written stipulation for judgment between the parties is attached. Marital Settlement Agreement is attached
- k. The children of this marriage or domestic partnership.

(1) The children of this marriage or domestic partnership are:

Name	Birthdate
Samuel W. Robertson	3/25/97
Keith J. Robertson	11/07/98

(2) Parentage is established for children of this relationship born prior to the marriage or domestic partnership.

l. Child custody and visitation are ordered as set forth in the attached

- (1) settlement agreement, stipulation for judgment, or other written agreement.
- (2) Child Custody and Visitation Order Attachment (form FL-341).
- (3) Stipulation and Order for Custody and/or Visitation of Children (form FL-355).
- (4) other (specify):

m. Child support is ordered as set forth in the attached

- (1) settlement agreement, stipulation for judgment, or other written agreement. Memorandum of Marital Settlement Agreement
- (2) Child Support Information and Order Attachment (form FL-342).
- (3) Stipulation to Establish or Modify Child Support and Order (form FL-350).
- (4) other (specify):

n. Spousal or partner support is ordered as set forth in the attached

- (1) settlement agreement, stipulation for judgment, or other written agreement. Memorandum of Marital Settlement Agreement
- (2) Spousal, Partner, or Family Support Order Attachment (form FL-343).
- (3) other (specify):

NOTICE: It is the goal of this state that each party will make reasonable good faith efforts to become self-supporting as provided for in Family Code section 4320. The failure to make reasonable good faith efforts may be one of the factors considered by the court as a basis for modifying or terminating spousal or partner support.

o. Property division is ordered as set forth in the attached

- (1) settlement agreement, stipulation for judgment, or other written agreement. Memorandum of Marital Settlement Agreement
- (2) Property Order Attachment to Judgment (form FL-345).
- (3) other (specify):

p. Other (specify):

The parties are to execute 9 originals of the marital settlement agreement. Each party shall have an original and each lawyer shall have an original. No party shall destroy the original. In the

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: 2-24-11

Maureen Hallahan
JUDICIAL OFFICER

5. Number of pages attached: 5

SIGNATURE FOLLOWS LAST ATTACHMENT
MAUREEN F. HALLAHAN

NOTICE

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

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

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

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

JAMES A. HENNENHOEFER
STATE BAR #47992

JAMES A. HENNENHOEFER
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
316 SOUTH MELROSE DRIVE, SUITE 200
VISTA, CALIFORNIA 92081-6668
(760) 941-2260

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Attorneys for Leslie A. Burcham, Petitioner

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO

In re the marriage of	)	No. D 519078
)	
Petitioner: LESLIE A. BURCHAM	)	MEMORANDUM OF MARITAL
	)	SETTLEMENT AGREEMENT
and)	
)	
Respondent: MICHAEL ROBERTSON)	
_____)	

1. This Memorandum of Marital Settlement Agreement is made and entered into at San Diego, California on the date of execution (the last dated signature of a party), by and between LESLIE A. BURCHAM, Petitioner, and MICHAEL ROBERTSON, Respondent.

2. Petitioner and Respondent have entered into a Marital Settlement Agreement (the "Agreement").

A. The purpose of the Agreement is to settle the parties' rights and obligations pertaining to:

(1) Identification and confirmation of their respective separate

IRMO: BURCHAM/ROBERTSON CAE NO. D 519078

1 separate assets and separate obligations;

2 (2) Identification and division of their community or co-owned
3 assets and community or joint obligations;

4 (3) Spousal Support; and,

5 (4) Child custody, child sharing, and child support.
6

7 B. This Agreement also sets forth the parties' understandings relating to
8 specific matters over which the Court shall retain jurisdiction.

9 3. The Agreement, together with its Exhibits, contains proprietary, confidential
10 and privileged information, the disclosure or dissemination of which would cause
11 irreparable injury to the parties or the assets awarded thereunder. The parties have
12 elected to file this Memorandum of Marital Settlement Agreement with the Court. This
13 Memorandum sets forth the provisions of the Agreement the parties desire to have
14 specifically recited in the Judgment. This Memorandum and the entire Agreement shall
15 be incorporated into the Judgment as if set forth in full, even though only this Memorandum
16 is attached to the Judgment. The parties agree that each of them shall submit to any order
17 requiring them to carry out and perform each and every provision of the Agreement. In the
18 event that it is necessary to seek an order to either enforce or modify the Agreement, the
19 Agreement shall not be filed with the Court, but either party's original or a true copy of the
20 Agreement shall be lodged with the Court for the purposes of enforcement or modification.
21
22

23 4. With regard to any Judgment that incorporates the Agreement, the parties
24 waive a statement of decision, the right to a new trial, the right to petition for a rehearing,
25 the right to appeal, and any rights under the Soldiers' and Sailors' Civil Relief Act of 1940,
26 as amended.
27

JAMES A. HENNENHOEFER
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
316 SOUTH MELROSE DRIVE, SUITE 200
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(760) 941-2260

1 5. Either party may obtain a Judgment of Legal Separation by Declaration
2 pursuant to Family Code Section 2336 or by personal appearance on the uncontested
3 default calendar before a Commission, Judge, or Judge Pro Tem without further notice to
4 the other party.

5 6. The parties acknowledge that they are fully informed of their rights
6 concerning child support, including without limitation those rights set forth in California's
7 Statewide Uniform Child Support Guidelines. The child support provisions set forth in the
8 Marital Settlement Agreement are in the best interests of the minor children. The
9 Agreement regarding child support is made freely without threat or duress. The needs of
10 the minor children will be adequately met under the Agreement. Neither party is receiving
11 public assistance at this time. The right to support has not been assigned to any county
12 and no application for public assistance is pending.

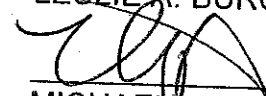
13 7. The parties have executed a Custody/Visitation Stipulation/Waiver
14 Attachment (Family Code Section 3048), which shall be filed with the Court concurrently
15 with this Judgment of Legal Separation.

16 8. All of the provisions of the Agreement are hereby made a part hereof as fully
17 and complete as if set forth in full herein.

18 DATED: 11-2-10

19 DATED: 11/2/10


LESLIE A. BURCHAM, Petitioner


MICHAEL ROBERTSON, Respondent

20 IRMO: BURCHAM/ROBERTSON

CAE NO. D 519078

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.

F I L E D

Clerk of the Superior Court

FEB 25 2011

By: S. TALBOTT, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

- X Family Court, 1555 6th Ave., San Diego, CA 92101-3294
- Madge Bradley Bldg., 1409 4th Ave., San Diego, CA 92101-3105
- North County Division, 325 S. Melrose Dr., Vista, CA 92083-6651
- East County Division, 250 E. Main St., El Cajon, CA 92020-3941
- South County Division, 500 3rd Ave., Chula Vista, CA 91910-5649

Petitioner LESLIE A. BURCHAM vs. Respondent MICHAEL ROBERTSON	Case No. D 519078 CUSTODY/VISITATION STIPULATION/WAIVER ATTACHMENT (FC 3048)
---	--

The parties declare and agree to the following:

This Court has jurisdiction over the minor child/children as California is the child/children's home state. Both parties were personally present at the execution of the attached custody/visitation agreement, both have knowledge of their right to a hearing in this matter and both waive their right to the hearing based upon the attached custody and visitation agreement. The parties agree the habitual residence of the child/children is the U.S.A.

Both parties acknowledge being advised that any violation of this order may result in civil or criminal penalties, or both.

Each party declares under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct.

DATE: 11-2-10

Leslie Burcham
Mother

DATE: 11/2/10

[Signature]
Father

Based upon the knowledge and agreement of the parties, IT IS SO ORDERED.

DATE: FEB 24 2011

Maureen F. Hallahan
JUDGE OF THE SUPERIOR COURT

MAUREEN F. HALLAHAN

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State number, and address): James A. Hennenhoefer 47992 James A. Hennenhoefer, A.P.C. 316 South Melrose Dr. - Suite 200 Vista, CA 92081 TELEPHONE NO.: 760 941-2260 FAX NO. (Optional): 760 945 1805 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Leslie A. Burcham	FOR COURT USE ONLY FILED Clerk of the Superior Court FEB 25 2011 By: S. TALBOT, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 1555 6th Avenue MAILING ADDRESS: 1555 6th Avenue CITY AND ZIP CODE: San Diego, CA 92101-3105 BRANCH NAME: Family Court	
PETITIONER: Leslie A. Burcham RESPONDENT: Michael Robertson	
DECLARATION FOR DEFAULT OR UNCONTESTED <input type="checkbox"/> DISSOLUTION <input checked="" type="checkbox"/> LEGAL SEPARATION	
CASE NUMBER: D 519078	

(NOTE: Items 1 through 16 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 *Petition* *Response* is true and correct.
4. **Default or uncontested (Check a or b.)**
 - a. The default of the respondent was entered or is being requested, and I am not seeking any relief not requested in the petition. OR
 - b. The parties have agreed that the matter may proceed as an uncontested matter without notice, and the agreement is attached or is incorporated in the attached settlement agreement or stipulated judgment.
5. **Settlement agreement (Check a or b.)**
 - a. The parties have entered into an agreement a stipulated judgment regarding their property their marriage or domestic partnership rights, including support, the original of which is or has been submitted to the court. I request that the court approve the agreement. OR
 - b. There is no agreement or stipulated judgment, and the following statements are true (check at least one, including item (2) if a community estate exists):
 - (1) There are no community or quasi-community assets or community debts to be disposed of by the court.
 - (2) The community and quasi-community assets and debts are listed on the attached 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 (Family Law)* (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.
6. **Declaration of disclosure (Check a, b, or c.)**
 - a. Both the petitioner and respondent 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 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 in the settlement agreement or proposed judgment or another, separate stipulation.
7. **Child custody** should be ordered as set forth in the proposed *Judgment (Family Law)* (form FL-180).
8. **Child visitation** should be ordered as set forth in the proposed *Judgment (Family Law)* (form FL-180).
9. **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 (name) :
 - c. Spousal support should be ordered as set forth in the proposed *Judgment (Family Law)* (form FL-180). mutual waiver
 - d. Family support should be ordered as set forth in the proposed *Judgment (Family Law)* (form FL-180).

PETITIONER: Leslie A. Burcham	CASE NUMBER: D 519078
RESPONDENT: Michael Robertson	

10. **Child support** should be ordered as set forth in the proposed *Judgment (Family Law)* (form FL-180).
11. a. I am receiving am not receiving intend to apply for public assistance for the child or children listed in the proposed order.
- b. To the best of my knowledge, the other party is is not receiving public assistance.
12. The 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.
13. If there are minor children, check and complete item a and item b or c: *This is a confidential Judgment*
- a. My gross (before taxes) monthly income is (specify): \$
- b. The estimated gross monthly income of the other party is (specify): \$
- c. I have no knowledge of the estimated monthly income of the other party for the following reasons (specify):
- d. 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):
- Continued in Attachment 13d.
14. 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 (Family Law)* (form FL-180). A declaration regarding parentage is attached.
15. **Attorney fees** should be ordered as set forth in the proposed *Judgment (Family Law)* (form FL-180) each to bear own
16. The petitioner respondent requests restoration of his or her former name as set forth in the proposed *Judgment (Family Law)* (form FL-180).
17. There are irreconcilable differences that 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.
18. 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 - Items 19 through 21

19. If this a dissolution of marriage or of a domestic partnership created in another state, the petitioner and/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.
20. I ask that the court grant the request for a judgment for dissolution of marriage or domestic partnership based upon irreconcilable differences and that the court make the orders set forth in the proposed *Judgment (Family Law)* (form FL-180) submitted with this declaration.
21. This declaration is for the termination of marital or domestic partner status only. I ask the court to reserve jurisdiction over all issues whose determination is not requested in this declaration.

THIS STATEMENT APPLIES ONLY TO LEGAL SEPARATIONS


22. I ask that the court grant the request for a judgment for legal separation based upon irreconcilable differences and that the court make the orders set forth in the proposed *Judgment (Family Law)* (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.

23. Other (specify):

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

Date: 11/2/10

LESLIE A. BURCHAM
(TYPE OR PRINT NAME)


(SIGNATURE OF DECLARANT)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, number, and address): James A. Hennenhoefer 47992 James A. Hennenhoefer, A.P.C. 316 South Melrose Dr. - Suite 200 Vista, CA 92081 TELEPHONE NO.: 760 941-2260 FAX NO. (Optional): 760 945 1805 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Leslie A. Burcham	FOR COURT USE ONLY FILED Clerk of the Superior Court FEB 18 2011 By: S. TALBOTT, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 1555 6th Avenue MAILING ADDRESS: 1555 6th Avenue CITY AND ZIP CODE: San Diego, CA 92101-3105 BRANCH NAME: Family Court	
PLAINTIFF/PETITIONER: Leslie A. Burcham DEFENDANT/RESPONDENT: Michael Robertson OTHER:	
STIPULATION AND WAIVER OF FINAL DECLARATION OF DISCLOSURE	CASE NUMBER: D 519078

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: 11/2/10

Leslie A. Burcham
 (TYPE OR PRINT NAME)

Leslie Burcham
 (SIGNATURE OF PETITIONER)

Michael Robertson
 (TYPE OR PRINT NAME)

[Signature]
 (SIGNATURE OF RESPONDENT)

THOMAS M. HUGUENOR, CFLS (SBN 52489)
LINH B. MAI, ESQ. (SBN 246314)
LAW OFFICES OF THOMAS M. HUGUENOR
4225 EXECUTIVE SQUARE, SUITE 270
LA JOLLA, CALIFORNIA 92037
TELEPHONE (858) 458-9500

F I L E D
Clerk of the Superior Court

FEB 16 2011

v M. Alcantar

Attorney for Michael Robertson

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

In re the Marriage of:) CASE NO. D519078
)
LESLIE A. BURCHAM,) [PROPOSED] ORDER GRANTING
Petitioner) EX PARTE APPLICATION TO
&) WALK JUDGMENT THROUGH AND
) FOR NUNC PRO TUNC ENTRY OF
MICHAEL ROBERTSON,) JUDGMENT
Respondent.)
DEPT: F-3

The court has reviewed the ex parte pleadings submitted by Respondent's attorney and has given the parties an opportunity to be heard at the hearing on the Ex Parte Application on February 16, 2011. The court finds good cause to make the following orders:

1. The court ^{will} accept ~~a~~ a walk-through of the judgment packet ~~when~~ submitted by the parties.

2. The court ^{will} grant a nunc pro tunc entry of the judgment to ~~June 10, 2010~~. ~~date~~ ^{date} The final DAD were waived but not before expiration of the statute of limitations period

Dated: _____
Judge of the Superior Court

Law Office of
Thomas M. Huguenor
4225 Executive Square, Suite 270
La Jolla, California 92037
Telephone (858) 458-9500

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1 THOMAS M. HUGUENOR, CFLS (SBN 52489)
2 LINH B. MAI, ESQ. (SBN 246314)
3 LAW OFFICES OF THOMAS M. HUGUENOR
4 4225 EXECUTIVE SQUARE, SUITE 270
5 LA JOLLA, CALIFORNIA 92037
6 TELEPHONE (858) 458-9500

FILED
Clerk of the Superior Court
FEB 16 2011
y M. Alcantar

7 Attorney for Michael Robertson

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO**

10
11 In re the Marriage of:) CASE NO. D519078
12)
13 **LESLIE A. BURCHAM,**) **DECLARATION OF THOMAS M.**
14) **HUGUENOR RE NOTICE OF**
15) **EX PARTE APPLICATION**
16)
17 **MICHAEL ROBERTSON,**) **DATE: FEBRUARY 16, 2011**
18) **TIME: 1:30 P.M.**
19) **DEPT: F-3**
20)
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I, Thomas M. Huguenor, declare as follows:

1. I am an attorney licensed to practice before all of the courts in the State of California, and the founding member of the Law Offices of Thomas M. Huguenor, attorney of record for Respondent Michael Robertson.
2. I have full knowledge of the facts stated herein and I am competent to testify to these facts if called as a witness to do so.
3. On February 9, 2011, I telephoned the Law Offices of James Hennenhoefer, Attorney of Record for Petitioner

Law Office of
Thomas M. Huguenor
4225 Executive Square, Suite 270
La Jolla, California 92037
Telephone (858) 458-9500

Law Office of
Thomas M. Huguenor
4225 Executive Square, Suite 270
La Jolla, California 92037
Telephone (858) 458-9500

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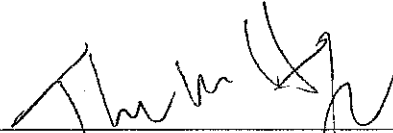
Leslie A. Burcham in the above-referenced action. I spoke to Mr. Hennenhoefer and informed him that I would be making an Ex Parte Application to walk the Judgment packet in this action through and to request a Nunc Pro Tunc Entry of Judgment to June 10, 2010.

4. I informed Mr. Hennenhoefer that the Ex Parte Application would be made on February 16, 2011, at 1:30 p.m. in Dept. F-3 of the Superior Court located at 1555 Sixth Avenue, in San Diego, CA 92101.

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

Dated:

1/16/11



Thomas M. Huguenor, CFLS
Attorney for Respondent

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THOMAS M. HUGUENOR, CFLS (SBN 52489)
LINH B. MAI, ESQ. (SBN 246314)
LAW OFFICES OF THOMAS M. HUGUENOR
4225 EXECUTIVE SQUARE, SUITE 270
LA JOLLA, CALIFORNIA 92037
TELEPHONE (858) 458-9500

FILED
Clerk of the Superior Court
FEB 16 2011
v M. Alcantar

Attorney for Michael Robertson

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

Law Office of
Thomas M. Huguenor
4225 Executive Square, Suite 270
La Jolla, California 92037
Telephone (858) 458-9500

In re the Marriage of:) CASE NO. D519078
)
LESLIE A. BURCHAM,) **DECLARATION OF THOMAS M.**
) **HUGUENOR IN SUPPORT OF**
) **EX PARTE APPLICATION**
&)
)
MICHAEL ROBERTSON,) **DATE: FEBRUARY 16, 2011**
) **TIME: 1:30 P.M.**
) **DEPT: F-3**

I, Thomas M. Huguenor, declare as follows:

Summary of Case

1. Petitioner and Respondent were married in 1995. They separated in 2009. This 14 year marriage has been devastated by high stress according to Petitioner's filing for Legal Separation pursuant to "irreconcilable differences."
2. Wikipedia reports that Respondent is the "founder and former CEO of MP3.com, which quickly became one of the most popular Internet music sites. In the years following

Law Office of
Thomas M. Huguenor
4225 Executive Square, Suite 270
La Jolla, California 92037
Telephone (858) 458-9500

1 his departure from MP3.com, Respondent launched several
2 small start-up companies, including Linspire, SIPphone,
3 MP3Tunes and Ajax 13." Wikipedia further describes that a
4 "firestorm of lawsuits" have followed Respondent's
5 innovative and successful business ventures.

6 3. Following Petitioner's filing, the parties prepared for a
7 full day of extensive negotiations at JAMS before a
8 private judge. This long and strenuous effort resulted in
9 an agreement. Petitioner's attorney has diligently set
10 about preparing the Marital Settlement Agreement and
11 supplements to the Marital Settlement Agreement in an
12 effort to protect and describe the resolution of the
13 case.

14 4. Both parties request that the judgment be entered nunc
15 pro tunc to June 10, 2010, six months after the filing of
16 Respondent's Response. The parties have reportedly lived
17 separate and apart and both desire the judgment to
18 confirm this status.

19 **Emergency Circumstances**

20 5. The law favors resolution of cases. The parties have
21 worked diligently toward a resolution in a case involving
22 complex issues of income and valuation.

23 6. Petitioner bargained for peace of mind in freeing herself
24 from the high stress work of Respondent and the
25 resolution depends upon an immediate entry of judgment
26 with entry backdated to the earliest lawful date.

27 **Request**

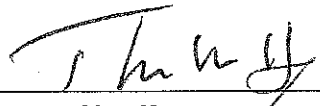
28 7. Both parties request the granting of judgment of legal

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separation as of June 10, 2010.

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

Dated: 1/16/11



Thomas M. Huguenor, CFLS
Attorney for Respondent

Law Office of
Thomas M. Huguenor
4225 Executive Square, Suite 270
La Jolla, California 92037
Telephone (858) 458-9500

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

**FAMILY DIVISION
1555 Sixth Avenue
San Diego, CA 92101
619-450-7846**

FILE COPY:

2 NOTICES PREPARED

TO:

JAMES A. HENNENHOEFER
316 S. MELROSE DR. STE.200
VISTA, CA 92081

THOMAS M. HUGUENOR
CLS-F, LAW OFFICE OF THOMAS M. HUGUENOR
4225 EXECUTIVE SQUARE, SUITE #270
SAN DIEGO, CA 92037

LESLIE A. BURCHAM

Petitioner

vs.

MICHAEL ROBERTSON

Respondent

CASE NO: D519078 MFH

NOTICE OF HEARING

Notice is given that the above-entitled case has been set for the reason listed below and at the location shown above.
ALL INQUIRIES REGARDING THIS NOTICE SHOULD BE REFERRED TO THE COURT AND PHONE NUMBER LISTED ABOVE.

<u>TYPE OF HEARING</u>	<u>DATE</u>	<u>TIME</u>	<u>DEPT</u>
Case Management Conference	02/28/11	08:30AM	F3
	Judge MAUREEN F. HALLAHAN		

JAMES A. HENNENHOEFER (P)
THOMAS M. HUGUENOR (R)

I certify that I am not a party to the above-entitled case; On the date shown below, I placed a true copy of the NOTICE OF HEARING in separate envelopes, addressed to each addressee shown above; each envelope was then sealed and, with postage thereon fully prepaid, deposited in the United States Postal Service at:
San Diego, California.

DATED: 01/31/11

BY: CLERK OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

**FAMILY DIVISION
1555 Sixth Avenue
San Diego, CA 92101
619-450-7846**

FILE COPY:

2 NOTICES PREPARED

TO:

JAMES A. HENNENHOEFER
316 S. MELROSE DR. STE.200
VISTA, CA 92081

THOMAS M. HUGUENOR
CLS-F, LAW OFFICE OF THOMAS M. HUGUENOR
4225 EXECUTIVE SQUARE, SUITE #270
SAN DIEGO, CA 92037

LESLIE A. BURCHAM

Petitioner

vs.

MICHAEL ROBERTSON

Respondent

CASE NO: D519078 MFH

NOTICE TO APPEAR

Notice is given that the above-entitled case has been set for the reason listed below and at the location shown above.
ALL INQUIRIES REGARDING THIS NOTICE SHOULD BE REFERRED TO THE COURT AND PHONE NUMBER LISTED ABOVE.

TYPE OF HEARING

DATE

TIME

DEPT

Case Management Conference

01/31/11

08:30AM

F3

Judge MAUREEN F. HALLAHAN

JAMES A. HENNENHOEFER (P)
THOMAS M. HUGUENOR (R)

You are hereby notified that if you fail to appear at this hearing, the court will likely determine your case has been abandoned and will dismiss it without further notice to you.

I certify that: I am not a party to the above-entitled case; On the date shown below, I placed a true copy of the NOTICE OF HEARING in separate envelopes, addressed to each addressee shown above; each envelope was then sealed and, with postage thereon fully prepaid, deposited in the United States Postal Service at: **San Diego, California.**

DATED: 01/10/11

BY: CLERK OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

FAMILY DIVISION
1555 Sixth Avenue
San Diego, CA 92101
619-450-7846

FILE COPY:

2 NOTICES PREPARED

TO:

JAMES A. HENNENHOEFER
316 S. MELROSE DR. STE.200
VISTA, CA 92081

THOMAS M. HUGUENOR
CLS-F, LAW OFFICE OF THOMAS M. HUGUENOR
4225 EXECUTIVE SQUARE, SUITE #270
SAN DIEGO, CA 92037

LESLIE A. BURCHAM

Petitioner

vs.

MICHAEL ROBERTSON

Respondent

CASE NO: D519078 PZG

NOTICE OF HEARING

Notice is given that the above-entitled case has been set for the reason listed below and at the location shown above.
ALL INQUIRIES REGARDING THIS NOTICE SHOULD BE REFERRED TO THE COURT AND PHONE NUMBER LISTED ABOVE.

TYPE OF HEARING

DATE

TIME

DEPT

Case Management Conference

01/31/11

08:30AM

F3

Judge PATRICIA GARCIA

JAMES A. HENNENHOEFER (P)
THOMAS M. HUGUENOR (R)

I certify that I am not a party to the above-entitled case; On the date shown below, I placed a true copy of the NOTICE OF HEARING in separate envelopes, addressed to each addressee shown above; each envelope was then sealed and, with postage thereon fully prepaid, deposited in the United States Postal Service at: **San Diego, California.**

DATED: 10/26/10

BY: CLERK OF THE SUPERIOR COURT

10/25 1:45 PM FL-335

ATTORNEY OR PARTY WITHOUT ATTORNEY OR GOVERNMENTAL AGENCY (under Family Code, §§ 17400, 17406) (Name, state bar number, and address): THOMAS M. HUGUENOR, CFLS (SBN 52489) LINH B. MAI, ESQ. (SBN 246314) LAW OFFICE OF THOMAS HUGUENOR 4225 EXECUTIVE SQUARE, SUITE 270 LA JOLLA, CA 92037 TELEPHONE NO.: 858-458-9500 FAX NO.: 858-630-2341 ATTORNEY FOR (Name): MICHAEL ROBERTSON	FOR COURT USE ONLY FILED 2010 JUN 23 P 4:17 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 1555 SIXTH AVENUE MAILING ADDRESS: SAME AS ABOVE CITY AND ZIP CODE: SAN DIEGO, CA 92101 BRANCH NAME: FAMILY LAW DIVISION	
PETITIONER/PLAINTIFF: LESLIE A. BURCHAM RESPONDENT/DEFENDANT: MICHAEL ROBERTSON OTHER PARENT:	
PROOF OF SERVICE BY MAIL	CASE NUMBER: D519078

NOTICE: To serve temporary restraining orders you must use personal service (see form FL-330).

- I am at least 18 years of age, not a party to this action, and I am a resident of or employed in the county where the mailing took place.
- My residence or business address is: LAW OFFICE OF THOMAS HUGUENOR
4225 EXECUTIVE SQUARE, SUITE 270
LA JOLLA, CA 92037
- I served a copy of the following documents (specify):
 - MICHAEL ROBERTSON'S JAMS SETTLEMENT CONFERENCE BRIEF.

by enclosing them in an envelope AND

- depositing the sealed envelope with the United States Postal Service with the postage fully prepaid.
- placing the envelope for collection and mailing on the date and at the place shown in item 4 following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

- The envelope was addressed and mailed as follows:
 - Name of person served: MS. LESLIE BURCHAM (C/O MR. JAMES HENNENHOEFER, ESQ.)
 - Address: 316 SOUTH MELROSE DRIVE, SUITE 200
VISTA, CA 92081
 - Date mailed: 6/21/10
 - Place of mailing (city and state): LA JOLLA, CA

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

Date: JUNE 21, 2010

JOY SALMON

(TYPE OR PRINT NAME)

(SIGNATURE OF PERSON COMPLETING THIS FORM)

INFORMATION SHEET FOR PROOF OF SERVICE BY MAIL

Use these instructions to complete the *Proof of Service by Mail* (form FL-335).

A person at least 18 years of age or older must serve the documents. There are two ways to serve documents: (1) personal delivery and (2) by mail. See the *Proof of Personal Service* (form FL-330) if the documents are being personally served. The person who serves the documents must complete a proof of service form for the documents being served.

You cannot serve documents if you are a party to the action.

INSTRUCTIONS FOR THE PERSON WHO SERVES THE DOCUMENTS (TYPE OR PRINT IN BLACK INK)

You must complete a proof of service for each package of documents you serve. For example, if you serve the Respondent and the Other Parent, you must complete two proofs of service, one for the Respondent and one for the Other Parent.

Complete the top section of the proof of service forms as follows:

First box, left side: In this box print the name, address, and phone number of the person for whom you are serving the documents.

Second box, left side: Print the name of the county in which the legal action is filed and the court's address in this box. Use the same address for the court that is on the documents you are serving.

Third box, left side: Print the names of the Petitioner/Plaintiff, Respondent/Defendant, and Other Parent in this box. Use the same names listed on the documents you are serving.

First box, top of form, right side: Leave this box blank for the court's use.

Second box, right side: Print the case number in this box. This number is also stated on the documents you are serving.

You cannot serve a temporary restraining order by mail. You must serve those documents by personal service.

1. You are stating that you are at least 18 years old and that you are not a party to this action. You are also stating that you either live in or are employed in the county where the mailing took place.
2. Print your home or business address.
3. List the name of each document that you mailed (the exact names are listed on the bottoms of the forms).
 - a. Check this box if you put the documents in the regular U.S. mail.
 - b. Check this box if you put the documents in the mail at your place of employment.
4.
 - a. Print the name you put on the envelope containing the documents.
 - b. Print the address you put on the envelope containing the documents.
 - c. Write in the date that you put the envelope containing the documents in the mail.
 - d. Write in the city and state you were in when you mailed the envelope containing the documents.
5. You are stating under penalty of perjury that the information you have provided is true and correct.

Print your name, fill in the date, and sign the form.

If you need additional assistance with this form, contact the Family Law Facilitator in your county.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY F I L E D Clerk of the Superior Court FEB 18 2010 By: S. TALBOTT, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO <input type="checkbox"/> CENTRAL DIVISION, HALL OF JUSTICE, 330 W. BROADWAY, SAN DIEGO, CA 92101 <input checked="" type="checkbox"/> CENTRAL DIVISION, FAMILY COURT, 1555 6TH AVE., SAN DIEGO, CA 92101 <input type="checkbox"/> CENTRAL DIVISION, MADGE BRADLEY, 1409 4TH AVE., SAN DIEGO, CA 92101 <input type="checkbox"/> EAST COUNTY DIVISION, 250 E. MAIN ST., EL CAJON, CA 92020 <input type="checkbox"/> EAST COUNTY DIVISION, RAMONA, 1428 MONTECITO RD., RAMONA, CA 92065 <input type="checkbox"/> NORTH COUNTY DIVISION, 325 S. MELROSE DR., VISTA, CA 92081 <input type="checkbox"/> SOUTH COUNTY DIVISION, 500 3RD AVE., CHULA VISTA, CA 91910	
PLAINTIFF(S)/PETITIONER(S) IN THE MATTER OF <i>Burchon</i>	
DEFENDANT(S)/RESPONDENT(S) <i>Robertson</i>	
REMITTANCE OF STATUTORY FEES	CASE NUMBER - PARCEL NUMBER <i>0519078</i>

Attached is cash check # 11329 tendered on behalf of:

Ptf _____

Dft _____

Other Joan Hennrichofer attorney

collected as the statutory fee for: _____

or **NO FEE** Forma Pauperis Government Agency (Gov. Code § 6103)

FMS	AMOUNT	CODE §	DESCRIPTION
<input type="checkbox"/> CX	\$550.00	Gov. Code § 70616(a)	Civil Complex Litigation Fee - Plaintiff
<input type="checkbox"/> RX	\$550.00	Gov. Code § 70616(b)	Civil Complex Litigation Fee - Response - Each Defendant - (\$10,000 cap)
<input type="checkbox"/> MF	\$40.00	Gov. Code § 70617(a)	Motions: including, request for continuance of trial, new trial, ex parte requiring notice
<input type="checkbox"/> MJ	\$200.00	Gov. Code § 70617(d)	Motion for Summary Judgment/Adjudication.
<input type="checkbox"/> FX	\$40.00	Gov. Code § 70677(a)	Motion or Order to Show Cause - Family Law
<input type="checkbox"/> MB	\$25.00	Gov. Code § 70678	Add charge on motion to modify or enforce custody and/or visitation
<input type="checkbox"/> UR	\$355.00	Gov. Code § 70612	Answer/Response/First Paper - Unlimited civil
<input type="checkbox"/> MD	\$355.00	Gov. Code § 70670(d)	Answer/Response/First Paper - Dissolution - Family Law
<input type="checkbox"/> DR	\$355.00	Gov. Code § 70670(c)	Answer/Response/First Paper - Other than Dissolution - Family Law
<input type="checkbox"/> QU	\$330.00	Gov. Code § 70614(a)	Answer - Limited Civil (demand over \$10,000 and less than \$25,000)
<input type="checkbox"/> FA	\$205.00	Gov. Code § 70614(b)	Answer - Limited Civil (demand \$10,000 or less)
<input type="checkbox"/> WE	\$25.00	Gov. Code § 70626(a)(1)	Issuance of Writ of Execution/Attachment/Possession, etc.
<input type="checkbox"/> AU	\$25.00	Gov. Code § 70626(a)(2)	Issuance of Abstract of Judgment
<input type="checkbox"/> OS	\$30.00	Gov. Code § 70626(b)(1)	Issuance of Order of Sale
<input type="checkbox"/> SI	Varies	Code Civ. Proc. § 177.5	Money Sanctions
<input type="checkbox"/> IJ	\$150.00	Code Civ. Proc. § 631(b)	Jury Fees - Initial
<input type="checkbox"/> CJ	Varies	Code Civ. Proc. § 631(c)	Jury Fees - Subsequent
<input type="checkbox"/> RN	\$140.00	Gov. Code § 70619	Reclassification Fee (Code Civ. Proc. § 403.060)
<input type="checkbox"/> CF	\$25.00	Gov. Code § 70626(a)(4)	Certification
<input type="checkbox"/> OD	\$30.00	Gov. Code § 70626(b)(5)	Issuing Commission to take deposition out of State - Fee Per Commission
<input checked="" type="checkbox"/> HO	\$20.00	Gov. Code § 70617(c)(2)	Stipulation and Order without hearing (No Fee for Stip that does not require an order)
<input type="checkbox"/> MZ	\$40.00	Gov. Code § 70657(a)	Petition to withdraw funds from blocked account
<input type="checkbox"/> VE	\$50.00	Gov. Code § 70618	Change of Venue

- NH \$20.00 Gov. Code § 70617(c)(1) Request/application/motion for/or notice of continuance of hearing or Case Management Conference
- RF Varies Gov. Code § 68086(a)(1)-(3) Court Reporter (Courtroom Clerk Use) \$730.00 Full Day
 \$365.00 Half Day
- RQ Varies Gov. Code § 69953.5 Second Reporter on a Civil Daily \$316.00 Full Day
 \$158.00 Half Day
- GF \$800.00 Prob. Code § 1513.1 Guardianship Assessment
- CG \$800.00 Prob. Code § 1851.5 Conservatorship – Initial Investigation
- CG \$400.00 Prob. Code § 1851.5 Conservatorship – Review, Temporary Conservatorship, Court-Ordered Investigation
- Other _____

Clerk's Name: S. TALBOTT Department: _____

Complete this form for each filing fee received. Paper clip the payment to the form and route to the cashier. **DO NOT USE STAPLES.** The cashier will endorse the fee on the form and forward it to the business office to be placed in the case file. The form must also be completed for filings which require a fee, but for which the party is exempt or has a fee waiver.

FIRST APPEARANCE FEE FOR MULTIPLE PARTIES

<u>(UNLIMITED CIVIL)</u>		<u>(LIMITED CIVIL – OVER \$10,000)</u>	<u>(LIMITED CIVIL – \$10,000 OR LESS)</u>
1) \$355.00	11) \$3,905.00	1) \$330.00	1) \$205.00
2) \$710.00	12) \$4,260.00	2) \$660.00	2) \$410.00
3) \$1,065.00	13) \$4,615.00	3) \$990.00	3) \$615.00
4) \$1,420.00	14) \$4,970.00	4) \$1,320.00	4) \$820.00
5) \$1,775.00	15) \$5,325.00	5) \$1,650.00	5) \$1,025.00
6) \$2,130.00	16) \$5,680.00	6) \$1,980.00	6) \$1,230.00
7) \$2,485.00	17) \$6,035.00	7) \$2,310.00	7) \$1,435.00
8) \$2,840.00	18) \$6,390.00	8) \$2,640.00	8) \$1,640.00
9) \$3,195.00	19) \$6,745.00	9) \$2,970.00	9) \$1,845.00
10) \$3,550.00	20) \$7,100.00	10) \$3,300.00	10) \$2,050.00

CHECK ACCEPTANCE POLICY:

For the court's check acceptance policy refer to the governance document *Acceptable Forms of Payment* (1.D.1).

ATTORNEY OR PARTY WITHOUT ATTORNEY OR GOVERNMENT AGENCY (under Family Code, §§ 17400, 17406)
James A. Hennenhoefer 47992
James A. Hennenhoefer, A.P.C.
316 South Melrose Dr. - Suite 200
Vista, CA 92081
TELEPHONE NO.: 760 941-2260 FAX NO.: 760 945 1805
ATTORNEY FOR (Name): Leslie A. Burcham

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
STREET ADDRESS: 1409 4th Avenue
MAILING ADDRESS: 1409 4th Avenue
CITY AND ZIP CODE: San Diego, CA 92101-3105
BRANCH NAME: Central-Madge Bradley Building

PETITIONER/PLAINTIFF: Leslie A. Burcham
RESPONDENT/DEFENDANT: Michael Robertson
OTHER PARENT:

2010 APR 23 P 4:49
D 519078

PROOF OF SERVICE BY MAIL

CASE NUMBER:
D 519078

NOTICE: To serve temporary restraining orders you must use personal service (see form FL-330).

- I am at least 18 years of age, not a party to this action, and I am a resident of or employed in the county where the mailing took place.
- My residence or business address is:
316 South Melrose Dr., Suite 200, Vista, CA 92081
- I served a copy of the following documents (*specify*):
Notice of Fiduciary Duty, Remedies for the Breach of The Fiduciary Duty, Definition of Perjury and Request for Compliance with Fiduciary Duty Statutes.

by enclosing them in an envelope AND


- depositing the sealed envelope with the United States Postal Service with the postage fully prepaid.
- placing the envelope for collection and mailing on the date and at the place shown in item 4 following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

- The envelope was addressed and mailed as follows:
 - Name of person served: Thomas M. Huguenor, Esq.
 - Address: 4225 Executive Square, Suite 270
La Jolla, CA 92037
 - Date mailed: April 22, 2010
 - Place of mailing (*city and state*): Vista, CA

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

Date: 4/22/2010

Claudia Vess
(TYPE OR PRINT NAME)


(SIGNATURE OF PERSON COMPLETING THIS FORM)

10/25/16 1:40 F3

JAMES A. HENNENHOEFER.
STATE BAR #47992

(SPACE BELOW FOR FILING STAMP ONLY)

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JAMES A. HENNENHOEFER
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
316 SOUTH MELROSE DRIVE, SUITE 200
VISTA, CALIFORNIA 92081-6668
(760) 941-2260

(8)

Attorneys for Leslie A. Burcham

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO

In re the marriage of	)	No. D 519078
)	
Petitioner: LESLIE A. BURCHAM	)	NOTICE OF FIDUCIARY DUTY,
	)	REMEDIES FOR THE BREACH OF
and	)	THE FIDUCIARY DUTY, DEFINITION
	)	OF PERJURY AND REQUEST FOR
Respondent: MICHAEL ROBERTSON	)	COMPLIANCE WITH FIDUCIARY
_____	)	DUTY STATUTES

TO: Respondent, MICHAEL ROBERTSON, and to his attorney of record, THOMAS M. HUGUENOR:

NOTICE IS HEREBY GIVEN THAT Petitioner, LESLIE A. BURCHAM, requests that Respondent, MICHAEL ROBERTSON, honor any and all of his fiduciary duties set forth in the Family Code and Corporations Code, **including but not limited to**, the following code sections:

Family Code §721:

- (a) Subject to subdivision (b), either husband or wife may enter into any transaction with the other, or with any other person, respecting property, which either might if unmarried.
- (b) Except as provided in Sections 143, 144, 146, 16040, and 16047 of the Probate Code, in transactions between themselves, **a husband and wife are subject to the general rules governing fiduciary relationships which control the actions of persons**

1 occupying confidential relations with each other. This confidential relationship
2 imposes a duty of the highest good faith and fair dealing on each spouse, and
3 neither shall take any unfair advantage of the other. This confidential relationship is a
4 fiduciary relationship subject to the same rights and duties of nonmarital business partners,
as provided in Sections 16403, 16404, and 16503 of the Corporations Code, including, but
not limited to, the following:

5 (1) Providing each spouse access at all times to any books kept regarding a
6 transaction for the purposes of inspection and copying.

7 (2) Rendering upon request, true and full information of all things affecting any
8 transaction which concerns the community property. Nothing in this section is
9 intended to impose a duty for either spouse to keep detailed books and records of
community property transactions.

10 (3) Accounting to the spouse, and holding as a trustee, any benefit or profit derived
11 from any transaction by one spouse without the consent of the other spouse which
concerns the community property. (Am Stats 2002, C310) Emphasis added.

12 [NOTE: Section 2 of Chapter 310 reads as follows: "It is the intent of the Legislature in
13 enacting this act to clarify that Section 721 of the Family Code provides that the fiduciary
14 relationship between spouses includes all of the same rights and duties in the
15 management of community property as the rights and duties of unmarried business
16 partners managing partnership property, as provided in Sections 16403, 16404, and 16503
of the Corporations Code, and to abrogate the ruling in In re Marriage of Duffy (2001) 91
Cal.App.4th 923, to the extent that it is in conflict with this clarification."]

17 **Corporations Code §16403 (incorporated by reference by FC §721):**

18 (a) A partnership shall keep its books and records, if any, at its chief executive office.

19 (b) A partnership shall provide partners and their agents and attorneys access to its books
20 and records. It shall provide former partners and their agents and attorneys access to
21 books and records pertaining to the period during which they were partners. The right of
22 access provides the opportunity to inspect and copy books and records during ordinary
business hours. A partnership may impose a reasonable charge, covering the costs of
labor and material, for copies of documents furnished.

23 (c) Each partner and the partnership shall furnish to a partner, and to the legal
24 representative of a deceased partner or partner under legal disability, both of the following:

25 (1) **Without demand**, any information concerning the partnership's business and
26 affairs **reasonably required for the proper exercise of the partner's rights and
duties under the partnership agreement or this chapter**; and

27 (2) **On demand**, **any other information concerning the partnership's business
and affairs**, except to the extent the demand or the information demanded is
28

1 unreasonable or otherwise improper under the circumstances. Emphasis added.

2 **Corporations Code §16404 (incorporated by reference by FC §721):**

3 (a) The fiduciary duties a partner owes to the partnership and the other partners are the
4 **duty of loyalty and the duty of care** set forth in subdivisions (b) and (c).

5 (b) **A partner's duty of loyalty** to the partnership and the other partners includes all of the
6 following:

7 (1) **To account to the partnership and hold as trustee** for it any property, profit,
8 or benefit derived by the partner in the conduct and winding up of the partnership
9 **including the appropriation of a partnership opportunity.**

10 (2) To refrain from dealing with the partnership in the conduct or winding up of the
11 partnership business as or on behalf of a party **having an interest adverse to the**
12 **partnership.**

13 (3) **To refrain from competing with the partnership in the conduct of the**
14 **partnership business before the dissolution of the partnership.**

15 (c) **A partner's duty of care** to the partnership and the other partners in the conduct and
16 winding up of the partnership business is limited to **refraining from engaging in grossly**
17 **negligent or reckless conduct, intentional misconduct, or a knowing violation of law.**

18 (d) **A partner shall discharge the duties to the partnership** and the other partners under
19 this chapter or under the partnership agreement and exercise any rights **consistently with**
20 **the obligation of good faith and fair dealing.**

21 (e) A partner does not violate a duty or obligation under this chapter or under the
22 partnership agreement merely because the partner's conduct furthers the partner's own
23 interest.

24 (f) A partner may lend money to and transact other business with the partnership, and as
25 to each loan or transaction, the rights and obligations of the partner regarding performance
26 or enforcement are the same as those of a person who is not a partner, subject to other
27 applicable law.

28 (g) This section applies to a person winding up the partnership business as the personal
or legal representative of the last surviving partner as if the person were a partner.
Emphasis added.

Corporations Code §16503 (incorporated by reference by FC §721):

(a) A transfer, in whole or in part, of a partner's transferable interest in the partnership is
permissible. However, a transfer does not do either of the following:

1 (1) By itself cause the partner's dissociation or a dissolution and winding up of the
2 partnership business.

3 (2) As against the other partners or the partnership, entitle the transferee, during
4 the continuance of the partnership, to participate in the management or conduct
5 of the partnership business, to require access to information concerning
6 partnership transactions, or to inspect or copy the partnership books or records.

7 (b) A transferee of a partner's transferable interest in the partnership has a right to all of
8 the following:

9 (1) To receive, in accordance with the transfer, distributions to which the transferor
10 would otherwise be entitled.

11 (2) To receive upon the dissolution and winding up of the partnership business, in
12 accordance with the transfer, the net amount otherwise distributable to the
13 transferor.

14 (3) To seek under paragraph (6) of Section 16801 a judicial determination that it
15 is equitable to wind up the partnership business.

16 (c) In a dissolution and winding up, a transferee is entitled to an account of partnership
17 transactions only from the date of the latest account agreed to by all of the partners.

18 (d) Upon transfer, the transferor retains the rights and duties of a partner other than the
19 interest in distributions transferred.

20 (e) A partnership need not give effect to a transferee's rights under this section until it has
21 notice of the transfer.

22 (f) A transfer of a partner's transferable interest in the partnership in violation of a
23 restriction on transfer contained in the partnership agreement is ineffective as to a person
24 having notice of the restriction at the time of transfer.

25 **Family Code §1100:**

26 (a) Except as provided in subdivisions (b), (c), and (d) and Sections 761 and 1103, either
27 spouse has the management and control of the community personal property, whether
28 acquired prior to or on or after January 1, 1975, with like absolute power of disposition,
other than testamentary, as the spouse has of the separate estate of the spouse.

(b) **A spouse may not make a gift of community personal property, or dispose of
community personal property for less than fair and reasonable value, without the
written consent of the other spouse.** This subdivision does not apply to gifts mutually
given by both spouses to third parties and to gifts given by one spouse to the other
spouse.

1 (c) A spouse may not sell, convey, or encumber community personal property used as the
2 family dwelling, or the furniture, furnishings, or fittings of the home, or the clothing or
3 wearing apparel of the other spouse or minor children which is community personal
property, without the written consent of the other spouse.

4 (d) Except as provided in subdivisions (b) and (c), and in Section 1102, a spouse who is
5 operating or managing a business or an interest in a business that is all or substantially
6 all community personal property has the primary management and control of the business
7 or interest. "Primary management and control" means that the managing spouse may act
8 alone in all transactions but shall give prior written notice to the other spouse of any sale,
9 lease, exchange, encumbrance, or other disposition of all or substantially all of the
personal property used in the operation of the business (including personal property used
for agricultural purposes), whether or not title to that property is held in the name of only
one spouse. Written notice is not, however, required when prohibited by the law otherwise
applicable to the transaction.

10 Remedies for the failure by a managing spouse to give prior written notice as required by
11 this subdivision are only as specified in Section 1101. A failure to give prior written notice
shall not adversely affect the validity of a transaction nor of any interest transferred.

12 (e) **Each spouse shall act with respect to the other spouse in the management and**
13 **control of the community assets and liabilities in accordance with the general rules**
14 **governing fiduciary relationships which control the actions of persons having**
15 **relationships of personal confidence as specified in Section 721, until such time as**
16 **the assets and liabilities have been divided by the parties or by a court. This duty includes**
17 **the obligation to make full disclosure to the other spouse of all material facts and**
18 **information regarding the existence, characterization, and valuation of all assets in**
19 **which the community has or may have an interest and debts for which the**
20 **community is or may be liable, and to provide equal access to all information, records,**
21 **and books that pertain to the value and character of those assets and debts, upon**
22 **request.** Emphasis added.

23 **Family Code §1101:**

24 (a) A spouse has a claim against the other spouse for any breach of the fiduciary duty that
25 results in impairment to the claimant spouse's present undivided one-half interest in the
26 community estate, including, but not limited to, a single transaction or a pattern or series
of transactions, which transaction or transactions have caused or will cause a detrimental
impact to the claimant spouse's undivided one-half interest in the community estate.

27 (b) A court may order an accounting of the property and obligations of the parties to a
28 marriage and may determine the rights of ownership in, the beneficial enjoyment of, or
access to, community property, and the classification of all property of the parties to a
marriage.

(c) A court may order that the name of a spouse shall be added to community property
held in the name of the other spouse alone or that the title of community property held in

1 some other title form shall be reformed to reflect its community character, except with
2 respect to any of the following:

3 (1) A partnership interest held by the other spouse as a general partner.

4 (2) An interest in a professional corporation or professional association.

5 (3) An asset of an unincorporated business if the other spouse is the only spouse
6 involved in operating and managing the business.

7 (4) Any other property, if the revision would adversely affect the rights of a third
8 person.

9 (d) (1) Except as provided in paragraph (2), any action under subdivision (a) shall be
10 commenced within three years of the date a petitioning spouse had actual
11 knowledge that the transaction or event for which the remedy is being sought
12 occurred.

13 (2) An action may be commenced under this section upon the death of a spouse
14 or in conjunction with an action for legal separation, dissolution of marriage, or
15 nullity without regard to the time limitations set forth in paragraph (1).

16 (3) The defense of laches may be raised in any action brought under this section.

17 (4) Except as to actions authorized by paragraph (2), remedies under subdivision
18 (a) apply only to transactions or events occurring on or after July 1, 1987.

19 (e) In any transaction affecting community property in which the consent of both spouses
20 is required, the court may, upon the motion of a spouse, dispense with the requirement
21 of the other spouse's consent if both of the following requirements are met:

22 (1) The proposed transaction is in the best interest of the community.

23 (2) Consent has been arbitrarily refused or cannot be obtained due to the physical
24 incapacity, mental incapacity, or prolonged absence of the nonconsenting spouse.

25 (f) Any action may be brought under this section without filing an action for dissolution of
26 marriage, legal separation, or nullity, or may be brought in conjunction with the action or
27 upon the death of a spouse.

28 **(g) Remedies for breach of the fiduciary duty by one spouse, including those set out
in Sections 721 and 1100, shall include, but not be limited to, an award to the other
spouse of 50 percent, or an amount equal to 50 percent, of any asset undisclosed
or transferred in breach of the fiduciary duty plus attorney's fees and court costs.**

**The value of the asset shall be determined to be its highest value at the date of the
breach of the fiduciary duty, the date of the sale or disposition of the asset, or the**

1 date of the award by the court.

2 (h) Remedies for the breach of the fiduciary duty by one spouse, as set forth in
3 Sections 721 and 1100, when the breach falls within the ambit of Section 3294 of the
4 Civil Code shall include, but not be limited to, an award to the other spouse of 100
5 percent, or an amount equal to 100 percent, of any asset undisclosed or transferred
6 in breach of the fiduciary duty. (Am Stats 2001, C703)

7 [NOTE: Section 8 of AB583 (Chapter 703) states: "This act shall apply to any judgment
8 that becomes final on or after January 1, 2002."] Emphasis added.

9 **Family Code §2100:**

10 The Legislature finds and declares the following:

11 (a) It is the policy of the State of California (1) to marshal, preserve, and protect
12 community and quasi-community assets and liabilities that exist at the date of separation
13 so as to avoid dissipation of the community estate before distribution, (2) to ensure fair
14 and sufficient child and spousal support awards, and (3) to achieve a division of
15 community and quasi-community assets and liabilities on the dissolution or nullity of
16 marriage or legal separation of the parties as provided under California law.

17 (b) Sound public policy further favors the reduction of the adversarial nature of
18 marital dissolution and the attendant costs by fostering full disclosure and
19 cooperative discovery.

20 (c) In order to promote this public policy, a full and accurate disclosure of all assets
21 and liabilities in which one or both parties have or may have an interest must be
22 made in the early stages of a proceeding for dissolution of marriage or legal separation
23 of the parties, regardless of the characterization as community or separate, together
24 with a disclosure of all income and expenses of the parties. Moreover, each party
25 has a continuing duty to immediately, fully, and accurately update and augment that
26 disclosure to the extent there have been any material changes so that at the time
27 the parties enter into an agreement for the resolution of any of these issues, or at
28 the time of trial on these issues, each party will have a full and complete knowledge
of the relevant underlying facts. (Am Stats 2001, C703)

[NOTE: Section 8 of AB583 (Chapter 703) states: "This act shall apply to any judgment
that becomes final on or after January 1, 2002."] Emphasis added.

Family Code §2101:

Unless the provision or context otherwise requires, the following definitions apply to this
chapter:

(a) "Asset" includes, but is not limited to, any real or personal property of any nature,

1 whether tangible or intangible, and whether currently existing or contingent.

2 (b) "Default judgment" does not include a stipulated judgment or any judgment pursuant
3 to a marital settlement agreement.

4 (c) **"Earnings and accumulations" includes** income from whatever source derived, as
5 provided in Section 4058. **[NOTE: §4058 IS SET FORTH BELOW]**

6 (d) **"Expenses" includes**, but is not limited to, all personal living expenses, but does not
7 include business-related expenses.

8 (e) **"Income and expense declaration" includes** the Income and Expense Declaration
9 forms approved for use by the Judicial Council, and any other financial statement that is
10 approved for use by the Judicial Council in lieu of the Income and Expense Declaration,
11 if the financial statement form satisfies all other applicable criteria.

12 (f) **"Liability" includes**, but is not limited to, any debt or obligation, **whether currently**
13 **existing or contingent.** (Am Stats 1998, C581) Emphasis added.

14 **[NOTE THAT Family Code §4058, referenced above provides:**

15 (a) The annual gross income of each parent means **income from whatever source**
16 **derived, except as specified in subdivision (c) and includes, but is not limited to, the**
17 **following:**

18 (1) Income such as commissions, salaries, royalties, wages,
19 bonuses, rents, dividends, pensions, interest, trust income, annuities,
20 workers' compensation benefits, unemployment insurance benefits,
21 disability insurance benefits, social security benefits, and spousal
22 support actually received from a person not a party to the proceeding
23 to establish a child support order under this article.

24 (2) Income from the proprietorship of a business, such as gross
25 receipts from the business reduced by expenditures required for the
26 operation of the business.

27 (3) In the discretion of the court, employee benefits or self-
28 employment benefits, taking into consideration the benefit to the
employee, any corresponding reduction in living expenses, and other
relevant facts.

(b) The court may, in its discretion, consider the earning capacity of a parent in lieu of the
parent's income, consistent with the best interests of the children.

(c) Annual gross income does not include any income derived from child support
payments actually received, and income derived from any public assistance program,

1 eligibility for which is based on a determination of need. Child support received by a party
2 for children from another relationship shall not be included as part of that party's gross or
3 net income. © & Ad Stats 1993, C 219) Emphasis added.]

4 **Family Code §2102:**

5 (a) **From the date of separation to the date of the distribution** of the community or
6 quasi-community asset or liability in question, each party is subject to the standards
7 provided in Section 721, **as to all activities that affect the assets and liabilities of the**
8 **other party, including, but not limited to,** the following activities:

9 (1) The accurate and complete **disclosure of all assets and liabilities** in which
10 the party **has or may have an interest or obligation** and **all current earnings,**
11 **accumulations, and expenses,** including an ***immediate, full, and accurate***
12 ***update or augmentation to the extent there have been any material changes.***

13 (2) The accurate and complete written disclosure of any investment
14 **opportunity, business opportunity, or other income-producing opportunity**
15 that presents itself after the date of separation, but that results from any
16 investment, significant business activity outside the ordinary course of business,
17 or other income-producing opportunity of either spouse from the date of marriage
18 to the date of separation, inclusive. The written disclosure shall be made in
19 sufficient time for the other spouse to make an informed decision as to whether he
20 or she desires to participate in the investment opportunity, business, or other
21 potential income-producing opportunity, and for the court to resolve any dispute
22 regarding the right of the other spouse to participate in the opportunity. In the
23 event of nondisclosure of an investment opportunity, the division of any gain
24 resulting from that opportunity is governed by the standard provided in Section
25 2556.

26 (3) **The operation or management of a business** or an interest in a business in
27 which the community may have an interest.

28 (b) From the date that a valid, enforceable, and binding resolution of the disposition of the
asset or liability in question is reached, until the asset or liability has actually been
distributed, each party is subject to the standards provided in Section 721 as to all
activities that affect the assets or liabilities of the other party. Once a particular asset or
liability has been distributed, the duties and standards set forth in Section 721 shall end
as to that asset or liability.

(c) **From the date of separation to the date of a valid, enforceable, and binding**
resolution of all issues relating to child or spousal support and professional fees,
each party is subject to the standards provided in Section 721 as to all issues relating to
the support and fees, **including immediate, full, and accurate disclosure of all**
material facts and information regarding the income or expenses of the party. (Am
Stats 2001, C703)

JAMES A. HENNENHOEFER
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
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1 [NOTE: Section 8 of AB583 (Chapter 703) states: "This act shall apply to any judgment
2 that becomes final on or after January 1, 2002."] Emphasis added.

3 **Family Code §2104:**

4 (a) After or concurrently with service of the petition for dissolution or nullity of marriage or
5 legal separation of the parties, each party shall serve on the other party a preliminary
6 declaration of disclosure, executed under penalty of perjury on a form prescribed by the
7 Judicial Council. **The commission of perjury on the preliminary declaration of
8 disclosure may be grounds for setting aside the judgment, or any part or parts
9 thereof, pursuant to Chapter 10 (commencing with Section 2120), in addition to any
10 and all other remedies, civil or criminal, that otherwise are available under law for
11 the commission of perjury.**

12 (b) The preliminary declaration of disclosure shall not be filed with the court, except on
13 court order; however, the parties shall file proof of service of the preliminary declaration
14 of disclosure with the court.

15 (c) The preliminary declaration of disclosure shall set forth with sufficient particularity, that
16 a person of reasonable and ordinary intelligence can ascertain, all of the following:

17 (1) The identity of all assets in which the declarant has or may have an interest and
18 all liabilities for which the declarant is or may be liable, **regardless of the
19 characterization of the asset or liability as community, quasi-community, or
20 separate.**

21 (2) The declarant's percentage of ownership in each asset and percentage of
22 obligation for each liability where property is not solely owned by one or both of the
23 parties. The preliminary declaration may also set forth the declarant's
24 characterization of each asset or liability.

25 (d) A declarant may amend his or her preliminary declaration of disclosure without leave
26 of the court. Proof of service of any amendment shall be filed with the court.

27 (e) **Along with the preliminary declaration of disclosure, each party shall provide the
28 other party with a completed income and expense declaration unless an income
and expense declaration has already been provided and is current and valid. (Am
Stats 1998, C581) Emphasis added.**

Family Code §2105:

(a) Except by court order for good cause, before or at the time the parties enter into an
agreement for the resolution of property or support issues other than pendente lite
support, or, if the case goes to trial, **no later than 45 days before the first assigned trial
date, each party, or the attorney for the party in this matter, shall serve on the other
party a final declaration of disclosure and a current income and expense**

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1 **declaration, executed under penalty of perjury on a form prescribed by the Judicial**
2 **Council, unless the parties mutually waive the final declaration of disclosure. The**
3 **commission of perjury on the final declaration of disclosure by a party may be**
4 **grounds for setting aside the judgment, or any part or parts thereof, pursuant to**
5 **Chapter 10 (commencing with Section 2120), in addition to any and all other**
6 **remedies, civil or criminal, that otherwise are available under law for the**
7 **commission of perjury.**

8 **(b) The final declaration of disclosure shall include all of the following information:**

- 9 **(1) All material facts and information regarding the characterization of all**
10 **assets and liabilities.**
- 11 **(2) All material facts and information regarding the valuation of all assets that**
12 **are contended to be community property or in which it is contended the**
13 **community has an interest.**
- 14 **(3) All material facts and information regarding the amounts of all obligations**
15 **that are contended to be community obligations or for which it is contended**
16 **the community has liability.**
- 17 **(4) All material facts and information regarding the earnings, accumulations,**
18 **and expenses of each party that have been set forth in the income and**
19 **expense declaration.**

20 **(c) In making an order setting aside a judgment for failure to comply with this section, the**
21 **court may limit the set aside to those portions of the judgment materially affected by the**
22 **nondisclosure.**

23 **(d) The parties may stipulate to a mutual waiver of the requirements of subdivision**
24 **(a) concerning the final declaration of disclosure, by execution of a waiver under**
25 **penalty of perjury entered into in open court or by separate stipulation. The waiver**
26 **shall include all of the following representations:**

- 27 **(1) Both parties have complied with Section 2104 and the preliminary declarations**
28 **of disclosure have been completed and exchanged.**
- 29 **(2) Both parties have completed and exchanged a current income and expense**
30 **declaration that includes all material facts and information regarding that party's**
31 **earnings, accumulations, and expenses.**
- 32 **(3) Both parties have fully complied with Section 2102 and have fully**
33 **augmented the preliminary declarations of disclosure, including disclosure**
34 **of all material facts and information regarding the characterization of all**
35 **assets and liabilities, the valuation of all assets that are contended to be**
36 **community property or in which it is contended the community has an**

1 interest, and the amounts of all obligations that are contended to be
2 community obligations or for which it is contended the community has
liability.

3 (4) The waiver is knowingly, intelligently, and voluntarily entered into by each of the
4 parties.

5 **(5) Each party understands that this waiver does not limit the legal disclosure**
6 **obligations of the parties, but rather is a statement under penalty of perjury**
7 **that those obligations have been fulfilled. Each party further understands**
8 **that noncompliance with those obligations will result in the court setting**
9 **aside the judgment. (Am Stats 2001, C703)**

10 [NOTE: Section 8 of AB583 (Chapter 703) states: "This act shall apply to any judgment
11 that becomes final on or after January 1, 2002."] Emphasis added.

12 **Family Code §2107:**

13 a) If one party fails to serve on the other party a preliminary declaration of disclosure
14 under Section 2104 or a final declaration of disclosure under Section 2105, or fails to
15 provide the information required in the respective declarations with sufficient particularity,
16 and if the other party has served the respective declaration of disclosure on the
17 noncomplying party, the complying party may, within a reasonable time, request
18 preparation of the appropriate declaration of disclosure or further particularity.

19 (b) If the noncomplying party fails to comply with a request under subdivision (a), the
20 complying party may do either or both of the following:

21 (1) File a motion to compel a further response.

22 (2) File a motion for an order preventing the noncomplying party from presenting
23 evidence on issues that should have been covered in the declaration of disclosure.

24 (c) **If a party fails to comply with any provision of this chapter, the court shall, in**
25 **addition to any other remedy provided by law, impose money sanctions against the**
26 **noncomplying party. Sanctions shall be in an amount sufficient to deter repetition**
27 **of the conduct or comparable conduct, and shall include reasonable attorney's fees,**
28 **costs incurred, or both, unless the court finds that the noncomplying party acted with**
substantial justification or that other circumstances make the imposition of the sanction
unjust.

(d) If a court enters a judgment when the parties have failed to comply with all disclosure
requirements of this chapter, the court shall set aside the judgment. The failure to comply
with the disclosure requirements does not constitute harmless error.

1 (e) Upon the motion to set aside judgment, the court may order the parties to provide the
2 preliminary and final declarations of disclosure that were exchanged between them.
3 Absent a court order to the contrary, the disclosure declarations shall not be filed with the
4 court and shall be returned to the parties. (Am Stats 2001, C703) Emphasis added.

5 [NOTE: Section 8 of AB583 (Chapter 703) states: "This act shall apply to any judgment
6 that becomes final on or after January 1, 2002."]

7 **NOTICE IS FURTHER GIVEN THAT** in the event that the fiduciary duty is breached, **the**
8 **remedies for said breach include, but are not limited to,** the following:

9 **Family Code §1101:**

10 (a) A spouse has a claim against the other spouse for any breach of the fiduciary duty that
11 results in impairment to the claimant spouse's present undivided one-half interest in the
12 community estate, including, but not limited to, a single transaction or a pattern or series
13 of transactions, which transaction or transactions have caused or will cause a detrimental
14 impact to the claimant spouse's undivided one-half interest in the community estate.

15 (b) A court may order an accounting of the property and obligations of the parties to a
16 marriage and may determine the rights of ownership in, the beneficial enjoyment of, or
17 access to, community property, and the classification of all property of the parties to a
18 marriage.

19 (c) A court may order that the name of a spouse shall be added to community property
20 held in the name of the other spouse alone or that the title of community property held in
21 some other title form shall be reformed to reflect its community character, except with
22 respect to any of the following:

23 (1) A partnership interest held by the other spouse as a general partner.

24 (2) An interest in a professional corporation or professional association.

25 (3) An asset of an unincorporated business if the other spouse is the only spouse
26 involved in operating and managing the business.

27 (4) Any other property, if the revision would adversely affect the rights of a third
28 person.

(d) (1) Except as provided in paragraph (2), any action under subdivision (a) shall be
commenced within three years of the date a petitioning spouse had actual
knowledge that the transaction or event for which the remedy is being sought
occurred.

(2) An action may be commenced under this section upon the death of a spouse
or in conjunction with an action for legal separation, dissolution of marriage, or

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1 nullity without regard to the time limitations set forth in paragraph (1).
2 (3) The defense of laches may be raised in any action brought under this section.
3 (4) Except as to actions authorized by paragraph (2), remedies under subdivision
4 (a) apply only to transactions or events occurring on or after July 1, 1987.
5 (e) In any transaction affecting community property in which the consent of both spouses
6 is required, the court may, upon the motion of a spouse, dispense with the requirement
7 of the other spouse's consent if both of the following requirements are met:
8 (1) The proposed transaction is in the best interest of the community.
9 (2) Consent has been arbitrarily refused or cannot be obtained due to the physical
10 incapacity, mental incapacity, or prolonged absence of the nonconsenting spouse.
11 (f) Any action may be brought under this section without filing an action for dissolution of
12 marriage, legal separation, or nullity, or may be brought in conjunction with the action or
13 upon the death of a spouse.

14 **(g) Remedies for breach of the fiduciary duty by one spouse, including those set out
15 in Sections 721 and 1100, shall include, but not be limited to, an award to the other
16 spouse of 50 percent, or an amount equal to 50 percent, of any asset undisclosed
17 or transferred in breach of the fiduciary duty plus attorney's fees and court costs.**

18 **The value of the asset shall be determined to be its highest value at the date of the
19 breach of the fiduciary duty, the date of the sale or disposition of the asset, or the
20 date of the award by the court.**

21 **(h) Remedies for the breach of the fiduciary duty by one spouse, as set forth in
22 Sections 721 and 1100, when the breach falls within the ambit of Section 3294 of the
23 Civil Code shall include, but not be limited to, an award to the other spouse of 100
24 percent, or an amount equal to 100 percent, of any asset undisclosed or transferred
25 in breach of the fiduciary duty. (Am Stats 2001, C703)**

26 [NOTE: Section 8 of AB583 (Chapter 703) states: "This act shall apply to any judgment
27 that becomes final on or after January 1, 2002."] Emphasis added.

28 **Family Code §2120:**

The Legislature finds and declares the following:

(a) The State of California has a strong policy of ensuring the division of community and quasi-community property in the dissolution of a marriage as set forth in Division 7 (commencing with Section 2500), and of providing for fair and sufficient child and spousal support awards. These policy goals can only be implemented

1 with full disclosure of community, quasi-community, and separate assets, liabilities,
2 income, and expenses, as provided in Chapter 9 (commencing with Section 2100),
3 and decisions freely and knowingly made.

4 (b) It occasionally happens that the division of property or the award of support, whether
5 made as a result of agreement or trial, is inequitable when made **due to the**
6 **nondisclosure or other misconduct of one of the parties.**

7 (c) The public policy of assuring finality of judgments must be balanced against the public
8 interest in ensuring proper division of marital property, in ensuring sufficient support
9 awards, and in deterring misconduct.

10 (d) The law governing the circumstances under which a judgment can be set aside, after
11 the time for relief under Section 473 of the Code of Civil Procedure has passed, has been
12 the subject of considerable confusion which has led to increased litigation and
13 unpredictable and inconsistent decisions at the trial and appellate levels. (Ad Stats 1993,
14 C 219) Emphasis added.

15 Family Code §2121:

16 (a) In proceedings for dissolution of marriage, for nullity of marriage, or for legal separation
17 of the parties, **the court may, on any terms that may be just, relieve a spouse from**
18 **a judgment, or any part or parts thereof, adjudicating support or division of**
19 **property, after the six-month time limit of Section 473 of the Code of Civil Procedure**
20 **has run, based on the grounds, and within the time limits, provided in this chapter.**

21 (b) In all proceedings under this chapter, before granting relief, the court shall find that the
22 facts alleged as the grounds for relief materially affected the original outcome and that the
23 moving party would materially benefit from the granting of the relief. (Ad Stats 1993, C
24 219) Emphasis added.

25 Family Code §2122:

26 The grounds and time limits for a motion to set aside a judgment, or any part or parts
27 thereof, are governed by this section and shall be one of the following:

28 (a) **Actual fraud** where the defrauded party was kept in ignorance or in some other
manner was fraudulently prevented from fully participating in the proceeding. An action
or motion based on fraud shall be brought within one year after the date on which the
complaining party either did discover, or should have discovered, the fraud.

(b) **Perjury.** An action or motion based on perjury in the preliminary or final
declaration of disclosure, the waiver of the final declaration of disclosure, or in the
current income and expense statement shall be brought within one year after the
date on which the complaining party either did discover, or should have discovered,
the perjury.

1
2 (c) Duress. An action or motion based upon duress shall be brought within two years after
the date of entry of judgment.

3
4 (d) Mental incapacity. An action or motion based on mental incapacity shall be brought
within two years after the date of entry of judgment.

5
6 (e) As to stipulated or uncontested judgments or that part of a judgment stipulated to by
the parties, **mistake, either mutual or unilateral, whether mistake of law or mistake
of fact.** An action or motion based on mistake shall be brought within one year after the
7 date of entry of judgment.

8 (f) ***Failure to comply with the disclosure requirements of Chapter 9 (commencing***
9 ***with Section 2100). An action or motion based on failure to comply with the***
10 ***disclosure requirements shall be brought within one year after the date on which***
11 ***the complaining party either discovered, or should have discovered, the failure to***
12 ***comply.*** (Am Stats 2001, C703)

[NOTE: Section 8 of AB583 (Chapter 703) states: "This act shall apply to any judgment
that becomes final on or after January 1, 2002."] Emphasis added.

Definition of Perjury and Subornation of Perjury

Penal Code §118:

15 (a) Every person who, having taken an oath that he or she will testify, declare, depose,
16 or certify truly before any competent tribunal, officer, or person, in any of the cases in
17 which the oath may by law of the State of California be administered, willfully and contrary
to the oath, **states as true any material matter which he or she knows to be false,** and
18 every person who testifies, declares, deposes, or certifies under penalty of perjury in any
of the cases in which the testimony, declarations, depositions, or certification is permitted
19 by law of the State of California under penalty of perjury and willfully states as true any
material matter which he or she knows to be false, is guilty of perjury.

20
21 This subdivision is applicable whether the statement, or the testimony, declaration,
deposition, or certification is made or subscribed within or without the State of California.
22 Emphasis added.

Penal Code §125:

23
24 **An unqualified statement of that which one does not know to be true is equivalent**
25 **to a statement of that which one knows to be false.** Emphasis added.

Penal Code §126:

26
27 Perjury is punishable by imprisonment in the state prison for two, three or four years.

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Penal Code §127:

Every person who **willfully procures another person to commit perjury** is guilty of subornation of perjury, and is punishable in the same manner as he would be if personally guilty of the perjury so procured. **Emphasis added.**

Dated: *4/20/2010*

By:



JAMES A. HENNENHOEFER
Attorney for LESLIE A. BURCHAM

JAMES A. HENNENHOEFER
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
316 SOUTH MELROSE DRIVE, SUITE 200
VISTA, CALIFORNIA 92081-6668
(760) 941-2260

10/25/10 1:40 ED335

ATTORNEY OR PARTY WITHOUT ATTORNEY OR GOVERNMENT AGENCY (under Family Code, §§ 17400, 17406)
 (Name, state bar number, and address):
 James A. Hennenhoefer 47992
 James A. Hennenhoefer, A.P.C.
 316 South Melrose Dr. - Suite 200
 Vista, CA 92081
 TELEPHONE NO.: 760 941-2260 FAX NO.: 760 945 1805
 ATTORNEY FOR (Name): Leslie A. Burcham

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
 STREET ADDRESS: 1409 4th Avenue
 MAILING ADDRESS: 1409 4th Avenue
 CITY AND ZIP CODE: San Diego, CA 92101-3105
 BRANCH NAME: Central-Madge Bradley Building

PETITIONER/PLAINTIFF: Leslie A. Burcham
 RESPONDENT/DEFENDANT: Michael Robertson
 OTHER PARENT:

PROOF OF SERVICE BY MAIL

FOR COURT USE ONLY

FILED
FAMILY COURT

2010 MAR 11 AM 11:22 *me*

CLERK-SUPERIOR COURT
 SAN DIEGO COUNTY, CA

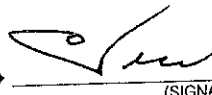
CASE NUMBER:
 D 519078

NOTICE: To serve temporary restraining orders you must use personal service (see form FL-330).

- I am at least 18 years of age, not a party to this action, and I am a resident of or employed in the county where the mailing took place.
 - My residence or business address is:
 316 South Melrose Dr., Suite 200, Vista, CA 92081
 - I served a copy of the following documents (*specify*):
 File Stamped, court conformed, copy of Stipulation and Order Re Mediation/Settlement Conference Judge, filed 3/3/2010
- by enclosing them in an envelope AND
- depositing the sealed envelope with the United States Postal Service with the postage fully prepaid.
 - placing the envelope for collection and mailing on the date and at the place shown in item 4 following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
- The envelope was addressed and mailed as follows:
 - Name of person served: Thomas M. Huguenor, Esq.
 - Address: 4225 Executive Square, Suite 270
 La Jolla, CA 92037
 - Date mailed: March 9, 2010
 - Place of mailing (*city and state*): Vista, CA
 - I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 3/9/2010

Claudia Vess _____
 (TYPE OR PRINT NAME)

 _____
 (SIGNATURE OF PERSON COMPLETING THIS FORM)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">F I L E D</div> Clerk of the Superior Court <div style="font-size: 1.5em;">MAR 03 2010</div> By. S. TALBOTT, Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO <input type="checkbox"/> CENTRAL DIVISION, HALL OF JUSTICE, 330 W. BROADWAY, SAN DIEGO, CA 92101 <input checked="" type="checkbox"/> CENTRAL DIVISION, FAMILY COURT, 1555 6TH AVE., SAN DIEGO, CA 92101 <input type="checkbox"/> CENTRAL DIVISION, MADGE BRADLEY, 1409 4TH AVE., SAN DIEGO, CA 92101 <input type="checkbox"/> EAST COUNTY DIVISION, 250 E. MAIN ST., EL CAJON, CA 92020 <input type="checkbox"/> EAST COUNTY DIVISION, RAMONA, 1428 MONTECITO RD., RAMONA, CA 92065 <input type="checkbox"/> NORTH COUNTY DIVISION, 325 S. MELROSE DR., VISTA, CA 92081 <input type="checkbox"/> SOUTH COUNTY DIVISION, 500 3RD AVE., CHULA VISTA, CA 91910	
PLAINTIFF(S)/PETITIONER(S)/IN THE MATTER OF _____ DEFENDANT(S)/RESPONDENT(S) _____	
REMITTANCE OF STATUTORY FEES	CASE NUMBER - PARCEL NUMBER <div style="font-size: 1.5em;">D 519078</div>

Attached is cash check # 11351 tendered on behalf of:

Ptf _____

Dft _____

Other James Hennenboefer, atty

collected as the statutory fee for: _____

or NO FEE Forma Pauperis Government Agency (Gov. Code § 6103)

FMS	AMOUNT	CODE §	DESCRIPTION
<input type="checkbox"/> CX	\$550.00	Gov. Code § 70616(a)	Civil Complex Litigation Fee - Plaintiff
<input type="checkbox"/> RX	\$550.00	Gov. Code § 70616(b)	Civil Complex Litigation Fee - Response - Each Defendant - (\$10,000 cap)
<input type="checkbox"/> MF	\$40.00	Gov. Code § 70617(a)	Motions: including, request for continuance of trial, new trial, ex parte requiring notice
<input type="checkbox"/> MJ	\$200.00	Gov. Code § 70617(d)	Motion for Summary Judgment/Adjudication.
<input type="checkbox"/> FX	\$40.00	Gov. Code § 70677(a)	Motion or Order to Show Cause - Family Law
<input type="checkbox"/> MB	\$25.00	Gov. Code § 70678	Add charge on motion to modify or enforce custody and/or visitation
<input type="checkbox"/> UR	\$355.00	Gov. Code § 70612	Answer/Response/First Paper - Unlimited civil
<input type="checkbox"/> MD	\$355.00	Gov. Code § 70670(d)	Answer/Response/First Paper - Dissolution - Family Law
<input type="checkbox"/> DR	\$355.00	Gov. Code § 70670(c)	Answer/Response/First Paper - Other than Dissolution - Family Law
<input type="checkbox"/> QU	\$330.00	Gov. Code § 70614(a)	Answer - Limited Civil (demand over \$10,000 and less than \$25,000)
<input type="checkbox"/> FA	\$205.00	Gov. Code § 70614(b)	Answer - Limited Civil (demand \$10,000 or less)
<input type="checkbox"/> WE	\$25.00	Gov. Code § 70626(a)(1)	Issuance of Writ of Execution/Attachment/Possession, etc.
<input type="checkbox"/> AU	\$25.00	Gov. Code § 70626(a)(2)	Issuance of Abstract of Judgment
<input type="checkbox"/> OS	\$30.00	Gov. Code § 70626(b)(1)	Issuance of Order of Sale
<input type="checkbox"/> SI	Varies	Code Civ. Proc. § 177.5	Money Sanctions
<input type="checkbox"/> IJ	\$150.00	Code Civ. Proc. § 631(b)	Jury Fees - Initial
<input type="checkbox"/> CJ	Varies	Code Civ. Proc. § 631(c)	Jury Fees - Subsequent
<input type="checkbox"/> RN	\$140.00	Gov. Code § 70619	Reclassification Fee (Code Civ. Proc. § 403.060)
<input type="checkbox"/> CF	\$25.00	Gov. Code § 70626(a)(4)	Certification
<input type="checkbox"/> OD	\$30.00	Gov. Code § 70626(b)(5)	Issuing Commission to take deposition out of State Fee Per Commission
<input checked="" type="checkbox"/> HO	\$20.00	Gov. Code § 70617(c)(2)	Stipulation and Order without hearing (No Fee for Stip that does not require an order)
<input type="checkbox"/> MZ	\$40.00	Gov. Code § 70657(a)	Petition to withdraw funds from blocked account
<input type="checkbox"/> VE	\$50.00	Gov. Code § 70618	Change of Venue

- NH \$20.00 Gov. Code § 10617(c)(1) Request/application/motion for/or notice of continuance of hearing or Case Management Conference
- RF Varies Gov. Code § 68086(a)(1)-(3) Court Reporter (Courtroom Clerk Use) \$730.00 Full Day
 \$365.00 Half Day
- RQ Varies Gov. Code § 69953.5 Second Reporter on a Civil Daily \$316.00 Full Day
 \$158.00 Half Day
- GF \$800.00 Prob. Code § 1513.1 Guardianship Assessment
- CG \$800.00 Prob. Code § 1851.5 Conservatorship – Initial Investigation
- CG \$400.00 Prob. Code § 1851.5 Conservatorship – Review, Temporary Conservatorship, Court-Ordered Investigation
- Other _____

Clerk's Name: _____ S. TALBOTT _____ Department: _____

Complete this form for each filing fee received. Paper clip the payment to the form and route to the cashier. **DO NOT USE STAPLES.** The cashier will endorse the fee on the form and forward it to the business office to be placed in the case file. The form must also be completed for filings which require a fee, but for which the party is exempt or has a fee waiver.

FIRST APPEARANCE FEE FOR MULTIPLE PARTIES

(UNLIMITED CIVIL)

- | | |
|----------------|----------------|
| 1) \$355.00 | 11) \$3,905.00 |
| 2) \$710.00 | 12) \$4,260.00 |
| 3) \$1065.00 | 13) \$4,615.00 |
| 4) \$1,420.00 | 14) \$4,970.00 |
| 5) \$1,775.00 | 15) \$5,325.00 |
| 6) \$2,130.00 | 16) \$5,680.00 |
| 7) \$2,485.00 | 17) \$6,035.00 |
| 8) \$2,840.00 | 18) \$6,390.00 |
| 9) \$3,195.00 | 19) \$6,745.00 |
| 10) \$3,550.00 | 20) \$7,100.00 |

(LIMITED CIVIL – OVER \$10,000)

- 1) \$330.00
- 2) \$660.00
- 3) \$990.00
- 4) \$1,320.00
- 5) \$1,650.00
- 6) \$1,980.00
- 7) \$2,310.00
- 8) \$2,640.00
- 9) \$2,970.00
- 10) \$3,300.00

(LIMITED CIVIL – \$10,000 OR LESS)

- 1) \$205.00
- 2) \$410.00
- 3) \$615.00
- 4) \$820.00
- 5) \$1,025.00
- 6) \$1,230.00
- 7) \$1,435.00
- 8) \$1,640.00
- 9) \$1,845.00
- 10) \$2,050.00

CHECK ACCEPTANCE POLICY:

For the court's check acceptance policy refer to the governance document *Acceptable Forms of Payment* (1.D.1).

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): THOMAS M. HUGUENOR, CFLS (SBN 52489) LINH B. MAI, ESQ. (SBN 246314) LAW OFFICE OF THOMAS HUGUENOR 4225 EXECUTIVE SQUARE, SUITE 270 LA JOLLA, CA 92037 TELEPHONE NO.: 858-458-9500 FAX NO. (Optional): 858-630-2341 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): MICHAEL ROBERTSON</p>	<p>FOR COURT USE ONLY SUPERIOR COURT FEB 26 AM 11:35 SUPERIOR COURT SAN DIEGO COUNTY, CA</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 1555 SIXTH AVENUE MAILING ADDRESS: SAME AS ABOVE CITY AND ZIP CODE: SAN DIEGO, CA 92101 BRANCH NAME: FAMILY LAW DIVISION</p>	<p>CASE NUMBER: D519078 JUDICIAL OFFICER:</p>
<p>PLAINTIFF/PETITIONER: LESLIE A. BURCHAM DEFENDANT/RESPONDENT: MICHAEL ROBERTSON</p>	<p>DEPT.: <i>f20</i></p>
<p align="center">NOTICE OF CHANGE OF ADDRESS</p>	

1. Please take notice that, as of (date): FEBRUARY 22, 2010

- the following party or
- the attorney for:
 - a. plaintiff (name):
 - b. defendant (name):
 - c. petitioner (name):
 - d. respondent (name): MICHAEL ROBERTSON
 - e. other (describe):

has changed his or her address for service of notices and documents in the above-captioned action.

A list of additional parties represented is provided in Attachment 1.

2. The new address of (name): THOMAS M. HUGUENOR, CFLS (SBN 52489) AND LINH B. MAI, ESQ. (SBN 246314) is as follows:

- a. Street: 4225 EXECUTIVE SQUARE, SUITE 270
- b. City: LA JOLLA
- c. Mailing address (if different from above):
- d. State and zip code: CA 92037
- e. Telephone number: 858-458-9500
- f. Fax number (optional): 858-630-2341
- g. E-mail address (optional):

3. All notices and documents regarding the action should be sent to the above address.

Date: FEBRUARY 22, 2010

THOMAS M. HUGUENOR, CFLS
 (TYPE OR PRINT NAME)

Thomas M. Huguenor
 (SIGNATURE OF PARTY OR ATTORNEY)

PLAINTIFF: LESLIE A. BURCHAM	CASE NUMBER:
DEFENDANT: MICHAEL ROBERTSON	D519078

**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF CHANGE OF ADDRESS**

(NOTE: You cannot serve the Notice of Change of Address if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and not a party to this action. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (specify):
4225 EXECUTIVE SQUARE, SUITE 270
LA JOLLA, CA 92037

2. I served a copy of the Notice of Change of Address by enclosing it in a sealed envelope with postage fully prepaid and (check one):
a. deposited the sealed envelope with the United States Postal Service.
b. placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The Notice of Change of Address was mailed:
a. on (date): FEBRUARY 22, 2010
b. from (city and state): LA JOLLA, CA

4. The envelope was addressed and mailed as follows:

a. Name of person served: MR. JAMES HENNENHOEFER ESQ JAMES A. HENNENHOEFER, A.P.C. Street address: 316 S. MELROSE DRIVE SUITE 200 City: VISTA State and zip code: CA 92081	c. Name of person served: Street address: City: State and zip code:
--	--

b. Name of person served: Street address: City: State and zip code:	d. Name of person served: Street address: City: State and zip code:
--	--

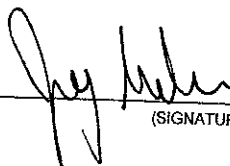
Names and addresses of additional persons served are attached. (You may use form POS-030(P).)

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

Date: FEBRUARY 22, 2010

JOY SALMON

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

FAMILY DIVISION
1555 Sixth Avenue
San Diego, CA 92101
619-450-7846

FILE COPY:

2 NOTICES PREPARED

TO:

JAMES A. HENNENHOEFER
316 S. MELROSE DR. STE.200
VISTA, CA 92081

THOMAS M. HUGUENOR
CLS-F, LAW OFFICE OF THOMAS M. HUGUENOR
4225 EXECUTIVE SQUARE, SUITE #270
SAN DIEGO, CA 92037

LESLIE A. BURCHAM

Petitioner

vs.

MICHAEL ROBERTSON

Respondent

CASE NO: D519078 PZG

NOTICE TO APPEAR

Notice is given that the above-entitled case has been set for the reason listed below and at the location shown above.
ALL INQUIRIES REGARDING THIS NOTICE SHOULD BE REFERRED TO THE COURT AND PHONE NUMBER LISTED ABOVE.

TYPE OF HEARING

Status Conference

DATE

10/25/10

TIME

01:40PM

DEPT

F3

Judge PATRICIA GARCIA

**MATTER CONTINUED ON
COURT'S OWN MOTION
FROM 5-24-10**

JAMES A. HENNENHOEFER (P)
THOMAS M. HUGUENOR (R)

You are hereby notified that if you fail to appear at this hearing, the court will likely determine your case has been abandoned and will dismiss it without further notice to you.

I certify that: I am not a party to the above-entitled case; On the date shown below, I placed a true copy of the NOTICE OF HEARING in separate envelopes, addressed to each addressee shown above; each envelope was then sealed and, with postage thereon fully prepaid, deposited in the United States Postal Service at: **San Diego, California.**

DATED: 03/04/10

BY: CLERK OF THE SUPERIOR COURT

1 JAMES A. HENNENHOEFER, A.P.C.
James A. Hennenhoefer SB# 47992
2 316 South Melrose Drive
Suite 200
3 Vista, CA 92081
(760) 941-2260
4 Attorneys for Petitioner

F I L E D

Clerk of the Superior Court

MAR 03 2010

By. S. TALBOTT, Deputy

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7
8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF SAN DIEGO**

10
11 In re Marriage of) No. D 519078
12 Petitioner: LESLIE A. BURCHAM)
13 and)
14 Respondent: MICHAEL ROBERTSON)
15

STIPULATION AND ORDER
RE MEDIATION/SETTLEMENT
CONFERENCE JUDGE

16 IT IS HEREBY STIPULATED by and between Petitioner, LESLIE A. BURCHAM,
17 hereinafter "Wife", her attorneys of record, JAMES A. HENNENHOEFER, APC, by
18 JAMES A. HENNENHOEFER, Esq., and Respondent, MICHAEL ROBERTSON
19 hereinafter "Husband," and his attorney of record, THOMAS M. HUGUENOR, Esq.,
20 that:

21 1. The HONORABLE THOMAS MURPHY, Judge Retired, shall be used in
22 the capacity of a Settlement Attorney and Mediator (collectively referred to below as
23 "Settlement Attorney") to assist the parties and trial counsel in attempting to reach a
24 settlement of all unresolved issues. The settlement conference shall be in place of the
25 Mandatory Settlement Conference set forth in Superior Court of California, County of
26 San Diego, Division V - Family Law court Rule 5.2.8. If the case does not settle,
27 HONORABLE THOMAS MURPHY shall then advise the court and all unresolved issues
28 shall then be directed to the assigned judge for case management conference and

1 further action as the assigned judge so orders.

2 2. HONORABLE THOMAS MURPHY, as settlement attorney, shall be
3 empowered to implement whatever protocol and time deadlines he deems appropriate
4 and necessary to fully accomplish his duties as settlement attorney.

5 3. The parties shall each cooperate in all respects with HONORABLE
6 THOMAS MURPHY and with his administrative staff in arranging and attending
7 appointments.

8 4. HONORABLE THOMAS MURPHY may gather and review the documents
9 which he believes appropriate for the Family Settlement Conference. The parties shall
10 provide to HONORABLE THOMAS MURPHY all documents and information requested
11 by HONORABLE THOMAS MURPHY so long as all such documents and information
12 are not subject to any evidentiary privileges or work product exclusion. This Stipulation
13 and Order is not intended by either party to be a waiver of any evidentiary privileges.

14 5. If either party or his or her attorney wishes to submit any form of
15 information to HONORABLE THOMAS MURPHY for consideration during the Family
16 Settlement Conference, he or she shall submit the information to HONORABLE
17 THOMAS MURPHY with a cover letter describing or itemizing the materials provided.
18 The cover letter shall clearly state that the information has also been sent to the
19 opposing counsel.

20 6. Husband shall advance the costs of HONORABLE THOMAS MURPHY'S
21 services. The court shall reserve jurisdiction over the allocation of all payments.

22 7. Both parties shall sign any and all documents proper and necessary to
23 enforce and carry out all of the terms and agreements as set forth herein.

24 8. The court reserves jurisdiction to make additional appropriate orders if the
25 need arises to fully implement the terms of this stipulation and also to appointing
26 another

27 ///

28 ///

1 Settlement Judge if HONORABLE THOMAS MURPHY is not available to serve.

2 9. Except as provided for herein, all prior orders of court remain unmodified
3 and in full force and effect.

4
5 Dated: _____ Fax Signature Next Page
6 _____
7 LESLIE A. BURCHAM, Petitioner

8 Dated: 2/24/10 Signature via PDF
9 _____
10 MICHAEL ROBERTSON, Respondent

10 APPROVED AS TO FORM AND CONTENT

11 Dated: 3/1/10
12 _____
13 By: _____
14 JAMES A. HENNENHOEFER, APC
15 _____
16 James A. Hennenhoefer, Attorneys for
17 Petitioner

18 Dated: 2/23/10
19 _____
20 _____
21 THOMAS M. HUGUENOR
22 _____
23 Attorney for Respondent

24 IT IS SO ORDERED.

25 Dated: _____
26 _____
27 _____
28 JUDGE OF THE SUPERIOR COURT

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Settlement Judge if HONORABLE THOMAS MURPHY is not available to serve.

9. Except as provided for herein, all prior orders of court remain unmodified and in full force and effect.

Dated: 3-1-10


LESLIE A. BURCHAM, Petitioner

SIGNATURE

Dated: 2/24/10

Signature via PDF
MICHAEL ROBERTSON, Respondent

APPROVED AS TO FORM AND CONTENT

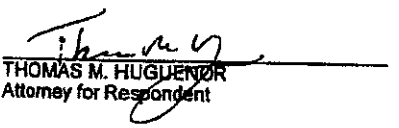
Dated: _____

JAMES A. HENNENHOEFER, APC
By:

Petitioner

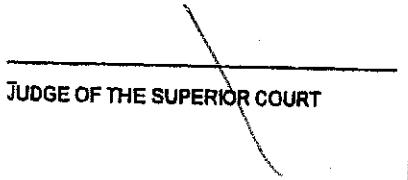
James A. Hennenhoefer, Attorneys for

Dated: 2/23/10


THOMAS M. HUGUENOR
Attorney for Respondent

IT IS SO ORDERED.

Dated: _____


JUDGE OF THE SUPERIOR COURT

1 Settlement Judge if HONORABLE THOMAS MURPHY is not available to serve.

2 9. Except as provided for herein, all prior orders of court remain unmodified
3 and in full force and effect.

4
5 Dated: _____

6 LESLIE A. BURCHAM, Petitioner

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8 Dated: 2/24/10

[Signature]
9 MICHAEL ROBERTSON, Respondent

10 APPROVED AS TO FORM AND CONTENT

11 Dated: _____

JAMES A. HENNENHOEFER, APC
12 By:

13
14 Petitioner

James A. Hennenhoefer, Attorneys for

15 Dated: _____

16 THOMAS M. HUGUENOR
Attorney for Respondent

17
18 IT IS SO ORDERED.

19
20 Dated: MAR 03 2010

[Signature]
21 JUDGE OF THE SUPERIOR COURT
22 PATRICIA GARCIA

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