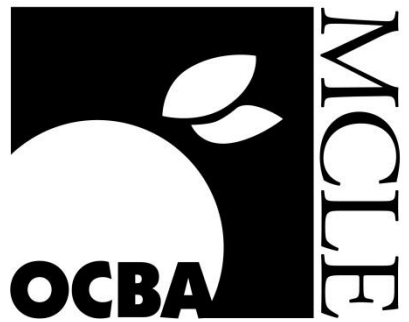

ORANGE COUNTY BAR ASSOCIATION

**FAMILY LAW
SECTION WEBINAR**

Stipulated Judgment Drafting: Tips & Practice Pointers



Wednesday, May 19, 2021



Family Law Section Meeting

May 19, 2021

Stipulated Judgment Drafting:
Tips & Practice Pointers

Moderator

Scott M.
Savage



Mr. Savage received his Bachelor of Arts degree in Education from Arizona State University and his Juris Doctor from Southwestern Law School in Los Angeles. While at Southwestern Law School, Mr. Savage was a Dean's Fellow, he received the Witkin Award in Business Planning, and was a finalist in the Negotiations Honor's Program Competition.

Prior to beginning his career in Family Law at Minyard Morris, Mr. Savage worked as a teacher and has also owned his own business. Mr. Savage is an alumnus of the Family Law Trial Institute, a nationally preeminent program which for more than twenty years has provided advanced education, training and instruction in trial practice.

Mr. Savage now limits his practice to Orange County Family Law matters.

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Panelist

Matthew S. Buttacavoli



MSB@MINYARDMORRIS.COM

Mr. Buttacavoli was born in Jersey City, New Jersey. He graduated magna cum laude from the University of California, Irvine (B.A.) and cum laude from the University of San Diego School of Law (J.D.), where he served as Executive Editor of the San Diego Law Review and received the General George W. Hickman, Jr. Award for excellence in Constitutional Law.

Mr. Buttacavoli was admitted to the California Bar in 1999 and was admitted to the United States Supreme Court Bar in 2003. Mr. Buttacavoli is also admitted to the United States District Court for the Central and Southern Districts of California. Mr. Buttacavoli is an alumnus of the Family Law Trial Institute, a nationally preeminent program which for more than twenty years has provided advanced education, training and instruction in trial practice. He has been named a Certified Specialist in Family Law by the State Bar of California Board of Legal Specialization and has been recognized as a SuperLawyer.

Matthew is a Partner at Minyard Morris and limits his practice to Orange County Family Law matters. His previous legal experience includes general civil litigation, business and contract disputes, complex products liability and construction defects, real estate, title and escrow, mortgage and finance, wrongful death, torts, and appeals.

Drafting Stipulated Judgments...
In 45 minutes...
Via Zoom

*“I just want to tell you both good luck.
We're all counting on you.” (1980)*

Is it possible to make this
topic fun and exciting?

“Uh-uh. No way” (1995)

What this presentation will
not cover is:

*A lot of important stuff about drafting
judgments.*

What this presentation will
cover is:

*A very little bit of important stuff about
drafting judgments.*

Will try to cover:

1. Generally, why this is an important topic
2. Some big picture tips
3. One or more stipulated judgment drafting pointers in each of these areas:
 - Custody
 - Child Support
 - Spousal Support
 - Property Division
 - General Judgment Terms

Why judgment drafting is an important topic

“It's funny what a man will do to forestall his final judgment.” (2006)

Is a “final” judgment really final?

1. A Judgment can be set aside

First six months...CCP

- CCP 473 - (b) The court may, upon any terms as may be just, relieve a party or his or her legal representative **from a judgment**, dismissal, order, or other proceeding taken against him or her through his or her mistake, inadvertence, surprise, or excusable neglect.

After six months...Family Code

- FC 2125 – “...However, the court has discretion to set aside **the entire judgment**, if necessary, for equitable considerations.

Is a “final” judgment really final?

“If we make a mistake, I need to know you are prepared to terminate.” (2018)

1. A Judgment can be set aside

- CCP 473 - (b) The court may, upon any terms as may be just, relieve a party or his or her legal representative from a judgment, dismissal, order, or other proceeding taken against him or her through his or her **mistake**, inadvertence, surprise, or excusable neglect. (w/in six months of entry)
- FC 2122 (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.**” (w/in one year of date of entry)

Is a “final” judgment really final?

“What bothers me isn't that fraud is not nice. Or that fraud is mean. For fifteen thousand years, fraud and short sighted thinking have never, ever worked. Not once. Eventually you get caught, things go south. When the hell did we forget all that?” (2015)

1. A Judgment can be set aside

- FC 2122 (a) – Actual **fraud** (w/in one year after party discovered or should have discovered fraud)

Is a “final” judgment really final?

“You're a cop, for God's sake, you're supposed to uphold the law, but instead you bend it and twist it and sell it. I saw you take that bribe and resist arrest and tamper with evidence and perjure yourself under oath.” (1986)

1. A Judgment can be set aside

- FC 2122 (b) – **Perjury** in PDOD, FDOD, waiver or FDOD or IED (w/in one year after party discovered or should have discovered perjury)

Is a “final” judgment really final?

“Nobody told you to smoke that thing. You made the decision. Live with your decision. Ain't like I put a gun to your head.” (2001)

1. A Judgment can be set aside

- FC 2122 (c) – **Duress** (w/in two years of date of entry)

Is a “final” judgment really final?

“Hope is a dangerous thing. Hope can drive a man insane.” (1994)

1. A Judgment can be set aside

- FC 2122 (d) – **Mental incapacity** (w/in two years of date of entry)

Is a “final” judgment really final?

“If I cannot change when circumstances demand it, how can I expect others to?” (1994)

2. A judgment can be modified

- Custody
- Child support
- Spousal support

Why judgment drafting is an important topic

“Happy endings are just stories that haven't finished yet.” (2005)

A judgment may just be the beginning

“- Bones Roosevelt: What ever happened with that thing about your wife?”

- Dr. Richard Kimble: It's not over yet.” (1993)

- Dividing the assets awarded
- Jointly owned assets
- Assets held in constructive trust for the other spouse
- Deferred home sale (*Duke* orders)
- Unadjudicated / Omitted Assets (FC 2552)
- Enforcement proceedings

Why judgment drafting is an important topic

“No. That's not what they teach you. They teach you contracts, precedents, interpretations.” (1992)

“It depends on what the meaning of the word ‘is’ is.”

“Marital settlement agreements incorporated into a dissolution judgment are construed under the statutory rules governing the interpretations of contracts generally.” (*In re Marriage of Hibbard* (2013) 212 Cal.App.4th 1007, 1012 [quoting *In re Marriage of Simundza* (2004) 121 Cal.App.4th 1513, 1518])

“It depends on what the meaning of the word ‘is’ is.”

“The fundamental goal of contractual interpretation is to give effect to the mutual intention of the parties. [Citation.] **If contractual language is clear and explicit, it governs.**” (*Hibbard* at p. 1013; see *Securitas Security Services USA, Inc. v. Superior Court* (2015) 234 Cal.App.4th 1109, 1125.)

“It depends on what the meaning of the word ‘is’ is.”

“If [a stipulated judgment] is **ambiguous**, the reviewing court may examine the record for its scope and effect and may look at the circumstances of its making.” (*In re Marriage of Samson* (2011) 197 Cal.App.4th 23, 27)

General judgment drafting tips

“- Bryan Mills: I have a daughter who wants to be a singer. I was wondering if you have any tips for her.

- Sheerah: Yeah, I do. Tell her pick another career.” (2008)

General judgment drafting tips

- Be consistent in the use of terms (Husband/Wife, Petitioner/Respondent, Father/Mother)
- Don't recycle judgment language (or borrow from another's judgment) without making certain that the provisions apply.
- When revising, provide a redline and request one in return
- Draft the Judgment early enough to allow the client time to read and review the terms.
 - Don't let a client say something to the effect of "I trust you" or "I'm sure it's OK." Explain each paragraph.
 - Force the client to read each word of the Judgment.

General judgment drafting tips

- Use the term “shall” or “must” instead of “will” and “agree.”
- Don’t use full Social Security numbers, bank account numbers, brokerage account numbers, etc.
- Don’t agree to use a paragraph you don’t fully understand. Make the other side explain it and/or write it more clearly.

General judgment drafting tips

*“What if your home... what if your family...
what if your dope was on fire?” (1985)*

- Play the “what if” game of drafting.
- If the terms indicate that something is to occur or a party is to do something, ask... “what if” it doesn’t happen
- Provide for a solution if the something doesn’t happen

Specific Drafting Issues: Custody

“The reality, Mr. Hillard, is that your lifestyle over the past months has been very unorthodox. And I refuse to further subject three innocent children to your peculiar and potentially harmful behavior. It is this court's decision to award full custody to Mrs. Hillard.” (1993)

Specific Drafting Issues: Custody

Drafting Tip

Remember that child custody evaluation reports are confidential

IRMO Anka and Yeager (2019) 31 Cal.App.5th 1115

- The appellate court affirmed an award of \$50,000 in sanctions against an attorney “for disclosing information contained in a confidential child custody evaluation report” in violation of Family Code sections 3025.5 and 3111.
- The appellate court reversed the family court order against the client. The family court sanctioned the attorney for using confidential information from a child custody evaluation report in one case for a deposition in another matter.

Specific Drafting Issues: Custody

Drafting Tip

- **Don't say:** “The parties adopt the recommendations of the custody evaluator as set forth in this Judgment.”
- **Say instead:** “On or about [date] Dr. [custody evaluator] completed [his/her] confidential custody evaluation report. After meeting and conferring regarding the report and recommendations, the parties desire to settle the child custody issues in this matter without the cost and expense of a trial.”

Specific Drafting Issues: Child Support

“- Samantha Cole: I'm contesting custody.

- Fletcher Reede: What?

- Samantha Cole: If I get sole custody of the kids, that's another 10 grand in childsupport payments.” (1997)

Specific Drafting Issues: Child Support

- Always include child support findings on which support is based
- Better to include the findings directly in the judgment rather than attaching DissoMaster

Specific Drafting Issues: Child Support

Findings

30. → The child support order is based upon the following findings:

	Husband	Wife
Number of children	0	2
Timeshare	35%	65%
Filing status/exemptions	Single-3	HH-1
Wages	\$11,000	\$0
Self-employment income	\$0	\$1,500
Health insurance	\$575	\$0

Specific Drafting Issues: Spousal Support

“It's a beautiful thing, alimony. You lose a husband, you get a car. Think it'll help me pick up dudes?” (2000)

Specific Drafting Issues: Spousal Support

“Fifty percent of something is better than a hundred percent of nothing.” (2006)

OSLTER-SMITH PROVISIONS

Specific Drafting Issues: Spousal Support

General Tips/Considerations:

- Breadth of provision

“Husband shall pay twenty percent (20%) of **any and all income** above his base salary of \$25,000 per month”

- Phantom Income
- Capital Gains Income
- Debt forgiveness

Specific Drafting Issues: Spousal Support

Drafting Tip

Specify what constitutes gross income for the *Ostler-Smith* provision and what does not:

For purposes of the *Ostler-Smith* provision, gross income shall be defined as:

- 1.
- 2.
- 3.

For purposes of the *Ostler-Smith* provision, gross income shall not include:

- 1.
- 2.
- 3.

Specific Drafting Issues: Child Support

General Tips/Considerations:

- Child Support versus Spousal Support
 - Limiting the breadth of the provision to only certain income
 - What about FC 4058?

Drafting Tip

Consider this language for a child support *Ostler-Smith*: “As and for additional child support, Wife shall pay to Husband twenty percent (20%) of any income within the meaning of FC 4058 received above her base salary of \$150,000.”

Specific Drafting Issues: Child Support

General Tips/Considerations:

- Remember to allocate the *Ostler-Smith*

“The eleven-percent (11%) supplemental child support payment shall be allocated as follows: 2.06 % for [Child 1], 3.27% for [Child 2] and 5.67% for [Child 3].”

Specific Drafting Issues: Spousal Support

“Okay, you want to bowl for some big money, eh? But I'll lose my entire bonus check because I'm so bombed.” (1996)

Specific Drafting Issues: Spousal Support

Marriage of Minkin (2017) 11 Cal.App.5th 939

“awarded [Patricia] as additional spousal support forty-one (41) percent of [Robert’s] **annual bonus** for a period of ten years, commencing with the year 2005 and continuing through the year 2014 bonus awarded, if any.”

The **stipulated judgment** further provided, “Payment of this additional spousal support is contingent on the **award of such bonus** and [Robert] shall provide [Patricia] with documentation of the **bonus award**, or non award, each year of the ten year period.”

Specific Drafting Issues: Spousal Support

Marriage of Minkin (2017) 11 Cal.App.5th 939

“Here, the additional spousal support provision is ambiguous. The **stipulated judgment** does not **define the term annual bonus**, and on its face the term reasonably may be interpreted as a **discretionary payment based on performance** or more broadly as **any payment above base salary.**”

“We conclude substantial evidence supports the court’s interpretation of the term [annual bonus] as a **discretionary payment Robert’s employers made based on performance and for which he has no recourse in the event his employers exercised their discretion not to make a particular payment.**”

Specific Drafting Issues: Spousal Support

Drafting Tip

Include a recital about the income received, including a description of the bonus income:

“Wife is employed by ABC Company and receives gross income consisting of: (1) a base gross salary of \$150,000 per year; and (2) a target cash bonus of up to twenty percent (20%) of her base salary. Wife’s bonus is paid once per year in February based on performance for the prior calendar year. The bonus is paid in a lump sum, is discretionary, and is based in part on the company’s performance and in part on Wife’s performance.”

Specific Drafting Issues: Spousal Support

Drafting Tip

Tie the Ostler/Smith language to the income description:

“As and for supplemental spousal support, Wife shall pay to Husband twenty percent (20%) of her annual gross bonus income. Annual bonus income for purposes of this provision shall be limited to the bonus income described in Paragraph [] above.”

Specific Drafting Issues: Spousal Support

“I read this article a while back that said that Microsoft employs more millionaire secretaries than any other company in the world. They took stock options over Christmas bonuses. It was a good move. I remember there was this photograph of one of the groundskeepers next to his Ferrari.” (2000)

Specific Drafting Issues: Spousal Support

Marriage of Macilwaine (2018) 26 Cal. App. 5th 514

“It is well-established that stock options granted as part of a parent’s employment compensation constitute “income” as defined in section 4058, subdivision (a), and must be used to calculate support. (Cheriton, supra, 92 Cal.App.4th at pp. 286–288; In re Marriage of Kerr (1999) 77 Cal.App.4th 87, 96 [parent’s stock options were “part of his overall employment compensation and must be used to calculate child support”].) The question in this case—which was not addressed in Cheriton or Kerr—is when?”

“Therefore, once there are no legal restrictions on the employee-parent’s ability to exercise stock options and sell his or her shares, the options must be counted as “income” under subdivision (a)(1).”

Specific Drafting Issues: Spousal Support

Drafting Tip

When stock options or RSUs are included in an *Ostler-Smith* provision, explain how to determine the amount of additional income and when it is to be paid:

“Regarding the twenty-percent (20%) payment of supplemental spousal support due on Wife’s stock options, restricted stock and RSUs, the amount of gross income on which Wife shall pay is the value of the benefit on the date it vested and no legal restrictions remained on Wife’s ability to exercise the stock options, restricted stock or RSUs and sell her shares. The payment to Husband shall be made on the first of the month following the vesting and legal ability to convert said benefit to cash.”

Specific Drafting Issues: Spousal Support

- “- Vanessa: Are you saying I spend too much money?”*
- Thornton Melon: You spend too much money? Nah. A lot of people go to Switzerland to get their watch fixed.*
- Vanessa: You have no taste, Thornton.*
- Thornton Melon: You're right. I married you, didn't I?”*
(1986)

Specific Drafting Issues: Spousal Support

In re Marriage of Kerr (1999) 77 Cal. App. 4th 87

“...due to the enormous increase in value of Qualcomm stock and consequently Richard's stock options, the court's percentage support order **will far exceed the parties' standard of living**, even considering their investment and reinvestment history, during or at the end of their marriage.”

“We remand the matter to the trial court to determine an amount of additional support that is "just and equitable" (§ 4320, subd. (l)), **using the parties' marital standard of living as a point of reference** against which the other statutory factors must be weighed. Once the court does so, a percentage support award based on Richard's exercised option income would be permissible **as long as the court sets a maximum amount proportionate to its findings of the marital standard of living.**”

Specific Drafting Issues: Spousal Support

General Tips/Considerations:

- Defining the cap
 - MSOL
 - Reasonable needs
 - Child support included or not included

Specific Drafting Issues: Spousal Support

Drafting Tip

Explain how the cap works:

“Commencing calendar year [], the amount of total spousal support Wife is entitled to receive on an average monthly basis shall be capped according to the following formula: Twelve thousand five hundred dollars (\$150,000 per year) less Wife’s gross income less Wife’s child support received (for purposes of this formula, child support shall not include Husband’s one-half share of extracurricular activities and/or Husband’s one-half share of child-related medical costs not covered by insurance). For example, at the time of this Judgment, Wife had average monthly earnings of \$2,150 per month for total anticipated yearly gross income of \$25,800 ($\$2,150 \times 12 = \$25,800$). She was receiving child support of \$2,470 per month and was anticipated to receive another \$11,000 in child support based on the *Ostler-Smith* provision for total yearly child support of \$40,640 ($\$2,470 \times 12 = \$29,640 + \$11,000 = \$40,640$). This would result in the following cap on spousal support for calendar year []: $\$12,500 \times 12 = \$150,000 - \$25,800 - \$40,640 = \$83,560$ gross or \$6,963 gross spousal support per month.

Specific Drafting Issues: Spousal Support

“I don't want my daughters growing up entitled and spoiled. And I agree with my father: you give your children enough money to do something but not enough to do nothing.” (2011)

Specific Drafting Issues: Child Support

In re Marriage of Kerr (1999) 77 Cal. App. 4th 87

“The payment established by the guideline formula “is presumed to be the correct amount of child support to be ordered.” (§ 4057, subd. (a).)
This presumption is one affecting the burden of proof and may be rebutted by admissible evidence showing application of the formula would be unjust or inappropriate in the particular case under certain enumerated circumstances. (§ 4057, subd. (b).) **One of those circumstances is when the supporting parent has such extraordinarily high income that the guideline amount would exceed the child's needs.** (§ 4057, subd. (b)(3).)”

Specific Drafting Issues: Child Support

In re Marriage of Kerr (1999) 77 Cal. App. 4th 87

“...as we previously expressed with respect to spousal support, the percentage of option income represents an extremely high dollar amount, given the enormous increase in Qualcomm stock value. Applying the guideline formula under these circumstances is inappropriate **without a finding that the amount ordered would not exceed the children's needs.**”

“...a percentage award based on the realized income from the exercise of stock options would be permissible, **as long as the court sets a maximum amount that would not exceed the children's needs.**”

Specific Drafting Issues: Property Division

“We settled the deal with the cars. That takes us to frequent-flyer miles. We're flying.” (2005)

Specific Drafting Issues: Property Division

General Tips/Considerations:

- Don't describe assets in general terms. Be specific regarding number of shares of stock, bank account numbers (last four digits), detail regarding cars, etc.
- Don't use general asset categories like "all earnings after separation," "all bank accounts in his name," or "all insurance insuring Husband's life."
 - Remember FC 2556

Specific Drafting Issues: Property Division

General Tips/Considerations:

- If a party is to be liable for a debt, be very specific about the name of the creditor, the account number, and the amount of the debt at a specific date.

Drafting Tip

Remember to award the card itself and any benefits:

“Citi Platinum Select AAdvantage credit card ending 2745, which credit card and all accumulated miles is awarded to Husband and for which Husband shall receive credit against the equalization payment for paying a community obligation in the amount of \$7,740 as of the date of separation and which outstanding obligation owed was \$3,270 as of May 19, 2021.”

Specific Drafting Issues: Property Division

General Tips/Considerations:

- Equalize pre-tax assets (401k, IRA, etc.) separately.
 - Avoids potential mistake of paying equalizing post-tax assets with assets subject to future tax liability
 - Potentially avoids or limits need for QDROS
- Total the asset values in the Judgment itself. Show the math as to how the equalization amount was arrived at to avoid future questions from the client and claims of mistakes.

Specific Drafting Issues: Property Division

“Show me the money!” (2006)

Drafting Tip

- **Show the math:**

\$28,348 in funds withdrawn from the community E-Trade Financial securities account ending 6276 after the date of separation, prior receipt of which funds is acknowledged by Husband, at a value of \$28,348;

Specific Drafting Issues: Property Division

“Show me the money!” (2006)

Drafting Tip

- **Show the math:**

2008 Mercedes Benz E350, license number 6FVA878, subject to no liens at a value of \$12,000;

Specific Drafting Issues: Property Division

“Show me the money!” (2006)

Drafting Tip

- **Show the math:**

One-half of the community interest in Northwestern Mutual investment account ending 2235, which community interest is 75.6% of the value and which account had a community value of \$142,701 as of March 31, 2014 and which one-half interest is awarded to Husband at a value \$71,351;

Specific Drafting Issues: Property Division

“Show me the money!” (2006)

Drafting Tip

- **Show the math:**

Term life insurance policy number ending 8962 insuring the life of Husband with Northwestern Mutual Life Insurance Company in the face amount of \$1,400,000 at a value of zero (\$0).



Total to Husband \$1,244,540

Specific Drafting Issues: Property Division

“Show me the money!” (2006)

Drafting Tip

Show the math:

“Husband shall pay to Wife the sum of \$373,461 to equalize the division of community property as set forth herein. The equalization amount is **calculated as follows**: \$1,244,540 assets awarded to Husband less community debts paid by husband in the amount of \$15,541 for which Husband is to receive credit equals net assets to Husband of \$1,228,999 less \$452,078 assets awarded to Wife equals \$776,921 divided by two equals \$388,461 (rounded). As and for credits, Husband owes Wife a payment of \$10,000 and Wife owes Husband a payment of \$25,000 for a net payment owed by Wife to Husband of \$15,000. (\$388,461 less \$15,000 = net equalization payment owed by Husband of \$373,461.) The award of assets, liabilities, and credits has been calculated in determining the equalization amount.”

Specific Drafting Issues: Spousal Support

“- Walter Fielding: It doesn't make any sense, why would somebody be selling a million dollar house for a hundred thousand?”

- Jack Schnittman: Who knows? A divorce, loan sharks, a scandal. The point is you get to capitalize on another human being's misfortune. That's the basis of real estate.” (1986)

Specific Drafting Issues: Property Division

Drafting Tip

Sell the house if it cannot be refinanced:

“Wife shall, within _____ (__) days of the filing of this Judgment, re-finance any and all debt obligations secured by the property located at _____, _____, California, such that Wife bears all liabilities associated with that debt obligation, and Husband bears zero liability associated with said debt obligation per the terms of the note secured on the property. Should Wife fail to re-finance any and all debt obligations within _____ (__) as set forth in this Judgment the real property located at _____, _____ shall be listed for sale within the following thirty (30) days and shall be sold, with Wife to bear all costs of sale. The sale proceeds shall be awarded to Wife.

Specific Drafting Issues: Spousal Support

“What I want... what's most important to me is that I have a guarantee...” (1972)

Specific Drafting Issues: Property Division

Drafting Tip

If the equalization payment is not paid concurrently with execution of the Judgment provide for security:

“In order to secure payment of the equalizing payment set forth above, concurrently with the execution of this document, Husband shall _____.”

- Note and Deed of Trust on real property
- Stock pledge
- UCC Liens / Tangible collateral / Intangible collateral
 - Equipment
 - Inventory
 - Accounts receivable

Specific Drafting Issues: Property Division

Drafting Tip

Remember to award the interest that posts to the trust account after the funds are distributed:

The entire amount in the Minyard Morris trust account holding the one-half of remaining sales proceeds from the sale of the 1234 Main Street property and accrued interest which amount is approximately \$67,700 and which approximate \$67,700 is awarded to Wife at a value \$67,700 and which funds shall be distributed to Wife forthwith upon the execution of this Judgment by the parties and their execution on this Judgment shall constitute a further written agreement within the meaning of the existing Stipulation and Order entered on [_____] precluding the withdrawal of funds absent a further written agreement of the parties or court order **however any interest that posts to the account after the distribution to Wife and which post distribution interest is expected to be negligible shall be distributed to Husband.**

“I want my two dollars!” (1985)

Specific Drafting Issues: General Provisions

- *“Sam Beauregarde: Violet, baby, don't you sign anything there. What's this all about?”*
 - *Willy Wonka: Standard form of contract.*
- *Sam Beauregarde: Don't talk to me about contracts, Wonka. I use 'em myself. They're strictly for suckers.*
 - *Willy Wonka: Yes, but you wouldn't begrudge me a little protection. A drop.” (1971)*

Specific Drafting Issues: General Provisions

Drafting Tip

Include a provision relating to the future sale of assets awarded in the Judgment:

“Both parties understand and acknowledge that there is a possibility that an asset awarded and/or confirmed to either of them in this Judgment may be sold after the date of entry of this Judgment for an amount either substantially greater or substantially less than the value now believed or perceived by either party to be the fair market value of such asset. Each party expressly waives and releases any claim against the other arising out of any such sale. Each party further acknowledges that neither has represented nor warranted to the other the value of any asset awarded and/or confirmed by this Judgment.”

Specific Drafting Issues: General Provisions

Drafting Tip

Remember capacity:

“Each party has carefully read the terms herein and is completely aware of not only its contents, but also of its legal effects. Each party declares that this Judgment is made and entered into by him or her of his or her own volition, and with full knowledge of its legal effects. Each party further declares that he or she was not acting under menace, duress, fraud or undue influence of any kind whatsoever from any person, including the other party or his or her agents in executing this Judgment. **Each party further declares and certifies that at or about the time he or she executed this Judgment they had the requisite mental capacity to read, understand and execute this Judgment.**”

Conclusion

"I give it an 8.3!"

(1989)

Weekend At Bernie's

(See below for answers to movie quotes)

Please fill out the survey. Feedback is important.

THANK YOU!

Answer to Movie Trivia Quotes

- *“I just want to tell you both good luck. We're all counting on you.”* (1980) – **Airplane**
- *“Uh-uh. No way”* (1995) – **Clueless**
- *“It's funny what a man will do to forestall his final judgment.”* (2006) - **Pirates of the Caribbean: Dead Man's Chest**

Answer to Movie Trivia Quotes

- *“If we make a mistake, I need to know you are prepared to terminate.”* (2018) – **The Replacements**
- *“What bothers me isn't that fraud is not nice. Or that fraud is mean. For fifteen thousand years, fraud and short sighted thinking have never, ever worked. Not once. Eventually you get caught, things go south. When the hell did we forget all that?”* (2015) – **The Big Short**

Answer to Movie Trivia Quotes

- *“You're a cop, for God's sake, you're supposed to uphold the law, but instead you bend it and twist it and sell it. I saw you take that bribe and resist arrest and tamper with evidence and perjure yourself under oath.”* (1986) – **The Big Easy**
- *“Nobody told you to smoke that thing. You made the decision. Live with your decision. Ain't like I put a gun to your head.”* (2001) – **Training Day**

Answer to Movie Trivia Quotes

- *“Hope is a dangerous thing. Hope can drive a man insane.”* (1994) – **The Shawshank Redemption**
- *“If I cannot change when circumstances demand it, how can I expect others to?”* (1994) - **Invictus**

Answer to Movie Trivia Quotes

- *“Happy endings are just stories that haven't finished yet.”* (2005) – **Mr. & Mrs. Smith**
- *“- Bones Roosevelt: What ever happened with that thing about your wife?
- Dr. Richard Kimble: It's not over yet.”* (1993)
– **The Fugitive**

Answer to Movie Trivia Quotes

- *“No. That's not what they teach you. They teach you contracts, precedents, interpretations.”*
(1992) – **My Cousin Vinny**
- *“- Bryan Mills: I have a daughter who wants to be a singer. I was wondering if you have any tips for her.*
- Sheerah: Yeah, I do. Tell her pick another career.”
(2008) - **Taken**

Answer to Movie Trivia Quotes

- *“The reality, Mr. Hillard, is that your lifestyle over the past months has been very unorthodox. And I refuse to further subject three innocent children to your peculiar and potentially harmful behavior. It is this court's decision to award full custody to Mrs. Hillard.”*
(1993) – Mrs. Doubtfire

Answer to Movie Trivia Quotes

- *“- Samantha Cole: I'm contesting custody.
- Fletcher Reede: What?
- Samantha Cole: If I get sole custody of the kids, that's another 10 grand in childsupport payments.”* (1997) – **Liar Liar**
- *“It's a beautiful thing, alimony. You lose a husband, you get a car. Think it'll help me pick up dudes?”* (2000) – **What Lies Beneath**

Answer to Movie Trivia Quotes

- *“Fifty percent of something is better than a hundred percent of nothing.”* (2006) - **The Fast and the Furious: Tokyo Drift**
- *“Okay, you want to bowl for some big money, eh? But I'll lose my entire bonus check because I'm so bombed.”* (1996) - **Kingpin**

Answer to Movie Trivia Quotes

- *“I read this article a while back that said that Microsoft employs more millionaire secretaries than any other company in the world. They took stock options over Christmas bonuses. It was a good move. I remember there was this photograph of one of the groundskeepers next to his Ferrari.”* (2000) – **Boiler Room**
- *“- Vanessa: Are you saying I spend too much money?
- Thornton Melon: You spend too much money? Nah. A lot of people go to Switzerland to get their watch fixed.
- Vanessa: You have no taste, Thornton.
- Thornton Melon: You're right. I married you, didn't I?”* (1986) – **Back To School**

Answer to Movie Trivia Quotes

- *“I don't want my daughters growing up entitled and spoiled. And I agree with my father: you give your children enough money to do something but not enough to do nothing.”* (2011) - **The Descendants**
- *“We settled the deal with the cars. That takes us to frequent-flyer miles. We're flying.”* (2005) – **Wedding Crashers**

Answer to Movie Trivia Quotes

- *“Show me the money!”* (2006) – **Jerry McGuire**
- *“- Walter Fielding: It doesn't make any sense, why would somebody be selling a million dollar house for a hundred thousand?
- Jack Schnittman: Who knows? A divorce, loan sharks, a scandal. The point is you get to capitalize on another human being's misfortune. That's the basis of real estate.”* (1986) – **The Money Pit**

Answer to Movie Trivia Quotes

- *“What I want... what's most important to me is that I have a guarantee...”* (1972) – **The Godfather**
- *“I want my two dollars!”* (1985) – **Better Off Dead**
- - *“Sam Beauregarde: Violet, baby, don't you sign anything there. What's this all about?”*
 - *Willy Wonka: Standard form of contract.*
 - *Sam Beauregarde: Don't talk to me about contracts, Wonka. I use 'em myself. They're strictly for suckers.*
 - *Willy Wonka: Yes, but you wouldn't begrudge me a little protection. A drop.”* (1971) – **Willy Wonka And The Chocolate Factory**