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Final Deal - Enforceable under 604.6.

1. Mitch shall pay to Hedy as nonmodifiable spousal support the sum of 3500 per mo payable ~~1/2~~ on the 1st ~~of the 15th~~ days of each month ^{due by the 1st of each month + late on the 5th} commencing 11-1-02 & continuing, until the last payment on 03-05 at which time support shall terminate forever. Unless terminated earlier by either party's death or Hedy's remarriage. ("Terminating Events") There shall be anti-*Vornacka* language in the agreement so that support cannot under any circumstances be extended beyond the terminating events. Sp. Support shall be tax deductible to Mitch & reportable as income to Hedy.

Hedy shall provide Mitch with deposit slips for the support disbursement.

2. Mitch shall pay to Hedy ^{pursuant to IRC 5104} ~~pursuant to IRC 5104~~ the sum of ~~500,000~~ \$200,000 payable by 1/2/03. This sum shall be non-taxable to Hedy.

3. Mitch shall pay to Hedy as non-modifiable, non-taxable ^{spousal support which support is} ~~* non-dischargeable in~~ bankruptcy the sum of ~~100,000~~ \$103,000 which amount shall be ~~paid~~ paid by 1/2/04. This amount shall not be ~~modifiable~~ ^{modifiable} for any reason whatsoever and shall not extend ^{and/or modify} the support set forth in IP 1. In all events the 103,000 is non-taxable ~~income~~ to Hedy & not tax deductible ~~to~~ ^{by} Mitch.

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4. In lieu of paying any uncovered medical expenses for Melissa, Mitch shall pay to Hedy

4. cont. as & for additional child support the sum of \$100.00^{per month} commencing 11-1-02 & continuing per statute. Hedy shall be responsible for paying all uncovered medical expenses for Melissa in excess of the \$100.00 contributed by Mitch.

Each party waives any reimbursement for any ^{alleged} past due medical expense arrearses for both Lisa and Melissa. Mitch shall continue to pay existing medical insurance for Melissa per ct order.

5. Mitch shall continue to pay the college expenses for Risa & Melissa when she attends college pursuant to existing Court Order as it pertains to ^{paying 1/2 of} Tuition, Room & Board. For Risa, Mitch shall pay directly to Risa the total amount of 1,350 per year by 9-1st of each year that she attends college per ct order. For Melissa, Mitch shall pay directly to Melissa the total amount of 1,500 per year by 9-1st of each year that she attends college per ct order. Mitch shall have no further obligation to pay any other college expenses for either Melissa or Risa except as set forth in this paragraph.

Mitch shall pay 1/2 the cost of maintaining medical insurance for Risa & Melissa during college per ct order. if either Risa or Melissa requests that Mitch maintain additional med. insurance thru his employment he shall provide the insurance, provided the children pay all costs. Hedy shall have no

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Mitch's obligation to make the in. payment will be extended to 2/1/02.
Mitch's obligation to make e payment will be extended to 1/1/02.
Mitch will be billed pay his payments due for 2002-2003. 2 1/2 year payments in of room & tuition.

(3)

contact with Mitch re: college expenses.
Hedy's obligation to pay college expenses shall remain per the et order. The amounts in this paragraph are non-modifiable:

6. Each party waives all reimbursement rights as of 10/29/02.

7. Each party ^{and Dianne Goldman} waives any & all claims (both known & unknown) against the other party^{ies}. The parties shall execute a 1542 waiver. Each party ^{and Dianne Goldman} shall dismiss with ~~out~~ prejudice any & all pending lawsuits against the other including but not ltd to the civil harassment case, the motion to set aside etc. Hedy shall dismiss her request for costs against Mitch in the civil action.

Hedy ^{and Mitch} shall not now or at any future time ^{for events as of 10/29/02} file a malicious prosecution action against ^{each other} Mitch & ^{and/or Dianne} waives any & all rights to do so pursuant to specific^{C.C.} 1542 language.

8. Hedy acknowledges that Dermatology Associates & Skin Medica are his separate property. If Mitch enters into a settlement with Dermatology Assoc or obtains a Judgment said proceeds would be his separate property. (W)

9. Each party shall pay their own attys fees & costs.

AKM
GB

10. Mitch shall maintain \$100,000 (death benefit) of life insurance for Hedy with a declining balance as security for spousal support.

- 11. The parties shall enter into a confidentiality Agreement regarding the terms of this Settlement. Each party agrees not to make disparaging remarks about the other and Hedy & Dianne Gold Goldman shall not make disparaging remarks about the other to 3rd parties.
- 12. If the parties don't have signed agreement by 11-15-02 the parties shall meet with Judge Murphy ^{telephonically} who shall resolve any language disputes.
- 13. This Agreement is enforceable ~~pur~~ to CCP 664.6.
- 14. The ESL settlement proceeds are confirmed to Mitch. as his separate property.
- 15. The existing Ct order re life insurance for the children shall remain in full force & effect.
- 16. The prevailing party provision in the ~~Ct order~~ ^{stip} of 9/99 shall remain in effect.
- 17. The parties agree that they cannot ^{& did not waive} waive the provisions of Fam code § 4062. ~~waive~~.
- 18. Each party has the right to enforce all Ct order & this Agreement as it pertains to themselves or the children.
- 19. Except as specifically set forth herein all Ct orders remain in full force & effect.

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20. This Agreement is effective 10/29/02.

LHM + Associates shall prepare
a. Judgment incorporating the terms
of this agreement and any prior
ct orders not modified by this Agreement.

21. The parties each agree:

- a. That this Agreement is entered into voluntarily & freely.
- b. This Agreement is entered into without duress and undue influence.
- c. The parties agree that the terms of this agreement are fair, reasonable & a compromise of all claims.
- d. The parties understand all terms & conditions of this Agreement & are willing to be bound by it.

Dated 10/29/02

Mitchell Gold
Petitioner, Mitchell Goldman

Hedy Goldin
Respondent, Hedy Goldman

Lisa Helfend Meyer
Lisa Helfend Meyer
Atty for Petitioner

Debra Hurst
Debra Hurst
Atty for Respondent

Dianna Goldman
Dianna Goldman
as to Paragraphs 7

at LHM
[Signature]
[Signature]