

# **MARITAL SETTLEMENT AGREEMENT**

## **1. INTRODUCTORY PROVISIONS**

### **1. IDENTIFICATION OF PARTIES.**

This agreement is made on this day of 2015, between Jim Sample, of 12 Pine Street San Francisco, CA 94101 United States, phone number is (555) 667-777\_, email: JimSample12345@gmail.com (hereafter referred to as "Husband"), and Mary Smith Sample of 12 Pine Street San Francisco, CA 94101 United States, phone number is (333) 444-5555, email: MarySmith123@gmail.com (hereafter referred to as "Wife").

### **2. DATE OF MARRIAGE.**

The parties were married in Salem, Oregon on 06/12/1990.

### **3. DATE OF SEPARATION.**

The date of separation of the parties was 12/25/2014.

4. County case filing is: San Francisco

5. City case filing is: San Francisco

6. Filing fee will pay as follows: Split Equally by Husband and Wife

### **7. IRRECONCILABLE DIFFERENCES.**

Irreconcilable differences have led to the irremediable breakdown of the marriage, and there is no possibility of reconciliation.

### **8. MINOR CHILD(REN) OF THE MARRIAGE.**

There are/is 1 minor child(ren) of the marriage of the parties. The minor child(ren) are/is as follows:

NAME DATE OF BIRTH GENDER

Suzy 12/23/1999 female

### **9. PURPOSE OF AGREEMENT.**

Except as otherwise provided in this agreement, the purpose of this agreement is to make a final and complete settlement of all rights and obligations between the parties, including all property rights and, if applicable, all rights and obligations concerning child custody and visitation, child support, and spousal support.

### **10. WAIVER OF FINAL DECLARATIONS OF DISCLOSURE.**

Each party hereby waives the requirements of Family Code section 2105(a) that requires the parties serve on each other final declarations of disclosure and income and expense declarations. As required by Family Code section 2105(c), the parties hereby declare as follows:

- a. Both parties have complied with Family Code section 2104 and the preliminary declarations of disclosure have been completed and exchanged;

- b. The parties have completed and exchanged current income and expense declarations;
- c. Each party has entered into this waiver knowingly, intelligently, and voluntarily;
- d. Each party understands that by entering into this waiver he/she may be affecting his/her ability to have the judgment set aside as provided by law.

## **2. CUSTODY AND VISITATION.**

### **1. CUSTODY**

- a. The parents agree that:
  - a. With respect to Suzy, the parents will have joint physical custody with mother's address for school registration.

Husband and Wife shall have joint legal custody of the minor child (ren).

- b. The maximum number of days either parent can take the child out of state without prior written notice is/are: 14.

### **2. PARENTING TIME/VISITATION.**

- a. Prior to Children entering school, husband will visit with the Children according to the following schedule: Every other weekend, and other times as agreed to in advance with the mother. The Children will be exchanged At the home of the parent delivering the children to the other parent.
- b. When Children are enrolled in school, husband will parent with the Children according to the following schedule: Every other weekend, and other times as agreed to in advance with the mother. The Children will be exchanged At the home of the parent delivering the children to the other parent.
- c. Prior to Children entering school, wife will parent the Children according to the following schedule: Every weekday, and every other weekend. The Children will be exchanged At the home of the parent delivering the children to the other parent.
- d. When Children are enrolled in school, wife will parent with the Children according to the following schedule: Every weekday, and every other weekend. The Children will be exchanged At the home of the parent delivering the children to the other parent.
- e. Husband and Wife will share current travel costs for parenting time with the Children totaling \$100.00 as follows: Equally. Future

travel costs for parenting time with the Children will be shared as follows: Equally.

### 3. HOLIDAYS.

- a. Children will spend New Years Eve as follows: Odd years with Mother
- b. Children will spend New Years Day as follows: Odd years with Father
- c. Children will spend Martin Luther King's Birthday as follows: Mother every year
- d. Children will spend President's Day as follows: Father every year
- e. Children will spend Memorial Day as follows: Mother every year
- f. Children will spend July 4th as follows: Odd years with Mother
- g. Children will spend Labor Day as follows: Odd years with Father
- h. Children will spend Veteran's Day as follows: Mother every year
- i. Children will spend Halloween as follows: Father every year
- j. Children will spend Thanksgiving Day as follows: Odd years with Mother
- k. Children will spend Christmas Eve as follows: Odd years with Mother
- l. Children will spend Christmas Day as follows: Odd years with Mother
- m. All holidays will begin and end as follows: As agreed by the parents for each upcoming holiday, at least a week in advance.
- n. Holidays which fall on Friday or Monday will include the associated weekend.
- o. Children will spend their birthday as follows: The family will gather together.
- p. Children will spend Mother's Day as follows: Mother every year.
- q. Children will spend Father's Day as follows: Father every year.
- r. Children will spend Mother's Birthday as follows: Mother every year.
- s. Children will spend Father's Birthday as follows: Father every year.

### 4. VACATIONS WITH CHILDREN.

- a. Children will spend Winter vacation as follows: Odd years with Mother.
- b. Children will spend Spring vacation as follows: Mother every year.

c. Children will spend Summer vacation as follows: Two weeks with the father, the rest with the mother.

5. CHANGING THE PARENTING SCHEDULE.

a. The parents agree to revisit this schedule as follows: If one or the parent seeks and gets agreement from the other, at least a week in advance of the change.

b. The parents agree to work out any changes in parenting schedule, and if they can't agree, they will go back to mediation to achieve an agreement.

6. DAY CARE.

a. The parent with whom the Children primary live will provide a right of first refusal to the other parent in case child care is needed for more than 4 hours.

7. RIGHT TO COMMUNICATE WITH CHILDREN.

a. Parents agree to limit calls to the Children to the following time slots: Call anytime after 9 am, and before 9 pm.

8. OTHER PARENTING PLAN MATTERS.

a. Decisions regarding Education will be made as follows: jointly.

9. NOTIFICATION OF ILLNESS.

a. Decisions regarding Non-Emergency Health Care of the Children will be made as follows: mother.

10. RELIGION.

a. Decisions regarding Religious Upbringing of the Children will be made as follows: jointly.

11. ACTIVITIES AND LESSONS.

a. Decisions regarding activities and lessons of the Children will be made as follows: jointly.

b. Decisions regarding other topics that require parent permissions, such as field trips, piercings or tattoos, of the Children will be made as follows: jointly.

12. CAMP.

a. Decisions regarding camp attendance of the Children will be made as follows: mother will decide.

13. AFFECTION AND RESPECT.

a. Husband and Wife agree to respect each other as co-parents and for each of them to have an active role in providing a moral, social, economic and educational environment for the Children.

- b. Husband and Wife both recognize the importance of the Children spending time with one another and will be flexible around the Children's schedules.
- c. Neither parent shall conceal the Children's whereabouts from the other parent.
- d. The Children will keep the current surname and not make a change, at least until the Children are eighteen years of age and old enough to make that decision for themselves.
- e. Husband and Wife will advise the other parent where the Children can be reached in the event of emergency. Neither party shall refuse nor neglect to inform the other of his or her address and phone number while the Children are in his or her care.
- f. Neither parent shall consume alcohol or illicit drugs while in the presence of the children.

#### 14. TAX FILINGS.

- a. Husband and Wife agree that they will file their next tax return as follows: separate
- b. Husband agrees to take responsibility for any additional tax, penalties, interest, and other expenses and refunds that may result from income tax audits for returns filed during the years of marriage.

#### 15. NOTICE OF CHANGE OF RESIDENCE.

- a. Neither party may change his/her residence or that of any minor child of the parties without 10 days prior written notice to the other party.

### **3. CHILD SUPPORT.**

#### 1. RESERVATION OF CHILD SUPPORT.

- a. Neither party shall pay child support to the other. Each party shall provide the direct support for the minor child(ren) for those periods when the child(ren) is/are in his/her physical custody. The Court in the parties' dissolution action shall reserve jurisdiction to order such support payable by one party to the other on a proper showing at some future time.

#### 2. BASIC PAYMENT PROVISIONS.

- a. Father shall pay \$385.00 on a every week basis to husband for child support of the Children starting on 03/30/2016 and on every 3 day of the . Child support shall be paid by Check.
- b. Father shall pay an additional \$100.00 for child care expenses related to work or education for employment skills.
- c. If child care costs are incurred in the future they should be paid as follows: Equally

d. Child support will be revisited as follows: If the husband were to lose his job, or have over a 30% reduction in gross annual income.

e. The parties' incomes, parenting time share, and other circumstances upon which this support amount is based are as follows: monthly after tax income: Husband 11500, Wife 10500, parenting time share: Husband: 50% , Wife: 50% , other circumstances: None.

f. The amount of support as determined by the state guidelines is: \$385.00.

### 3. ADDITIONAL CHILD SUPPORT.

a. Husband and Wife will share current travel costs for parenting time with the Children totaling \$100.00 as follows: Equally. Future travel costs for parenting time with the Children will be shared as follows: Equally.

b. Future costs related to college education of the Children will be shared as follows: In proportion to net income.

c. Husband and Wife will share future costs related to the education or special needs of the Children as follows: Equally.

d. Husband and Wife will share future clothing costs of the Children as follows: Equally.

e. Husband and Wife will share other costs related to the needs of the Children as follows: Any and all will be shared equally.

### 4. HEALTH AND DENTAL INSURANCE.

a. Wife shall maintain in full force and effect her current comprehensive health and dental insurance coverage or its reasonable equivalent, for the benefit of the Children.

b. The cost of insurance, currently in the amount of \$459.00 will be shared as follows: Equally.

c. Wife will maintain said coverage until the youngest child is emancipated or either party remarries.

d. If the event of a change to the current coverage the policy for the Children will be maintained as follows: Whichever parent has access to family coverage, that parent will sign up, and the cost will be split equally.

e. The dental insurance for the child(ren) should be maintained by: Wife.

f. The total monthly cost of dental insurance is: \$158.00.

g. The cost of the monthly dental insurance premium should be shared: Equally.

h. The policy for the children should be maintained: Whichever parent has access to family coverage, that parent will sign up, and the cost will be split equally.

i. The vision insurance for the child(ren) should be maintained by: Neither Parent.

#### 5. PAYMENT OF UNCOVERED HEALTH CARE EXPENSES.

The parties agree that the medical, dental, orthodontic, optical, psychiatric, psychological, and other health care expenses of each minor child, to the extent not covered by insurance shall be paid as follows: Equally.

The party incurring the expense shall present to the other party an itemized statement of costs accrued or paid, proof of payment of any costs paid by the party, and any necessary information about how to make payment to the provider, within a reasonable time, but not more than 10 days after accruing the costs. The reimbursing party shall make the required payment or reimbursement within a reasonable time, but not more than 10 days after notification of the amount due. For purposes of duration and modification, this provision shall be deemed part of the child support orders made by the court in the parties' dissolution action.

#### 6. CHILD SUPPORT STIPULATION ACKNOWLEDGMENTS.

The parties declare the following with regard to their agreement regarding child support:

- a. The parties are fully informed of their rights concerning child support, including the right to have child support awarded in accordance with legislatively determined guidelines;
- b. This order is being agreed to without coercion or duress;
- c. The agreement is in the best interests of the child(ren) involved;
- d. The needs of the child(ren) shall be adequately met by the stipulated amount;
- e. The right to support has not been assigned to a county pursuant to section 11477 of the Welfare and Institutions Code; and no public assistance application is pending;

A child support was previously filed on: in the parties dissolution case. This child support, in its entirety, shall remain in full force and effect and is incorporated by reference as the child support provisions of this agreement.

### **4. SPOUSAL SUPPORT.**

1. Both spouses acknowledge the right to seek advice on the impact of spousal support.
2. One or both spouses will seek professional tax advice around spousal support before finalizing the support amount.

3. One or both spouses have already sought professional tax advice when creating the spousal support plan.

4. BASIC PAYMENT PROVISION.

a. Husband agrees to pay \$500.00 for spousal support starting on 03/30/2016 and on every 5th day of the week. Spousal support shall be paid by Check until 1/1/2020.

b. Spousal support will end when husband dies.

c. Spousal support will end when wife dies.

d. Spousal support will end when wife gets married again.

e. Wife will include the alimony/support as part of gross income and Husband will deduct the support paid from gross income.

f. Spousal support may be modified upon changes in the lives of either the husband or the wife.

g. Spousal support should be ended when the one paying the alimony dies.

h. Spousal support should be ended when the one who gets the alimony dies.

i. Spousal support should be ended when the one paying the alimony gets married again.

j. Spousal support should be ended when the one who gets the alimony gets married again.

k. Spousal support should be continued when the one who gets the alimony finishes school.

l. Husband and wife agree that spousal support will be revisited as follows: If the husband loses his job

m. Spousal support amount will .

5. RESERVATION OF JURISDICTION.

a. The court in the parties' dissolution action shall reserve jurisdiction over the issue of spousal support payable to Wife, until the remarriage of that party, either party's death, or modification or termination by further court order, whichever occurs first. Spousal support may be ordered payable following this reservation



of jurisdiction only upon a proper showing of a change of circumstances.

## 6. TERMINATION OF JURISDICTION.

a. Husband and Wife hereby do not waive or release all rights and claims to receive support from the other party at any time.

## 7. LIFE INSURANCE FOR SUPPORTED SPOUSE.

a. A life insurance policy, to provide protection for the loss of income from support, will be provided as follows:

a. The father will procure a \$50000 policy to cover himself for the benefit of the children.

b. Each parent will update his and her will, and leave their respective assets to the children exclusively.

# 5. PROPERTY.

## 1. IDENTIFICATION AND CONFIRMATION OF SEPARATE PROPERTY.

### a. HUSBAND SEPARATE PROPERTY.

The following is/are the separate asset(s) and obligation(s) of husband, to be confirmed to husband as his separate property. Wife disclaims and waives any and all rights and interest in these assets. Husband shall pay the obligation(s) and hold wife harmless from these liabilities:

a. Jim's Family Chest currently valued at \$12,000.00 with an outstanding debt of \$0.00 shall be awarded to: husband.

b. Jim IRA currently valued at \$60,000.00 with an outstanding debt of \$0.00 shall be awarded to: husband.

### b. WIFE SEPARATE PROPERTY.

The following is/are the separate asset(s) and obligation(s) of wife, to be confirmed to her as her separate property. Husband disclaims and waives any and all rights and interest in these assets. Wife shall pay the obligation(s) and hold husband harmless from these liabilities:

a. Mary Jewelry currently valued at \$35,000.00 with an outstanding debt of \$0.00 shall be awarded to: wife.

b. Mary IRA currently valued at \$32,000.00 with an outstanding debt of \$0.00 shall be awarded to: wife.

## 2. IDENTIFICATION AND DIVISION OF COMMUNITY PROPERTY.

### a. HUSBAND COMMUNITY PROPERTY.

Husband shall be awarded and assigned, as a portion of his share of the community property, the following assets and liabilities. Wife transfers to husband as his separate property all of her rights

and interest in each asset. Husband shall pay all the obligations assigned to him and hold wife harmless from each liability:

b. WIFE COMMUNITY PROPERTY.

Wife shall be awarded and assigned, as a portion of her share of the community property, the following assets and liabilities. Husband transfers to wife as her separate property all of his rights and interest in each asset. Wife shall pay all the obligations assigned to her and hold husband harmless from each liability:

- a. 12 Pine Street currently valued at \$850,000.00 with an outstanding debt of \$250,000.00 shall be awarded to: wife  
Other provision: Split the net proceeds of the sale

3. The parties have divided to their satisfaction any and all personal property brought to or acquired by either of them during their marriage. Neither the Husband nor the Wife shall, after the date of this Agreement, make any claim or request, or bring any action against the other regarding any personal property acquired by either of them from the time of their marriage to the date of this Agreement, or in the future.

## **6. RETIREMENT BENEFITS.**

### **1. DIVISION BY FURTHER ORDER.**

- a. The parties agree to and shall cooperate in the preparation of a Qualified Domestic Relations Order or retirement benefits order for each plan, which proposed order(s) shall set forth the respective community interests of the parties and govern the disposition of benefits upon qualification by the plan(s). The court shall reserve jurisdiction over the preparation of the order(s), and division of said retirement benefits.

- b. Jim 401k owned by Community, values as 58000, with an outstanding debt of 0, shall be awarded as follows: wife: 50.0%, husband: 50%.

- c. Mary 401k owned by Community, values as 45000, with an outstanding debt of 0, shall be awarded as follows: wife: 50.0%, husband: 50%.

2. RETIREMENT BENEFITS WARRANTY. Each party warrants to the other that, to the best of his or her knowledge after checking with his or her employer, he or she is not a participant or beneficiary in or with respect to any benefit plan other than those disclosed and listed in this agreement. If either party becomes aware of his or her eligibility for or participation in any benefit plan not disclosed in this agreement that is based in any degree on service during the marriage and before separation, that party shall notify the other party of the existence of that eligibility or participation and authorize the plan to provide to the other party any information necessary to calculate the community interest, treating that interest as an omitted asset subject to the continuing jurisdiction of the court.

## **7. THE FAMILY RESIDENCE.**

### **1. TITLE**

a. 12 Pine Street owned by Community shall receive 850000 with an outstanding debt of 250000 shall be awarded to: Wife. Split the net proceeds of the sale

b. Pending sale, the parties shall hold title to the family residence located at 12 Pine Street, California, as tenants in common. As soon as practicable after the effective date of this agreement, the parties shall duly execute, acknowledge, and record a deed transferring title with respect to the residence from themselves as joint tenants to themselves as tenants in common. The change of title to tenancy in common, however, shall not be dependent on execution or recordation of such a deed.

### **2. RESERVATION OF JURISDICTION.**

The court in the parties' dissolution action shall reserve jurisdiction to make such orders relating to sale of the family residence that are necessary to carry out this agreement if the parties fail to cooperate or agree, including orders with respect to provisions regarding the residence pending sale, the sale process itself, disposition of proceeds, and tax consequences.

### **3. MODIFIABILITY.**

The provisions of this agreement with respect to the family residence are intended as additional child support and may be modified; however, Family Code section 3808, providing for a rebuttable presumption in favor of immediate sale of the residence on the occurrence of certain specified events, does not apply.

## **8. OTHER PROPERTY PROVISION.**

### **1. DISPOSITION OF AFTER-ACQUIRED ASSETS.**

All assets acquired by either party after the date of separation of the parties shall be the separate property of the party acquiring them, and each party disclaims and waives any and all rights and interest in each asset acquired by the other after that date.

### **2. ALLOCATION OF INCOME TAX REFUNDS.**

a. 2014 Tax Refund owned by 0 shall receive 12000 with an outstanding debt of 0 shall be awarded to: split evenly. 0

### **3. INCOME TAX**

a. Husband agrees to take responsibility for any additional tax, penalties, interest, and other expenses and refunds that may result

from income tax audits for returns filed during the years of marriage.

#### 4. TAX FILINGS

- a. The federal and state taxes were filled by the Mary in: 2015.
- b. The federal and state taxes were filled by the Jim in: 2015.
- c. Husband and Wife agree that they will file their next tax return as follows: separate.

### **9. OTHER GENERAL PROVISIONS.**

#### 1. OTHER PROVISIONS.

- a. Charlie the dog will stay with the mother.
- b. From the date of this Agreement husband and wife may continue to live separate and apart from one another
- c. Both parties agree that Wife waives all rights to Husband's inheritance.
- d. Both parties agree that Husband waives all rights to Wife's inheritance.

### **10. PROPERTY WARRANTIES AND REMEDIES.**

1. WARRANTY OF FULL DISCLOSURE OF EXISTENCE OF ASSETS.  
Each party warrants to the other that he or she does not have any knowledge of any community assets other than those disclosed and listed in this agreement.

#### 2. REMEDY FOR BREACH.

If either party has any knowledge of any community asset other than those disclosed and listed in this agreement, that warrantor shall transfer or pay to the warrantee, at the warrantee's election, one of the following:

- a. If the asset is reasonably susceptible to division, a portion of the asset equal to the warrantee's interest in it;
- b. The fair market value of the warrantee's interest in the asset on the effective date of this agreement, plus interest at the rate of ten percent (10%) per annum from the effective date to the date of payment;
- c. The fair market value of the warrantee's interest in the asset on the date on which the warrantee discovers the existence of the asset, plus interest at the rate of ten percent (10%) per annum from the discovery date to the date of payment.

#### 3. WARRANTY OF FULL DISCLOSURE OF EXISTENCE OF LIABILITIES.

Each party warrants to the other that he or she neither has incurred nor shall incur, on or before the effective date of this agreement, any

liability not disclosed and listed in this agreement on which the other is or may become personally liable or that could be enforced at any time against an asset held or to be received under this agreement by the other party.

#### 4. REMEDY FOR BREACH.

If either party has incurred or does incur, on or before the effective date of this agreement, any liability not disclosed and listed in this agreement on which the other is or may become personally liable or that could be enforced at any time against an asset held or to be received under this agreement by the other party, that warrantor shall fully indemnify the other with respect to the obligation, including, but not limited to, any and all liability on the obligation, attorney fees, and related costs. This provision shall not be deemed to impair the availability, in a Court of competent jurisdiction, of any other remedy arising from nondisclosure of such liabilities.

#### 5. WARRANTY REGARDING UNDISCLOSED GIFTS OR TRANSFERS.

Each party warrants to the other that he or she has made no undisclosed gifts or transfers for less than adequate consideration of any community assets with fair market values over \$250.00 without the other party's knowledge.

#### 6. REMEDY FOR BREACH.

If either party has made any undisclosed gift or transfer for less than adequate consideration of any community asset with a fair market value over \$250.00 without the other party's knowledge, that warrantor shall pay to the warrantee a sum equal to half of the fair market value of the asset transferred, with the fair market value to be determined, at the warrantee's election, as of either (a) the effective date of this agreement or (b) the date on which the warrantee discovers the transfer, less any appreciation in the asset's value attributable solely to acts of the transferee(s) and successor(s). The warrantor shall further pay to the warrantee interest at the rate of ten percent (10%) per annum from the date elected for determination of the fair market value of the asset to the date of payment. This provision shall not be deemed to impair the availability, in a court of competent jurisdiction, of any other remedy arising from undisclosed gifts or transfers for less than adequate consideration.

#### 7. WARRANTY REGARDING AFTER-ACQUIRED LIABILITIES.

Each party warrants to the other that he or she shall not incur, after the effective date of this agreement, any liability on which the other shall be or may become personally liable or that could be enforced against an asset held by the other party.

#### 8. REMEDY FOR BREACH.

If either party incurs, after the effective date of this agreement, any liability on which the other shall be or may become personally liable or that could be enforced against an asset held by the other party, that warrantor shall indemnify the other for any liability on the obligation, attorney fees, and related costs.

## **11. GENERAL PROVISIONS.**

1. Except as to any claims provided in this Agreement, after the date of this Agreement, the Husband and the Wife each expressly waives all right to take against the last will or the estate of the other party or to serve as executor or administrator of the estate of the other party unless expressly provided by will or codicil of the other party.

2. The Husband and the Wife shall each have the right to dispose of his or her property at will, or otherwise, in such manner as each may in his or her discretion decide to be proper; and neither will claim any interest in the estate of the other except to enforce any obligation imposed by this Agreement.

3. Husband and the Wife agree that each will be solely responsible for all debts individually held in their names.

4. Each party agrees that neither parent will not hereafter make any purchases or contracts or incur any expenses or debts in the name of the other or from which the other's legal representatives, property or estate are or may be liable.

5. The Husband and the Wife agree to accept the provisions set forth in this Agreement in full satisfaction and discharge of all claims, past, present and future, which either party may have against the other, and which in any way arise out of the marital relationship.

### **6. RELEASE OF LIABILITIES AND CLAIMS.**

Except as otherwise provided in this agreement, each party hereby releases the other from all interspousal obligations, whether incurred before or after the effective date, and all claims to the property of the other. This release extends to all claims based on rights that have accrued before the marriage, including, but not limited to, property and support claims. The parties have considered such claims in this agreement.

### **7. STATUS OF TEMPORARY ORDERS.**

All temporary orders previously rendered by the court in the pending dissolution action of the parties shall be deemed fully satisfied as to those acts whose performance was required on or before the effective date of this agreement and shall be deemed superseded by this agreement as to those acts whose performance was not so required.

### **8. ENTIRE AGREEMENT.**

This agreement contains the entire agreement of the parties on these matters, superseding any previous agreement between them.

### **9. RECONCILIATION.**

If the parties reconcile, this agreement shall nevertheless remain in full

effect unless and until it is modified or revoked in writing signed by both parties.

#### 10. MODIFICATION BY SUBSEQUENT AGREEMENT.

This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, an oral agreement to the extent that the parties execute it, or an in-court oral agreement made into an order by a court of competent jurisdiction.

#### 11. NOTICE OF BANKRUPTCY FILING.

If either party decides to claim any rights under the bankruptcy laws, that party must notify the other of this intention in writing at least ten (10) days before filing the petition. Such notice must include, but not necessarily be limited to, the name, address, and telephone number of the attorney, if any, representing the party in that proceeding and the court in which the petition shall be filed.

#### 12. ATTORNEY FEES IN ACTION TO ENFORCE OR MODIFY AGREEMENT.

Except as to reserved issues, the prevailing party in any action or proceeding to enforce or modify any provision of this agreement, or any corresponding provision of a subsequent judgment into which the provision is merged, shall be awarded reasonable attorney fees and costs. For the moving party to be deemed the prevailing party for purposes of this provision, at least ten (10) days before the filing of any motion he or she must provide written notice to the other party specifying the alleged breach or default, if capable of being cured, or the modification requested. The other party must then be allowed to avoid implementation of this provision by curing the breach or default specified or executing an agreement for the modification requested during the ten-day period.

#### 13. COOPERATION IN IMPLEMENTATION OF AGREEMENT.

On demand of the other party and without undue delay or expense, each party shall execute, acknowledge, or deliver any instrument, furnish any information, or perform any other acts reasonably necessary to carry out the provisions of this agreement. If a party fails to execute any document as required by this provision, the court may appoint the court clerk or his or her authorized designee to execute the document on that party's behalf.

#### 14. EFFECTIVE DATE.

The effective date of this agreement shall be the date of its execution by the second of the parties to do so.

#### 15. COURT ACTION.

If a judgment of dissolution of marriage is obtained by either party, the original of this agreement shall be attached to the judgment. The court shall be requested to do the following:

- a. Approve the entire agreement as fair and equitable;
- b. Order the parties to comply with all of its executory provisions;

c. Merge the provisions relating to child custody and visitation, child support, spousal support, future acts with respect to property division, attorney fees and costs, and income tax, and only those provisions, into the judgment;

d. Incorporate the remainder of the agreement in the judgment for the sole purpose of identification.

#### 16. ACKNOWLEDGMENTS.

Each party acknowledges that he or she respectively (1) is fully informed as to the facts relating to the subject matter of this agreement, and as to the rights and liabilities of both parties; (2) enters into this agreement voluntarily, free from fraud, undue influence, coercion, or duress of any kind; (3) is representing themselves in an “in pro per” status and is therefore not represented by legal counsel; (4) prior to executing this agreement, either party may have this agreement reviewed by an attorney; and (5) has read, considered, and understands each provision of this agreement.



**SIGNATURES AND DATES.**

The foregoing is agreed to by:

Date :

\_\_\_\_\_  
Mary Smith Sample

\_\_\_\_\_  
Jim Sample

**STATE OF CALIFORNIA )  
ACKNOWLEDGMENT )  
COUNTY OF SAN FRANCISCO )**

THIS IS TO CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public in and for the State of California, duly commissioned and sworn as such, personally appeared Mary Smith Sample, known to me and to me known to be the individual described in and who executed the foregoing agreement, and she acknowledged to me, under penalty of perjury, that the facts stated therein are true and correct to the best of her knowledge and that she signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first hereinabove written.

\_\_\_\_\_  
Notary Public in and for California  
My Commission Expires:

\_\_\_\_\_

**STATE OF CALIFORNIA )  
ACKNOWLEDGMENT )  
COUNTY OF SAN FRANCISCO )**

THIS IS TO CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public in and for the State of California, duly commissioned and sworn as such, personally appeared Jim Sample, known to me and to me known to be the individual described in and who executed the foregoing agreement, and she acknowledged to me, under penalty of perjury, that the facts stated therein are true and correct to the best of her knowledge and that she signed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first hereinabove written.

\_\_\_\_\_  
Notary Public in and for California  
My Commission Expires:

\_\_\_\_\_