

MARITAL SETTLEMENT AGREEMENT

i. IDENTIFICATION OF PARTIES

This agreement is made between JOI MONTRIEF hereafter referred to as “Petitioner” and , hereafter referred to as MICHAEL MONTRIEF, “Respondent”.

ii. DATE OF MARRIAGE

The parties were married on January 18, 2016 and separated on September 4, 2020.

iii. IRRECONCILABLE DIFFERENCES

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

iv. MINOR CHILD(REN) OF THE MARRIAGE

There are no minor children of the marriage.

v. 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.

vi. SPOUSAL SUPPORT

a. Reservation of Jurisdiction

The court in the parties’ dissolution action shall reserve jurisdiction over the issue of spousal support payable to Petitioner, 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.

b. Termination of Jurisdiction

Respondent hereby waive(s) and release(s) all rights and claims to receive support from the other party at any time. No court shall have jurisdiction to order

1 spousal support payable by Petitioner to the other party at any time, regardless of
2 any circumstances that may arise.

3 **vii. PROPERTY**

4 **a. Separate Property**

5 **i. Petitioner's Separate Property**

6 The following are the separate assets and obligations of Petitioner, to be
7 confirmed to her as her separate property. Respondent disclaims and waives any
8 and all rights and interest in these assets. Petitioner shall pay the obligation(s) and
9 hold Respondent harmless from these liabilities, if any (continued on Exhibit "A"
10 if required, incorporated herein by reference):

11 **ii. Respondent Separate Property**

12 The following is the separate assets and obligations of Respondent, to be
13 confirmed to his separate property. Petitioner disclaims and waives any and all
14 rights and interest in these assets. Respondent shall pay the obligation(s) and hold
15 Petitioner harmless from these liabilities, if any (continued on Exhibit "B" if
16 required, incorporated herein by reference):

17 **b. Identification and Division of Community Property**

18 Petitioner shall be awarded and assigned, as a portion of her share of the
19 community property, as listed on Exhibit "C" and incorporated herein by reference.

20 Respondent shall be awarded and assigned, as a portion of his share of the
21 community property, as listed on Exhibit "D" and incorporated herein by reference.

22 **c. Credit Card Debt, Personal Loans and Other Liabilities**

23 There are no community credit card debts, personal loans, or other
24 liabilities. Each party shall be assigned their separate liabilities generated after the
25 date of separation.

26 **d. Equalization Payment**

27 To achieve an equal division of the community property, Respondent shall
28 pay to Petitioner, on or before September 1, 2021, the sum of \$5,000.00. If

1 however, this sum is not paid in full on or before the due date, Respondent shall
2 pay interest at the rate of ten percent (10%) annually from the due date to the date
3 of payment.

4 **viii. OTHER PROPERTY PRORVISION**

5 **a. Disposition of After-Acquired Assets**

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

9 **b. Allocation of Income Tax Refunds**

10 Each party to file their taxes separately. Each party to be responsible for any tax
11 liability or anticipated refund in connection with their federal and state income tax returns.

12 **ix. OTHER GENERAL PROVISIONS**

13 The parties stipulate to the following additional terms of this agreement:

14 **a. Warranty of Full Disclosure of Existence of Assets**

15 Each party warrants to the other that he or she does not have any knowledge of
16 any community assets other than those disclosed and listed in this agreement.

17 **b. Remedy for Breach**

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

21 (a) If the asset is reasonably susceptible to division, a portion of the asset
22 equal to the warrantee's interest in it;

23 (b) The fair market value of the warrantee's interest in the asset on the
24 effective date of this agreement, plus interest at the rate of ten percent (10%) per annum from the
25 effective date to the date of payment; or

26 (c) The fair market value of the warrantee's interest in the asset on the date
27 on which the warrantee discovers the existence of the asset, plus interest at the rate of ten percent
28 (10%) per annum from the discovery date to the date of payment.

1 This provision shall not be deemed to impair the availability, in a court of
2 competent jurisdiction, of any other remedy arising from nondisclosure of community assets.

3 **c. Warranty of Full Disclosure of Existence of Liabilities**

4 Each party warrants to the other that he or she neither has incurred nor shall incur,
5 on or before the effective date of this agreement, any liability not disclosed and listed in this
6 agreement on which the other is or may become personally liable or that could be enforced at
7 any time against an asset held or to be received under this agreement by the other party.

8 **d. Remedy for Breach**

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

17 **x. GENERAL PROVISIONS**

18 **a. Release of Liabilities and Claims**

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

24 **b. Waiver of Right on Death of Other Party**

25 Each party hereby waives the right to receive any property or rights whatsoever
26 on the death of the other, unless such right is created or affirmed by the other under a will or
27 other written document executed after the effective date of this agreement. Each party believes
28 that he or she has received a fair and reasonable disclosure of the property and financial

1 obligations of the other party. Each party's waiver is intended to be an enforceable waiver of that
2 party's rights under Probate Code sections 140-147.

3 The rights waived include, but are not limited to, rights to any of the following:

- 4 (a) Property that would pass from the decedent by intestate succession;
- 5 (b) Property that would pass from the decedent by testamentary disposition;
- 6 (c) A probate homestead;
- 7 (d) The setting aside of exempt property;
- 8 (e) A family allowance;
- 9 (f) The setting aside of an estate;
- 10 (g) An election to take community or quasi-community property against the

11 decedent's will;

12 (h) The statutory share of an omitted spouse;

13 (i) An appointment as executor or administrator of the decedent's estate, except
14 as the nominee of a third party legally entitled to make such a nomination;

15 (j) Property that would pass from the decedent by nonprobate transfer, such as
16 the survivorship interest under a joint tenancy, a Totten trust account, or a payable-on-death
17 account; and

18 (k) Proceeds as a beneficiary of any type of insurance policy.

19 **xi. ENTIRE AGREEMENT**

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

22 **a. Reconciliation**

23 If the parties reconcile, this agreement shall nevertheless remain in full effect
24 unless and until it is modified or revoked in a writing signed by both parties.

25 **b. Modification by Subsequent Agreement**

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

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c. 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.

d. 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.

e. 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.

f. Effective Date

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

g. Court Action

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

4 (a) Approve the entire agreement as fair and equitable;

5 (b) Order the parties to comply with all of its executory provisions;

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

9 (d) Incorporate the remainder of the agreement in the judgment for the sole
10 purpose of identification.

11 **h. Acknowledgements**

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

19 **xii. SIGNATURES AND DATES**

20
21 The foregoing is agreed to by:

22
23 DATE: _____

JOI MONTRIEF, Petitioner

24
25 DATE: _____

DocuSigned by:



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MICHAEL MONTRIEF, Respondent

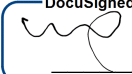
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As to Form and Function:

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BRUCE A BOICE, Attorney for Petitioner

DATE: _____

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MICHAEL MONTRIEF, In Pro per