action for fraud upon the court as clear and convincing evidence. See also, Lubbe v. Barba, 91 Nev. 596, 598, 540 P.2d 115, 117 (1975)" Hindenes v. Whitney 101 Nev. 175, 178, 697 P.2d 932, 935 (1985). So the burden of proof for "fraud upon the court" is clear and convincing evidence.

Further, Kerley v. Kerley, 111 Nev. 462, 893 P.2d 358 (1995) established clear and convincing evidence to overcome the presumption of an interspousal gift. The actual quote is set forth below.

d. OVERCOMING PRESUMPTION OF INTERSPOUSAL GIFT

Nevada law is clear. An interspousal gift is presumed valid and can only be overcome by clear and convincing evidence. Kerley v. Kerley, 111 Nev. 462, 464, 893 P.2d 358, 359 (1995) states as follows :

> We have consistently held that a spouse to spouse conveyance of title to real property creates a presumption of gift that can only be overcome by clear and convincing evidence. Graham v. Graham, 104 Nev. 473, 760 P.2d 772 (1988); Todkill v. Todkill, 88 Nev. 231, 495 P.2d 629 (1972); Peardon v. Peardon, 65 Nev. 717, 201 P.2d 309 (1948); Petition of Fuller, 63 Nev. 26, 159 P.2d 579 (1945). Moreover, property acquired by gift during marriage is separate property pursuant to NRS 123.130, and therefore is not community property pursuant to NRS 123.220. Therefore, the 1983 quitclaim deed vesting title in Thomas's name only is presumed to be a gift of Nancy's interest unless clear and convincing evidence establishes otherwise.

No consideration is required for a gift. Indeed, "It is of the essence of any gift that there be no consideration." Pac. Magnesium, Inc. v. Westover, 86 F. Supp. 644 (S.D. Cal. 1949)

In California, a gift requires "(1) competency of the donor to contract; (2) a voluntary intent on the part of the donor to make a gift; (3) delivery [*13] . . . (4) acceptance . . .; (5) complete divestment of all control by the donor; and (6) lack of consideration for the gift." Burkle v. Burkle, [redacted] n.5, 46 Cal. Rptr. 3d [redacted] App. 2006) (internal quotations omitted)

Nevada adopted the same definition in Schmanski v. Schmanski, 115 Nev. 247, 252, 984 P.2d 752, 757 (1999)

According to American Jurisprudence:

> A valid inter vivos gift requires an intention on the part of the donor to make a present transfer, actual or constructive delivery of the gift to the donee, and acceptance by the donee.
> 38 Am. Jur. 2d Gifts § 17 (1999) (footnotes omitted)

e. STATUTE OF FRAUDS SATISFIED

The statute of frauds requires conveyances of interests in land be in writing. The conveyance of the Subject Property to Luba by Enrique on March 13, 2018 satisfies Nevada's statute of frauds, NRS 111.205.

> NRS 111.205 No estate created in land unless by operation of law or written conveyance; leases for terms not exceeding 1 year.
> 1. No estate or interest in lands, other than for leases for a term not exceeding 1 year, nor any trust or power over or concerning lands, or in any manner relating thereto, shall be created, granted, assigned, surrendered or declared after December 2, 1861, unless by act or operation of law, or by deed or **conveyance, in writing, subscribed by the party creating, granting, assigning, surrendering or declaring the same**, or by the party's lawful agent thereunto authorized in writing.

DISCUSSION

PRIOR EVIDENCE IN THE CASE, ALONG WITH ADDITIONAL EVIDENCE AFTER TRIAL, PROVES THAT ENRIQUE'S DURESS ALLEGATIONS FAIL

Insitu, Inc. v. Kent, No. CV-08-3067-EFS, 2009 U.S. Dist. LEXIS 61190 (E.D. Wash. June 17, 2009) logically states that the one asserting a claim of duress bears the burden of proving that he "was deprived of free will in signing the contract ." Duress

requires "threats regarding the safety or liberty of himself . . . as to deprive him of the free exercise of his will".

Enrique's testimony about being prevented from seeing his daughter is contradicted by his own testimony that he lived at the Subject Property between January and August, 2018 [Exhibit 4, 33:21-22 and that he was coming back and forth from January, 2018 through August, he lived there the entire month of April, 2018 [Exhibit 4, 119 and 120] . His testimony about not reading the conveyance he signed would apply to any remorseful donor after a gift is made. It certainly is not a basis for a fraud finding. Enrique stating that he did not have the conveyance translated into Spanish [Exhibit 4, 127:1 and 15] simply falls short of duress. It's solely self-serving testimony, contradicted by Notary Gallegos who speaks Spanish [Exhibit 8]. Further, Enrique's testimony, beyond lacking any independent support, is directly contradicted by his actions, the declaration of Notary Gallegos, and Luba's testimony

The conveyance is an interspousal gift, not a contract. Even viewed in contract terms, Enrique's duress claim fails because he was not deprived of free will to sign the conveyance. The record is devoid of any evidence of threats regarding the safety or liberty to Enrique.

> In a contract case where one party seeks avoidance of the contract because of duress, and some other party files a motion for summary judgment on that duress claim, the non-moving party then has the burden of producing admissible evidence which by itself or together with reasonable inferences therefrom creates a genuine issue of material fact that the non-moving party was under the kind of duress that voids the contract. See Celotex Corp., 477 U.S. at 322 (discussing, generally, the burden that must be met to survive a motion for summary judgment). In Washington, the standard for duress sufficient to void a contract is greater than reluctance, financial embarrassment, or pecuniary necessity; rather, the party asserting duress must have been deprived of free will in signing the contract. Retail Clerks Health & Welfare Trust Funds v. Shopland Supermarket, 96 Wn.2d 939, 944-45, 640 P.2d 1051 (1982).

The citation to Celotex Corp. v. Catrett, 477 U.S. 317, [redacted]2548 (1986) is the seminal case on summary judgment.

Bland v. Badger, No. 1:19-cv-00702-DAD-EPG (PC), 2020 U.S. Dist. LEXIS 16338 (E.D. Cal. Jan. 30, 2020) states California law regarding duress as follows :

> A contract "may be set aside for duress only if it was . . . obtained by so oppressing a person by threats regarding the safety or liberty of himself . . . as to deprive him of the free exercise of his will. . . ." In re Marriage of Broderick, 209 Cal. App. 3d 489, 257 Cal. Rptr. 397, 402 (Cal. Ct. App. 1989) (citations and internal quotation marks omitted). "Merely being put to a voluntary choice of perfectly legitimate alternatives is the antithesis of duress. . . . Encouragement is a far cry from coercion or denial of choice." In re Exec. Life Ins. Co., 32 Cal. App. 4th 344, 38 Cal. Rptr. 2d 453, 481 (Cal. Ct. App. 1995) (citing United States v. Washington, 431 U.S. 181, 187-188, [redacted] 1814, 52 L. Ed. 2d 238 (19

Counsel could not find a Nevada case defining duress in a contract case. An unpublished Nevada Court of Appeals divorce decision cites to the Georgia definition.

Newell v. Newell, 2017 Nev. App. Unpub. LEXIS 383

> Georgia defines duress as "threats of bodily or other harm, or other means amounting to coercion, or tending to coerce the will of another, and actually inducing him to do an act contrary to his free will," and requires that "[t]he threats . . . be sufficient to overcome the mind and will of a person of ordinary firmness." See Hiers v. Estate of Hiers, 278 Ga. App. 242, 628 S.E.2d 653, 657 (Ga. Ct. App. 2006)

Enrique's allegations of duress are ridiculous. He could have refused to sign the conveyance. He could have called the police if he felt threatened or harassed. He could have asked for protection or assistance. He NEVER raised this issue to Luba, or any other person, after signing the conveyance on March 14, 2018 before notary Patricia V. Gallegos, until it became an issue at trial.

Plainly, this is just a fabricated argument by Enrique. It is supported solely by his own self-serving testimony with no collaborating evidence. ALL the evidence is contradictory. The notary spoke Spanish, so he could have asked her to translate it if he didn't understand the two sentence document. Enrique was STAYING at the house with Luba and their daughter, so testifying Luba was withholding his daughter is ludicrous.

PROMISSORY ESTOPPEL

Cheqer, Inc. v. Painters & Decorators Joint Committee, Inc., 98 Nev. 609, 614, 655 P.2d 996, 998-999 (1982) states the Nevada law of promissory estoppel.

> "To establish promissory estoppel four elements must exist: (1) the party to be estopped must be apprised of the true facts; (2) he must intend that his conduct shall be acted upon, or must so act that the party asserting estoppel has the right to believe it was so intended; (3) the party asserting the estoppel must be ignorant of the true state of facts; (4) he must have relied to his detriment on the conduct of the party to be estopped."

In this case, the Court is the party to be estopped from enforcing the MSA, and the Court itself violated the confidential communications by placing findings it did not make, but would have made, on the record. Luba analyzes the elements in turn below.

(1) the party to be estopped must be apprised of the true facts.
The Court knew the true facts of it's discussion off the record on October 12, 2021.

(2) he must intend that his conduct shall be acted upon, or must so act that the party asserting estoppel has the right to believe it was so intended.
The Court intended Luba to concede her argument about the interspousal transfer on threat that if she did not, she would be forced to pay Enrique's attorney fees.

(3) the party asserting the estoppel must be ignorant of the true state of facts.
Luba thought the matter was ended. No findings were on the record. The Court sua sponte placed on the record "what the findings would have been". These included a finding of fraud.

(4) he must have relied to his detriment on the conduct of the party to be estopped.
Luba relied on the Court's representations to enter into the Marital Settlement Agreement dated December 7, 2021.

CONCLUSION

Luba seeks (1) a new trial on the issue of the Subject Property, or (2) to alter or amend the Decree to reflect that the MSA attached thereto is altered to her owning 100% of the Subject Property. She does not want to set aside the divorce, solely the designation of the Subject Property as community property as the conveyance from Enrique on March 14, 2018 was valid. Luba conceded to the terms of the MSA to avoid findings being placed on the record, but on December 22, 2021 those findings were placed in the public record at a hearing which was scheduled, and then held, in violation of the bankruptcy automatic stay.

/s/ Benjamin B. Childs, Sr.
BENJAMIN B. CHILDS, Sr. ESQ.
NEVADA BAR # 3946
Attorney for LUBA SNOW

Exhibits

1 Stipulated Decree of Divorce, with Exhibit 1 MSA, filed December 8, 2021
2 Luba's bankruptcy discharge filed March 22, 2022
3 Conveyance signed by Enrique March 14, 2018
4 Trial Transcript of October 11, 2021 [excerpt]
5 Trial Transcript of October 12, 2021
6 Hearing Transcript of December 22, 2021
7 Amended Schedule B and C filed January 5, 2022
8 Declaration of Patricia V. Gallegos

DECLARATION OF LUBA SNOW

I, LUBA SNOW , being first duly sworn, deposes and states the following:

1. I am the Plaintiff in the aforementioned matter.

2. I have read the foregoing MOTION TO AMEND OR MAKE ADDITIONAL FINDINGS OF FACTS [NRCP 52(b)] AND/OR TO ALTER OR AMEND JUDGMENT [NRCP 59(e)] AND/OR CORRECT CLERICAL ERROR [NRCP 60(a) AND (b)] and the factual averments it contains are true and correct to the best of my knowledge, except as to those matters based on information and belief, and as to those matters, I believe them to be true. Those factual averments contained in the referenced filing are incorporated here as if set forth in full.

Specifically, in January, 2018 Enrique told me he didn't want to be married, he didn't want to be a father and he wanted to move back to Mexico. He and I had a deal that he would sign the house over and I would let him know when his settlement comes in. Enrique moved to Mexico in January, 2018. Enrique came back from Mexico in the end of February, 2018 and I allowed him to stay in the house and he was able to see [redacted] as much as he wanted. I did not restrict him in any way. While Enrique was in Mexico, we exchange texts and FaceTimed him w[redacted] I did not have any discussions with Enrique about the house that involved [redacted] When we went to the bank to sign the conveyance I told Enrique that the document he was signing stated his name and that he was giving up his rights to the house. His response to me was that he agrees, the house is for me and the baby. I did not threaten to deport him if Enrique didn't sign the conveyance. Enrique was not uncomfortable at the time of signing the conveyance. He did not ask me if he could take it to the lawyer. We both understood the transfer was to be a gift to me. I had typed up the page Enrique signed while he was in the house with me and I showed it to Enrique before we went to the bank with [redacted] to sign it because I knew it had to be notarized. But I forgot to include parcel number in the conveyance and I did not call the document a quitclaim deed because I did not know the process. I am a native of [redacted] and was and am unfamiliar with the laws and procedures in the United States. I took the conveyance which Enrique had signed to the paralegal and she added the top page because I was missing a parcel number. I took it to recorder's office and at the recorder's office they added the 3rd page, the Declaration of Value Form, and recorded it..

In 2015 Enrique's English was good enough to work in a 5 Diamond restaurant at the Aria hotel. He has been in the United States since 2013. He signed the house over in 2018, five years later. I am a non-native English speaker also but Enrique and I both understood what we did in 2018.

There was never a joint preliminary injunction issued in this case.

I never intended to commit fraud on anyone. I've been honest and straightforward with everyone about what happened.

3. Pursuant to NRS 53.045, I declare under penalties of perjury that the foregoing is true and correct.

Executed on April 11, 2022 /s/ LUBA SNOW

_____ _____
(date) (signature)

DECLARATION OF COUNSEL

I am the attorney for Plaintiff LUBA SNOW in Clark County case # D-18-575860-D, LUBA SNOW v. ENRIQUE IVAN VELAZQUEZ-GONZALEZ.

I spoke to Mr. Grimes on the phone on the phone on March 16, 1022 to seek to resolve the issue without having to involve the court. That communication received a written response from Mr. Grimes summarizing Luba's position and denying Luba's request. Thus, I file the instant motion.

Pursuant to NRS 53.045, I declare under penalties of perjury that the foregoing is true and correct.

Executed on April 11, 2022 /s/ Benjamin B. Childs

_____ _____
(date) (signature)

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that on February 9, 2022 I electronically filed this MOTION TO AMEND OR MAKE ADDITIONAL FINDINGS OF FACTS [NRCP 52(b)] AND/OR FOR A NEW TRIAL [NRCP 59(a) AND/OR TO ALTER OR AMEND JUDGMENT [NRCP 59(e)] AND/OR CORRECT CLERICAL ERROR [NRCP 60(a) AND (b)], with Exhibits, and it was eserved through the 8th Judicial District Court electronic filing system to opposing counsel. Electronic service is in lieu of mailing.

/s/ Benjamin B. Childs, Sr.
BENJAMIN B. CHILDS, SR, ESQ.
Nevada Bar No.: 3946
Attorney for Plaintiff

Electronically Filed
12/10/2021 9:19 AM
Steven D. Grierson
CLERK OF THE COURT

NED
R. NATHAN GIBBS, ESQ.
Nevada Bar No. 5965
KELLEHER & KELLEHER, LLC
[redacted]
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

LUBA GONZALEZ,

Plaintiff,

v.

ENRIQUE IVAN VELASQUEZ-GONZALEZ,

Defendant.

CASE NO.: D-18-575860-D
DEPT. NO.: I

NOTICE OF ENTRY OF DECREE

TO: ALL PARTIES IN INTEREST:

YOU ARE HEREBY GIVEN NOTICE that an STIPULATED DECREE OF DIVORCE was filed on December 8, 2021. A copy of said Decree is attached hereto.

DATED this 10th day of December, 2021.

KELLEHER & KELLEHER, LLC

/s/R. Nathan Gibbs
R. NATHAN GIBBS, ESQ.
Nevada Bar No. 005965
[redacted]
Attorney for Plaintiff

LAW OFFICES
KELLEHER & KELLEHER LLC
40 SOUTH STEPHANIE STREET, SUITE 201
HENDERSON, NEVADA 89012
(702) 384-7494
Facsimile (702) 384-7545

CERTIFICATE OF MAILING

I hereby certify that I am an employee of KELLEHER & KELLEHER, LLC., and that on the 10th day of December, 2021, I caused the above and foregoing NOTICE OF ENTRY OF DECREE, to be served as follows:

[X] Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

[ ] By placing the same to be deposited in the United States Mail, in a sealed [redacted] upon which First Class postage was prepaid in Las Vegas, Nevada;

[ ] Pursuant to EDCR 7.26, to be sent via facsimile, by duly executed consent for service by electronic means.

To the following attorney(s) listed below at the address, email address, and/or facsimile number indicated below:

Melvin R. Grimes, Esq.
[redacted] Law Group
[redacted]

/s/Stacey L. Stirling
An employee of KELLEHER & KELLEHER, LLC.

LAW OFFICES
[redacted] & KELLEHER, LLC
[redacted]
SON, NEVADA 8
702) 384-7494

ELECTRONICALLY SERVED
12/8/2021 10:00 AM

Electronically Filed
12/08/2021 9:59 AM
CLERK OF THE COURT

DECD
R. NATHAN GIBBS, ESQ.
Nevada Bar No. 5965
KELLEHER & KELLEHER, LLC
[redacted]
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

LUBA GONZALEZ, Plaintiff, v. ENRIQUE IVAN VELAZQUEZ-GONZALEZ, Defendant.	CASE NO.: D-18-575860-D DEPT. NO.: P

LAW OFFICES
KELLEHER & KELLEHER, LLC
[redacted]
Facsimile (702) 384-7545

STIPULATED DECREE OF DIVORCE

COMES NOW Plaintiff LUBA GONZALEZ, now known as LUBA SNOW, being represented by R. Nathan Gibbs, Esq., of the law firm Kelleher & Kelleher, LLC., and the Defendant, ENRIQUE IVAN VELAZQUEZ-GONZALEZ being represented by Melvin Grimes, Esq of Roberts Stoffel Family Law Group, having reached a full settlement and agreement of all issues before the Court, which were placed on the record in open court on October 11 and October 12, 2021, which is more fully set forth in their marital settlement agreement, a copy of which is attached hereto, the Court Finds as follows:

1. That this Court has complete jurisdiction in the premises, both as to the subject matter thereof as well as the parties hereto. Plaintiff, LUBA GONZALEZ, now known as LUBA SNOW is now and for more than six weeks preceding the commencement of this action has been, an actual, bona fide resident of the County of Clark, State of Nevada, and during all said period of time has been actually, physically and corporeally present, residing and domiciled in Clark County, State of Nevada.

2. The parties were married on on March 30, 2013 in Las Vegas, Nevada, and have ever since been, and still are, husband and wife.

3. The parties are incompatible in marriage and there is no possibility of reconciliation.

4. The parties have one minor child born the issue of this marriage to wit [redacted] Gonzalez born [redacted] Plaintiff is currently not pregnant and there are no adopted minor children.

WHEREFORE, IT IS HEREBY ORDERED ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between the parties are hereby wholly dissolved, set aside and forever held for naught, and an absolute decree of divorce is hereby granted to the parties, and each of them, are hereby restored to the status of a single, unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Settlement Agreement signed by the parties is hereby incorporated and merged into this Decree by reference, attached hereto and marked as Exhibit 1, and addresses division of assets and debts. The Marital Settlement Agreement was executed and acknowledged pursuant to NRS 123.270.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all matters regarding community property and debt, and alimony are addressed in the parties' Marital Settlement Agreement attached hereto as Exhibit 1.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Decree of Divorce, including the incorporated and merged Marital Settlement Agreement, constitute a full and final settlement between the parties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff has during the pendency of this action legally changed her name to LUBA SNOW, and hereafter shall be known as LUBA SNOW.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall do each and every act required by and comply fully with each and every provision set forth in this Decree. in its entirety. If either party fails to comply with this Decree, such party, among other things, shall be subject to this Court's power to impose penalties of contempt upon him or her, and the one failing to comply with this Decree shall be assessed with all attorney's fees and costs of the other party.

LAW OFFICES
KELLEHER & KELLEHER LLC
40 S. STEPHANIE STREET, SUITE #201
HENDERSON, NEVADA 89012
Facsimile: (702) 384-7545

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Case # 84759 Docketing Statement
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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if any claim, action or proceeding is brought seeking to hold a party liable on account of any debt, obligation or liability assumed by the other party, the party who has assumed the debt, obligation or liability will, at his or her sole expense, defend the other against any such claim or demand, and he or she will indemnify, defend and hold harmless the other party.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall execute any and all legal documents, certificates of title, bills of sale, deeds or other evidence of transfer necessary to effectuate this Decree. Shall either party fail to execute any of said documents to transfer interest to the other, then it is agreed that this Decree shall constitute a full transfer of the interest of one to the other, as herein provided.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that neither party contract any debts, charges or liabilities whatsoever for which the other's property or estate shall or may become [redacted] harmless and indemnify therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Decree of Divorce shall constitute a release of any and all claims, whether civil or otherwise, that may have been filed by either party against the other through and including the date of this Decree that any motions pending with the court are hereby vacated. The parties both agreed to settle and not proceeding with litigation and/or trial.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that both parties agree to waive their right to written notice of entry, appeal, findings of fact and conclusions of law, and/or the right to seek Rule 60(b) relief or other post-judgment relief from this Court, except motions to compel compliance with this Decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that both parties shall confidentially file their Social Security numbers with the court clerk pursuant to NRS 125.130.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to NRCP 70 the court clerk may sign any and all documents necessary to effectuate the terms of this divorce if either party is unwilling or unable to do so after the decree of divorce is entered.

LAW OFFICES
[redacted] LLC
(702) 384-7494

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties have agreed that the provisions in this Decree of Divorce are fair and reasonable, and voluntarily agree to be bound by all its terms.

Dated this 8th day of December, 2021

Submitted by:

KELLEHER & KELLEHER, LLC

R. NATHAN GIBBS, ESQ.
Nevada Bar No. 5965

Attorney for Plaintiff

Approved as to form and content:

188 434 5A7E 9EA2
Mary Perry
District Court Judge

ROBERTS STOFFEL FAMILY LAW

MELVIN GRIMES, ESQ.
Nevada Bar No. 12972

Attorney for Defendant

[redacted]

LAW OFFICES
KELLEHER & KELLEHER, LLC

EXHIBIT 1

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made on this 7th day of December, 2021, by and between ENRIQUE IVAN VELAZQUEZ-GONZALEZ, hereinafter referred to as Husband, and LUBA SNOW, formerly known as LUBA GONZALEZ, hereinafter referred to as Wife (or jointly referred to as "the parties"), with reference to the following facts:

A. The parties were married on March 30, 2013 in Las Vegas, Nevada.

B. [redacted]

C. Irreconcilable differences and incompatibility arose between Husband and Wife.

D. The parties have a pending divorce action in the Eighth Judicial District Court, Clark County Nevada, Family Division in case number D-18-575860-D.

E. The parties intend that this Agreement will be incorporated and merged into and become a part of their final Decree of Divorce.

F. Husband was born on [redacted] Wife was born on [redacted]

G. Wife has been represented by R. Nathan Gibbs, Esq. from December 18, 2019 through-October 15, 2020, and from February 9, 2021 to present. Husband has been represented by Melvin R. Grimes Esq. since March 18, 2019.

ARTICLE 1

PURPOSES OF AGREEMENT

1.1. Final Settlement. To make a final and complete settlement of all property rights and debt obligations between the parties, as well as all issues relating to child custody and visitation, other than the issue of the child's schooling.

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1.2. Support. To resolve, finally, the support rights and obligations, including spousal support and child support between the parties; and

1.3. Claims. To relinquish any and all past, present, or future claims that each may have against the property or estate of the other, or of his or her executors, administrators, representatives, successors, and assigns, except as otherwise provided herein.

WHEREFORE, the parties agree to the following:

ARTICLE 2

EFFECTIVE DATE

2.1. Effective Upon Execution. This Agreement will be effective as of October 12, 2021, when these agreements were placed on the record in open court, and the parties were divorced by the Court.

ARTICLE 3

SPOUSAL SUPPORT

3.1. Waiver of Spousal Support. Husband and Wife each forever waive the right to receive any spousal support from the other. Husband and Wife each acknowledge that they have been advised that the waiver of spousal support is permanent, and nonmodifiable. Each understands that even if this agreement works a financial hardship on either party in the future, they cannot hereafter seek spousal support nonetheless. With full knowledge of the foregoing, each party enters into this waiver spousal support freely and knowingly.

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ARTICLE 4

DIVISION OF ASSETS

4.1. Assets and Obligations Listed. The parties agree that the separate and community property will be divided as follows:

4.1.1 Marital Home:

The marital home at [redacted] shall be listed for sale under the following protocol: Husband's attorney shall provide to Wife's attorney the names of three (3) realtors as possible candidates to represent Husband and Wife as the sellers of this home. Wife shall select one of those three names to be the realtor to list the home for sale on behalf of Husband and Wife. Husband and Wife shall follow the realtor's recommendations with respect to the listing price, sales price, and sales terms of the marital residence. If for some reason, the realtor chosen does not meet the parties' expectations, a different realtor may be selected to sell the home after the contract with that realtor expires.

The parties shall obtain contact information and documentation of up to date balances owed for all creditors which are deemed joint obligations under subsection 5.1.1 below, and provide the same to their counsel, such that both counsel shall have this documentation and information. Husband's counsel and/or Wife's counsel shall contact the creditors of the joint obligations and shall endeavor to obtain agreements for payoffs at reduced balances .

Upon sale of the home, the mortgage and other voluntary encumbrances, including any government assistance programs, shall be paid, and the joint obligations as defined in subsection 5.1.1 shall be paid off at the reduced balances negotiated by the attorney(s), or if the creditors will not reduce the balances, paid off. To accomplish this, the proceeds from the sale shall be deposited

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into the trust account of Roberts Stoffel Law Group, and held there until the joint debt is negotiated and paid. Any payments to any creditors or parties from the trust account shall only be made upon by a written stipulation executed by both the attorneys and both the parties, or if either party represents themselves hereafter, by that party in proper person and the other represented party and their counsel. The balance of the proceeds shall be equally divided and paid to the parties from the trust account.

4.1.2. Assets to Husband. Husband shall receive as his sole and separate property the following items:

A. Any and all bank accounts in his name;

B. His share of the proceeds from the marital home, as set forth in section 4.1.1 above.

C. Any and all personal property currently in his possession and any other assets titled in his individual name will remain his sole and separate property.

4.1.3. Assets to Wife. Wife shall receive as her sole and separate property the following items:

A. Any and all bank accounts in her name;

B. Her share of the proceeds from the marital home, as set forth in section 4.1.1 above.

C. Any and all personal property currently in her possession and any other assets titled in her individual name will remain her sole and separate property.

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4.2. **Retirement accounts .** The parties confirm that there are no retirement accounts to be adjudicated by the court.

4.3. **Taxes.** The parties shall file any and all state or federal income tax returns individually. beginning in the 2020 tax year.

ARTICLE 5

DIVISION OF DEBTS

5.1. **Assets and Obligations Listed.** The parties agree that the debts shall be allocated as follows:

5.1.1 Joint Obligations:

Pursuant to the decision by the court at the divorce trial, the following debts shall be deemed joint obligations that both parties shall be responsible for:

A. The Wells Fargo Joint Credit Card, including any liability for suit;

B. The Capitol One Credit Card, including any liability for suit;

C. The Babies R Us debt;

D. The Target/TD Bank Debt, including any liability for suit;

E. The Macy's card Debt/Cavalry debt, including any liability for suit;

F. The Chase Bank/Mazda debt; and

G. The Home Depot debt.

5.1.2 Obligations to Husband. Husband shall assume as his sole and separate debt, and shall forever indemnify and hold Wife harmless from the following :

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A. His ½ share of the debts identified in Subsection 5.1.1 above;

B. The American Express Card in Husband's Name;

C. Any credit cards in his own name and all other debts held solely in his name.

5.1.3 Obligations to Wife. Wife shall assume as her sole and separate debt, and shall forever indemnify and hold Husband harmless from the following:

A. Her ½ share of the debts identified in Subsection 5.1.1 above;

B. The RC Willey/Richland Holdings Debt;

C. The Commity/Victoria's Secret Debt;

D. The American Gem debt;

E. The Floor and Decor/Synchrony Bank Debt;

F. The Holly Sheets debt

G. Any other credit cards in her own name and all other debts in her own name.

5.2. Credit Card Accounts. Within thirty (30) days of the signing of this Agreement, each party will remove the other from any credit cards or other accounts upon which the other's name appears, if any, for any credit accounts that are under his or her control. Each of the parties will be solely responsible and forever hold the other harmless from any debts incurred on any credit card or other accounts maintained by him or her from the date of execution of this Agreement.

ARTICLE 6

CREDITORS' REMEDIES

6.1. Creditor's Remedies. The parties acknowledge and understand that even though a debt or obligation may be assigned to one party as part of the division of property and debts, that assignment does not restrict creditors' rights to seek payment from the other party. In the event of

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