

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
SECOND JUDICIAL DISTRICT COURT

Erica M. Brockhoff  
FILED IN MY OFFICE  
SECOND JUDICIAL DISTRICT COURT  
BERNALILLO COUNTY, NM  
JAMES A. NOEL  
2/6/2019 5:14:05 PM

ERIC AUFDERHAR,  
Petitioner,

v.

Case No. DM 2019 000306

QUINN JACKSON,  
Respondent.

VERIFIED MARITAL SETTLEMENT AGREEMENT

This Verified Marital Settlement Agreement (hereafter "Agreement") is voluntarily made and entered into by and between Petitioner Eric Aufderhar (hereafter "Petitioner"), appearing *pro se*, and Quinn Jackson, (hereafter "Respondent") appearing *pro se*, is made and entered into this 22<sup>nd</sup> day of January, 2019.

WHEREAS, the parties have made this compromise Agreement satisfactory to each of them regarding all of their rights, privileges, duties, responsibilities, and obligations regarding and otherwise concerning their respective separate and community assets, property, debts, and liabilities;

WHEREAS, the parties have carefully and fully considered all of their rights, privileges, duties, responsibilities, and obligations regarding and concerning all of their separate and community property and assets, all of their separate and community debts and liabilities, and that this Agreement is a complete, final, fair, equitable, and reasonable settlement and resolution of all matters regarding and concerning such separate and community assets, property, debts and liabilities, to be approved by the Court and incorporated into the Final Decree of Dissolution of Marriage entered into the above referenced action;

NOW THEREFORE, in consideration of their mutual covenants and promises

contained and recited herein, and for other valuable consideration, the parties do hereby stipulate and agree as follows:

**ARTICLE I: SEPARATE PROPERTY**

The following has been and shall continue to be the parties' separate property:

1. Petitioner has fully disclosed to Respondent all material and relevant information known to Petitioner regarding all property and assets wholly or partially owned by the Petitioner. Petitioner's separate property consists of all property he brought into the marriage or has been received by him by way of gift or inheritance since the marriage and which is now in his possession and not mentioned elsewhere herein.

2. Respondent has fully disclosed to Petitioner all material and relevant information known to Respondent regarding all property and assets wholly or partially owned by the Respondent. Respondent's separate property consists of all property she brought into the marriage or has been received by her by way of gift or inheritance since the marriage and which is now in her possession and not mentioned elsewhere herein.

**ARTICLE II: COMMUNITY PROPERTY**

As a compromise distribution of the parties' community property, Petitioner and Respondent shall divide all community property as follows:

1. Petitioner shall keep all personal property currently in his possession and not mentioned elsewhere herein as his sole and separate property.

2. Respondent shall keep all personal property currently in her possession and not mentioned elsewhere herein as her sole and separate property.

**ARTICLE III: COMMUNITY DEBTS**

The parties shall divide the community debts as follows:

1. The Petitioner's sole and separate debts shall be all debts currently under his name and all debts incurred under his name since the parties' separation.

2. The Respondent's sole and separate debts shall be all debts currently under her name and all debts incurred under her name since the parties' separation.

#### **ARTICLE IV: SPOUSAL SUPPORT**

The Parties agree that both parties are capable of fully supporting themselves and that neither party shall be obligated to pay the other spousal support of any kind, type, or nature. Spousal support shall be \$0.

#### **ARTICLE V: TAXES**

1. Beginning with tax year 2019, and thereafter, each party shall file separate income tax returns based upon their own respective individual incomes, and shall each be responsible to pay any and all income or other taxes due regarding the same, consistent with the tax laws regarding divorce.

2. In the event that any income or other tax returns filed by the parties during the marriage are audited, and there are any additional taxes owed for any such tax years during the marriage, any additional debts, obligations, or liabilities shall be the responsibility of the parties in proportion to their own individual respective incomes during the relevant period.

3. The parties understand that there may be tax consequences to this agreement, and have been given the opportunity to seek advice from a tax professional.

#### **ARTICLE VI: GENERAL TERMS AND PROVISIONS**

1. Attorneys Fees, Costs, and Expenses. In the event of an action to enforce the rights and obligations provided by this Agreement, the party determined to be in

noncompliance with this Agreement will be liable to the other for all reasonable expenses incurred, including attorney's fees and costs incurred, in enforcing this agreement.

2. Fair and Equitable Agreement. This Agreement is fair, equitable, and reasonable, and has been entered into without fraud, duress, coercion, misrepresentation, undue influence, or other misconduct, or for any purpose except as specified herein.

3. Good Faith Complete Disclosure and Reliance. Each party hereby covenants that each has made a good faith and reasonable disclosure to the other of all separate and community property, assets, debts, obligations, and liabilities. Each party states that he or she is sufficiently aware of the property and assets owned by the parties and the debts and obligations and liabilities owed by the parties to freely enter into this Agreement. Each party warrants that no transfer or conveyance of property has been made by that party with the intent to hinder, delay, or defraud the other party.

If at the date of this Agreement, either party was possessed of any property which is not set forth herein or had made any transfer of property with the intent to hinder, delay or defraud the other party, that party shall pay to the other one-half the fair market value of such property.

In the event that there are other debts, which have not been disclosed, the party who has incurred said debts shall assume, pay, indemnify and hold the other party harmless on any such debts.

4. Exchange of Additional Documents. Each party shall execute and deliver all documents, records, or instruments as the other may request or require for the purpose of giving full force and effect to this Agreement.

5. Waiver of Provisions: The failure by either party to insist upon the strict

and timely performance of any provision herein shall not be deemed a waiver of any subsequent default.

6. Additional Instruments: Each party shall execute and deliver all documents or instruments as the other requires for the purpose of giving full effect to this Agreement.

7. Representation: The parties understand and do hereby state that they have entered into this Agreement without a full discovery process and without the advice of their attorneys. The parties each understand that they have a right to a full discovery process and a trial on the merits. The parties understand that by signing this agreement, they have waived their right to a full discovery process and a trial on the merits. Both parties do hereby agree to proceed with this Agreement, waivers and without the advice of their attorneys.

8. After Acquired Property: After the date of filing of the Final Decree of Dissolution of Marriage, any property acquired by either party shall be the separate property of the party acquiring the property.

9. Enforcement: In the event that either party defaults in his or her obligations under this Agreement, or in the event that any action or effort may be necessary to enforce the rights and obligations provided by this Agreement, the party determined by the Court to be non-compliant or in default shall be liable to the other for all reasonable costs and expenses incurred, including attorney fees.

10. Captions: Paragraph titles or captions contained herein are inserted as a matter of convenience for reference and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.

11. Entire Agreement. This Agreement shall be deemed to be the complete

and final agreement and understanding by and between the parties regarding all matters and subjects referenced herein, and no prior or contemporaneous communications, discussions, agreements, or negotiations may be introduced or used to vary or contradict the terms of this Agreement. All prior or contemporaneous statements, communications, or agreements, whether oral or in writing, are deemed fully merged into this Agreement.

12. Transfer of Property: Each party shall immediately allow the other to take possession of the property transferred to that party by this Agreement.

13. Release from Outside Claims: Except where specified herein, from and after this date, each party is released from any claim against the other by third parties and any obligations of the other to third parties. Each party shall hold the other harmless from any such obligation or claim.

14. Release Between the Parties: Unless otherwise specified herein, after this date, each party is released from any claim or debt by the other.

15. Right to Bequeath by Will: Each party shall have the right to dispose of or bequeath by Will his or her interests in any property. Unless otherwise specified herein, each party waives any right to the estate of the other, and any right to be personal representative of the estate of the other, under either the laws of succession or under any Will.

16. New Mexico Law. This agreement shall be governed, construed, and enforced in accordance with the laws of the State of New Mexico.

17. Modification. To be deemed effective, any change, amendment, or modification to this Agreement must be in writing and duly signed by both parties.

18. Severability. If any term of this Plan is to any extent invalid, illegal, or

incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability. All other terms hereof shall remain in full force and effect.

Agreed to by:



**ERIC AUFDERHAR**

*Petitioner, pro se*

9793 301<sup>st</sup>. Ave. NE

North Branch, MN 55056

Phone: (504) 390-6584

**QUINN JACKSON**

*Respondent, pro se*

712 Washington St. NE

Albuquerque, NM 87110

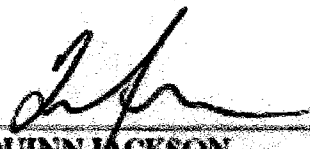
Phone: (407) 970-6045

incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability. All other terms hereof shall remain in full force and effect.

Agreed to by:

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**ERIC AUFDERHAR**  
*Petitioner, pro se*  
9793 301<sup>st</sup> Ave. NE  
North Branch, MN 55056  
Phone: (504) 390-6584



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**QUINN JACKSON**  
*Respondent, pro se*  
712 Washington St. NE  
Albuquerque, NM 87110  
Phone: (407) 970-6045




**VERIFICATION**

STATE OF Louisiana )  
COUNTY OF Orleans ) ss.

ERIC AUFDERHAR, having been first duly sworn according to the law, upon oath, states: That he is the Petitioner herein, has read the foregoing agreement, knows the contents thereof, and all agreements therein contained are true and correct of personal knowledge and are honestly believed by affiant.

  
ERIC AUFDERHAR  
Petitioner

The foregoing Verified Marital Settlement Agreement was acknowledged before me by Eric Aufderhar this 22 day of January 2019.

  
Notary Public

My commission expires:

never



Alexis Kyman  
Notary Public  
Notary ID No. 139941  
Orleans Parish, Louisiana

