

PRE-MARITAL/PROVISION AGREEMENT

1. INTRODUCTORY PROVISIONS

1.01 IDENTIFICATION OF PARTIES.

This agreement is made between Jaime Robledo Garcia, hereafter referred to as “Husband” and Alice Lynn, hereafter referred to as “Wife”.

1.02 DATE OF MARRIAGE.

1.03 The both parties shall wed on 21st of July, 2024, at 60 Centre St, New York, NY 10007, United States. and ever after will be called husband and wife.

1.04 PURPOSE OF AGREEMENT.

Except as otherwise provided in this agreement, the purpose of this agreement is to make a final and complete agreement of all rights and obligations between the parties, including all legal rights and, if applicable, all rights and obligations concerning the unborn children, and spousal support.

2. CHILD SUPPORT. (IF THEY'D BE KIDS IN THE MARRIAGE)

2.01 CONFIRMATION OF PRIOR ORDER.

A child support order shall be hereby filed to both parties in the Department of Child Support Services action. This child support, in its entirety, shall remain in full force and effect, and is hereby incorporated by reference as the child support provisions of this agreement.

2.02 DEFER MATTER OF CHILD SUPPORT.

The matter of child support is deferred to the Department of Child Support Services and is programmed as follows:

- At least a \$1000 shall be deposited in each child's account before He/She turns 18yrs
- Every child will be raised in a friendly environment promoting children freedom and lifestyle.
- Each child will have complete and healthy health and educational background.

2.03 RESERVATION OF CHILD SUPPORT.

Both parties 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' action shall reserve jurisdiction to order such support payable by one party to the other on a proper showing at some future time.

2.04 BASIC PAYMENT PROVISIONS.

2.05 Jaime Robledo Garcia shall pay to \$250 (Two Hundred and Fifty Dollars), as and

for support of the minor (child)ren, the amount of \$50 per month, payable by wage assignment for each month for the child support amount that is allocated between/among the child(ren).

The parties' incomes, parenting timeshare, and other circumstances upon which this support amount is based are as follows:

2.06 ADDITIONAL CHILD SUPPORT.

As additional child support, Jaime Robledo Garcia shall pay to the court \$150 directly. For their educational, lifestyle and other related child care costs of the minor child(ren)

Child support, as described above, shall continue until the first of the following events:

- (a) The child(ren) attains age 19, or has attained age 18 and either is not a full-time high school student or is self-supporting;
- (b) The child dies;
- (c) The child(ren) enters into a valid marriage, is on active duty with any of the armed forces of the United States of America, receives a declaration of emancipation under California law, or otherwise becomes emancipated by leaving home and becoming self-supporting;
- (d) The custodial parent dies and the other parent assumes custody of the child(ren)

2.07 PAYMENT OF HEALTH CARE EXPENSES.

The parties agree that Robledo Jaime Garcia shall pay half and Alice Lynn shall pay half of the medical, dental, orthodontic, optical, psychiatric, psychological, and other health care expenses of each minor child, to the extent not covered by insurance.

The parties 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 3 days after accruing the costs., this provision shall be deemed part of the child support orders made by the court in the parties' consentient.

2.08 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;

3. SPOUSAL SUPPORT. (APPLY AFTER MARRIAGE CERTIFICATE ISSUED)

3.01 BASIC PAYMENT PROVISION.

Robledo Jaime Garcia shall pay to the court as marriage insurance the sum of \$250 (Two Hundred and Fifty Dollars) for spousal health support Until either party's death, or modification or termination by further court order, whichever occurs first.

(a) Except by further court order, either party's death

4. RETIREMENT BENEFITS. (APPLIED TO PARTIES THAT HAS A QUALIFIED DOMESTIC PERSONNEL)

4.01 DIVISION BY FURTHER ORDER.

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.

4.02 WAIVER OF BENEFITS.

Under the terms of this agreement, that entire interest, including the right to name beneficiaries other than the employee's spouse for death and survivor benefits payable under the plan, is being awarded to the employee-spouse. The non-employee spouse is informed that, under federal law or the terms of the plan, she/he may, but for this agreement, have become entitled to survivor rights or benefits payable by the plan. The non-employee spouse shall timely sign whatever documents, including but not limited to a stipulated qualified domestic relations order (QDRO), that are required to implement her/his waiver of spousal rights in the plan, including written consent to the employee spouse's designation of one or more alternate beneficiaries. This provision does not waive any right expressly provided in any trust agreement or beneficiary designation executed by the employee spouse after the effective date of this agreement.

4.03 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.

4.04 ALLOCATION OF INCOME TAX REFUNDS.

Husband shall receive 75 percent of the anticipated refunds in connection with the parties' joint federal and state income tax returns for the tax year

Wife shall receive 25 percent of the anticipated refunds in connection with the parties' joint federal and state income tax returns for the tax year

5. GENERAL PROVISIONS.

5.01 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.

5.02 WAIVER OF RIGHTS ON DEATH OF OTHER PARTY.

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

- (a) Property that would pass from the decedent by intestate succession;
- (b) Property that would pass from the decedent by testamentary disposition;
- (c) A probate homestead;
- (d) The setting aside of exempt property;
- (e) A family allowance;
- (f) The setting aside of an estate;
- (g) An election to take community or quasi-community property against the decedent's will;
- (h) The statutory share of an omitted spouse;
- (i) An appointment as executor or administrator of the decedent's estate, except as the nominee of a third party legally entitled to make such a nomination;
- (j) Property that would pass from the decedent by nonprobative transfer, such as the survivorship interest under a joint tenancy, a Totten trust account, or a payable-on-death account; and
- (k) Proceeds as a beneficiary of any type of insurance policy.

5.03 ENTIRE AGREEMENT.

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

5.04 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.

5.05 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.

5.06 ATTORNEY FEES IN ACTION TO ENFORCE OR MODIFY AGREEMENT.

Breakdown of pre-marital preparation and attorney fees and costs:

- Prenuptial agreement fee \$500
 - Marriage license fee \$500
 - Attorney hiring, action and enforcement fee \$500
- Sum Total of **\$1,500** (One thousand Five Hundred dollars) which should be paid to the court on or behalf 6 weeks before the wedding ceremony.

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.

5.07 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.

11.10 EFFECTIVE DATE.

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

11.11 COURT ACTION.

If a judgment of marriage agreement is obtained by both parties, 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's health and education, 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; and
- (d) Incorporate the remainder of the agreement in the judgment for the sole purpose of identification.

11.12 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.

6. SIGNATURES AND DATES.

The foregoing is agreed to by:

DATE: _____

JAIME ROBLEDO GARCIA

(Husband's name & signature)

DATE: _____

ALICE LYNN

(Wife's name & signature)

