

District Court Douglas County, Colorado Court Address: 4000 Justice Way Castle Rock, CO 80109	<b>COURT USE ONLY</b>  In re the Marriage of:  Petitioner: <b>MICHELLE MARIE QUATTROMANI</b>  and  Respondent: <b>MAX ALLEN QUATTROMANI</b>
Attorney or Party Without Attorney (Name and Address): Robinson & Henry, PC Michael A. Robinson, #18965; William L. Henry IV, #39730; Ryan M. Wood, #40243; Nicole L. Vincent, #40729; <u>Susan Fort, #28633; Susan@RobinsonandHenry.com</u> 757 Maleta Lane, Suite 104 Castle Rock, CO 80108 Phone Number: 303-688-0944	Case Number: 09 DR 1205  Division D      Courtroom
<b>SEPARATION AGREEMENT AND PARENTING PLAN</b>	

The Parties, Petitioner MICHELLE MARIE QUATTROMANI ("Wife" or "Mother") hereinafter ("Husband" or "Father") and Respondent MAX ALLEN QUATTROMANI (hereinafter), enter into the following agreement as the full agreement and intend for it to be incorporated into the decree of dissolution of marriage as follows:

1. The Parties enter into this agreement of their own free will and stipulate that it is fair and not unconscionable as to either party.
2. The Parties mutually agree that there has been full and fair financial disclosure, an exchange of Sworn Financial Affidavits, and personal knowledge of each other's employment and asset base. This agreement is based on those representations which each takes as true and complete.
3. Each party shall live free from interference, harassment, jeopardy, authority, and control by the other as if they were unmarried, separate, and not related.

**Information about Petitioner:**

Full Legal Name: MICHELLE MARIE QUATTROMANI

Date of Birth: 06/29/72

Current Mailing Address: 10920 Flagler Drive, Parker, CO 80134

Home Phone: Cell Phone:303-875-2798 Email: michellequattromani@comcast.net

**Petitioner has the following relationship with the minor children:** children's Mother

**Information about Respondent:**

Full Legal Name: MAX ALLEN QUATTROMANI

Date of Birth: 09/29/72

Current Mailing Address: 19275 E. Cottonwood Dr. #1537, Parker, CO 80138

Home Phone: 303/875-7843 Work Phone: 303/770-6321 Email: max@quattromani.com

**Respondent has the following relationship with the minor children:** children's Father

**Information about the Minor Children:**

Jordan K. Quattromani, 10920 Flagler Drive Parker, CO 80134

Male born 07/08/93

Madeline J. Quattromani, 10920 Flagler Drive Parker, CO 80134

Female born 06/06/97

Sophie A. Quattromani, 10920 Flagler Drive Parker, CO 80134

Female born 01/24/03

**1. INCORPORATION**

It is the intent of the parties that this Agreement shall be incorporated in any final decree of dissolution or legal separation, filed by either party in any state, and if not so incorporated, shall continue to bind the parties hereto, their heirs, executors or assigns, and shall continue to be enforceable by one against the other even if not so incorporated in a final decree.

The parties state and agree that this Agreement shall be made a part of any decree of dissolution or legal separation and incorporated therein, if approved by the Court upon a finding that the terms are not unconscionable, and that this Agreement shall be binding upon the parties as of the date of approval and incorporation into a decree of dissolution or legal separation by the Court.

**2. ROLE OF FINANCIAL AFFIDAVITS**

The parties agree that each has made a complete disclosure of any and all significant items of property in which he or she has any interest, and all significant liabilities for which he or she could be held responsible. In the event that there exists any significant property right or obligation of either party which is not covered by the terms of this Agreement, then all the terms of this Agreement shall not apply to said property or obligation and either party is free to apply to this Court for an adjudication of the rights and duties of each party with regard to that property right or obligation not completely disclosed or not covered by this Agreement.

**3. WHEN AGREEMENT TAKES EFFECT**

The parties agree that this Agreement shall be final upon acceptance by the Court, as set forth in the preceding paragraphs and that it shall not be modifiable except by its own terms, or by operation of statutory provision or law applicable to this Agreement, or by written agreement of the parties.

**4. RELEASE OF FUTURE CLAIMS**

The parties hereto agree that this Agreement is a full and complete settlement between the parties, and hereby release the other from any future claims.

**5. INDEMNIFICATION**

Each party hereby indemnifies the other against any loss, fine or expense incurred

through the failure of one party to comply with or perform any of the terms of this Agreement to include, but not necessarily limited to, principal, interest, costs, and fees to include reasonable attorney fees.

## 6. ACCESS

The parties hereto shall live separate and apart from one another, each to be free from the marital control and authority of the other. Neither party shall have access to the person or residence or property of the other in excess of that of a stranger, and the parties shall, hereinafter, be strangers at law to one another. Neither shall have the authority to, nor shall, contract any debts, charges or other liabilities, either personal or financial, whatsoever, in the name of the other party or for which the other party may be presumed to be liable. The parties hereafter shall not be responsible for the actions or debts of the other.

### **Section 1: Assets**

**It is the responsibility of the party who is awarded any assets under this Agreement to prepare the necessary documents to change the title of the property with the county and to notify any financial institutions, insurance companies, etc. of any changes.**

#### **A. Real Estate**

1. The parties own a home located at 10920 Flagler Drive, Parker, Colorado 80134, which is deeded jointly. Wife will immediately assume sole responsibility for all of the debt, dues, utilities or other charges related thereto. Within two (2) years from the date of Decree of Dissolution of Marriage, Wife shall list the home for sale or refinance. If Wife refinances, simultaneously upon closing of the refinancing, Husband agrees to execute a quitclaim deed releasing the ownership of said property to the Wife exclusively, which shall be immediately prepared by Husband's counsel. Wife shall buy out Husband's 50% share of the equity in the home at the time of the refinancing: such equity amount shall be determined by an appraisal agreed upon by both parties. Wife shall be entitled to take the interest and real property deductions for the marital home beginning in the year 2010. If Wife elects to sell the home prior to two years from the date of Decree, or at that time, the proceeds of the sale of the home shall first be applied to all closing costs including realtor commissions, with the remaining balance to be split 50/50 between the parties, or any deficiency to be the parties' joint responsibility.

#### **B. Motor Vehicles and/or Recreation Vehicles**

1. The parties will keep whatever vehicles they presently have in their own possession and assume all obligations (registration and insurance). No further division will occur.

- a. Wife will keep possession of the 2002 Lexus RX 300 and title in her name and shall indemnify and hold Husband harmless in regard thereto.
- b. Husband will keep possession of the 2000 Ford Expedition title in his name and shall indemnify and hold Wife harmless in regard thereto.

### **C. Cash on Hand, Bank, Checking, and Savings Accounts**

1. The parties will keep whatever separate accounts they presently have in their own possession as identified in their respective Sworn Financial Statements and assume all obligations. No further division will occur.

### **D. Life Insurance**

1. To provide for payment of future support obligations, Husband shall maintain a life insurance policy in the amount of \$250,000 in full force and effect until children become emancipated as defined herein, with the minor children designated sole beneficiaries of said life insurance policy and with the other parent designated as trustee. Husband shall provide Wife with proof of this insurance on May 1<sup>st</sup> of every year.

### **E. Furniture, Household Goods, and Other Personal Property**

1. Husband will receive the following personal property: Italian leather couch in master bedroom, Bose dual alarm radio, Anasazi eggs, and four framed Handmade Navajo rugs.

2. The parties have divided the furniture, household goods, and other personal property and are satisfied with the division.

### **F. Stocks, Bonds, Mutual Funds, Securities & Investment Accounts**

1. None

### **G. Pension, Profit Sharing or Retirement Funds**

1. None

### **H. Miscellaneous Assets**

1. All such assets have been divided to the satisfaction of the parties. No further division will occur.

## **Section 2: Debts**

Each party shall be solely and absolutely responsible for any and all debts incurred subsequent to the separation of the parties and shall hold the other party absolutely harmless therefrom. At this time, the parties are unable to remove the other party from the credit card, but each promises to hold harmless the other party and indemnify each other in regards to that debt.

Each party shall be responsible for the following debts:

1. Husband shall be solely and absolutely responsible for the payment of any and all debts in his name, listed on either parties' financial affidavits, or not otherwise discussed otherwise herein (i.e., any undisclosed debts incurred separately since the separation of the parties), including but not limited to: any and all of the credit cards held in his name or listed on his affidavit, including but not limited to Target Nat'l 3018 and Chase 7753.

a. Husband will take full responsibility of the balances of the Kohl's account in the amount of \$311.86 and shall reimburse Wife of that amount as of the date of decree or earlier. Upon receipt of the \$311.86, Wife shall hold Husband harmless from any future balances held on that card.

b. Husband will take full responsibility of the balances of the Lane Bryant account in the amount of \$126.57 and shall reimburse Wife of that amount as of the date of decree or earlier. Upon receipt of the \$126.57, Wife shall hold Husband harmless from any future balances held on that card.

2. Wife shall be solely and absolutely responsible for the payment of any and all debts in her name, or not discussed otherwise discussed herein (i.e., any undisclosed debts incurred separately since the separation of the parties), including but not limited to any and all credit cards held in her name or listed on her financial affidavit, including but not limited to USAA 8831, Kohls 4305, Wells Fargo 2550, and Lane Bryant.

a. Husband shall cooperate with Wife through all necessary means to insure that the USAA credit card is transferred to Wife in her sole and separate name.

### **Section 3: Taxes**

The parties will file a separate tax return for all future years, after 2009 filing married, jointly. The parties agree to split any refund equally, 50% to each party and to share equally in any tax owed. For the prior years where the parties have filed joint tax returns, each party believes they have duly paid all taxes associated with these returns. In the event that there is any tax liability for any prior year, due to either party's failure to report income, or improper claims or deductions, the offending party shall be solely responsible for any resultant tax, penalties, or interests and shall indemnify and hold the non-offending party harmless. Where any such liability arises due to accounting error or miscalculation, the Parties agree to share any future liability associated with these respective returns in proportion to their income as reported or amended, for any such tax year.

### **Section 4: Maintenance (Spousal Support)**

The parties agree that for a period of 36 months, commencing October 1, 2009, Husband shall pay to Wife, by the 1<sup>st</sup> day of each month, contractual maintenance in the amount of \$1200.00 per month.

The maintenance payable shall terminate upon Wife's death, Husband's death, (provided the life insurance obligation herein is fulfilled) or Wife's remarriage, whichever shall occur first.

Payments shall be directly paid to Wife.

This maintenance paid by Husband to Wife is intended to constitute alimony or periodic payments which are an adjustment to Husband's income pursuant to Section 215 of the Internal Revenue Code and includable as income to Wife pursuant to Section 71 of the Code.

This maintenance obligation shall be contractual and non-modifiable as to both the amount and duration, and, except for purposes of enforcement, the Court shall no longer have jurisdiction with respect to the issue of maintenance for any reason whatsoever.

Husband waives any right to spousal maintenance, understanding and recognizing, that in so doing his right to maintenance from Wife can never be reasserted. Husband understands that this waiver is

irrevocable, and further agrees that this waiver is done voluntarily and with full knowledge of the legal consequences of doing so.

### **Section 5: Allocation of Parental Responsibilities (Decision-making)**

- A. The parties understand that day-to-day decisions such as minor training or correction, minor medical and dental care, curfew, chores, allowance, clothing, hygiene, etc. will be made by the party who has the children at the time such decisions are necessary.
- B. Each party will inform the other party of any changes with their address and/or phone numbers in advance.
- C. Both parties will provide the names, addresses, and telephone numbers of all medical, dental, and mental health care providers. Either party may authorize emergency care, but if possible both parties agree to contact the other party first.
- D. Unless otherwise ordered by the Court for good cause shown, state law provides that both parties have access to the records of the children including school, medical, dental, and mental health records, pursuant to §14-10-123.8, C.R.S.
- E. For purposes of school attendance only, the children's residence will be with the Mother.
- F. The following major decisions will be made jointly:
  - 1. Educational
  - 2. Medical/Dental/Mental Health
  - 3. Religious - Mother
  - 4. Extracurricular and Recreational Activities

### **Section 6: Allocation of Parental Responsibilities (Parenting Time)**

Parties are encouraged to create a Parenting Plan that meets the needs of the children and individual needs of their family. If a party fails to comply with a provision of this plan, child support is not affected.

#### **A. Weekday and Weekend Schedule**

The children will be in the care of Father:

Alternate weekends with Maddie and Sophie, 6:30 p.m. Fridays to 4:00 p.m. Sundays.

Tuesdays and Thursdays 6:30 p.m. to 8:30 p.m. with Jordan, Maddie and Sophie.

Sophie 7:30 a.m. Mondays, Tuesdays, Wednesdays, Thursdays for breakfast before school.

Maddie Fridays for breakfast before school.

The children will be in the care of the Mother: All other times.

Transportation and drop-off/pick-up arrangements will be as follows:  
As agreed to by the parties.

The weekday and weekend schedule above will apply for all 12 calendar months with no specific changes during the summer.

The parties contemplate that they may move to an increased overnight parenting time schedule for Father in the future. The decision to increase overnight parenting time for Father shall be made with the input of the Arbitrator. See Section 8 below.

## B. Holidays and Special Occasions

The following schedule will take priority over the schedules in **Section A**. Please check all that apply and indicate the time and place of exchange, which party the children will spend time with, and the schedule, i.e. even/odd/all years, alternating events, etc. Identify any unique situations under "Other". If a box is not checked, the regular parenting time schedule will apply to that holiday event.

Event	Name of party spending time with child	Odd years	Even years	All Years	Time & Place of exchange
Spring Break	Mother			✓	
Father's Day	Father			✓	Mother has children the Saturday before Father's Day
Mother's Day	Mother			✓	Father has children the Saturday before Mother's Day
Winter Break	Mother			✓	
Memorial Day/Weekend	Father			✓	
July 4 <sup>th</sup>	Mother		✓		
July 4 <sup>th</sup>	Father	✓			
Labor Day/Weekend	Father			✓	
Halloween	Mother			✓	
Thanksgiving Day/ Break	Mother			✓	
Christmas Eve	Mother			✓	
Christmas Day	Father			✓	
Children's Birthdays	Father	Split			
Children's Birthdays	Mother		Split		

*The parents may make substantial, permanent modifications to the Parenting Time Schedule only by written agreement, signed by both parents and filed with the Court. Minor, non-permanent changes may be made anytime that both parties agree to the changes.*

## **A. Schedule Change:**

1. Any change in the schedule for a specific day, weekend, or week shall be made only with the consent of each parent.
2. If Father is not able to care for children during his scheduled parenting time, Mother has right of first refusal if he is making alternative arrangements for their care.
3. If Mother is not able to care for children during her scheduled parenting time, Father has right of first refusal if she is making alternative arrangements for their care.
4. If a parent is not able to care for children during that parent's scheduled parenting time, it is the responsibility of that parent to make alternative arrangements for their care.

## **B. Number of Overnights:**

Based upon the foregoing schedule(s), Father will have 104 total overnights per year and Mother will have 261 total overnights per year, on the regular weekly schedule, without including the additional overnights for holidays and vacations.

## **C. Telephone Access**

Each parent may have reasonable telephone contact with the children during the children's normal waking hours.

## **D. Travel and Vacation Plans**

1. The parties agree that should either of them require out-of-state or any type of overnight travel with the children, each party will inform the other party of such travel and vacation plans, including notice and contact information within 30 days prior to the travel.
2. Each parent will have vacation with the children up to 7 days, two times per year.

## **Section 7: Relocation**

Relocation refers to moving the children's residence so that the geographic ties between the children and the other parent are substantially changed requiring a modification of allocation of parental responsibilities (decision-making and parenting time).

The parties understand that after the Decree or Final Order is issued, if a party wants to relocate, he/she must file a Motion with the Court, pursuant to §14-10-129, C.R.S. and obtain court permission to relocate, **unless** the parties have submitted to the Court a written agreement/stipulation (with verified signatures of all parties) allowing one of the parties to relocate with the minor children together with a new proposed parenting plan which addresses how the parties intent to address all the parenting issues given the fact that one of the parties is now relocating with the minor children.

Neither the Mother nor the Father has current plans to relocate with the children.

## **Section 8: Additional Agreements**

- Mother and Father consent to the appointment of KEVIN SIDEL as arbitrator pursuant to CRS § 14-10-128.5 to resolve disputes between the parties concerning the parties' minor children, including but not limited to parenting time, nonrecurring adjustments to child support, and disputed parental decisions. Notwithstanding any other provision of law to the contrary, all awards entered by an arbitrator appointed pursuant to this section shall be in writing. The arbitrator's award shall be effective immediately upon entry and shall continue in effect until vacated by the arbitrator pursuant to part 2 of article 22 of title 13, C.R.S., modified or corrected by the arbitrator pursuant to part 2 of article 22 of title 13, C.R.S., or modified by the court pursuant to a de novo hearing under subsection (2) of this section.
- Any party may apply to have the arbitrator's award vacated, modified, or corrected pursuant to part 2 of article 22 of title 13, C.R.S., or may move the court to modify the arbitrator's award pursuant to a de novo hearing concerning such award by filing a motion for hearing no later than thirty days after the date of the award. In circumstances in which a party moves for a de novo hearing by the court, if the court, in its discretion based on the pleadings filed, grants the motion and the court substantially upholds the decision of the arbitrator, the party that requested the de novo hearing shall be ordered to pay the fees and costs of the other party and the fees of the arbitrator incurred in responding to the application or motion unless the court finds that it would be manifestly unjust.
- Each party shall bear the expenses of preparing and presenting their own case. The compensation and expenses of the arbitrator(s) shall be borne equally by the parties.

## **Section 9: Financial Obligations for the Benefit of the Children**

**A. Child Support** (all child support agreements **must** be reviewed by the Court to see if the agreement complies with the child support guidelines):

### **1. Child Support Agreement**

- a. Commencing October 1, 2009, the Father shall pay Mother by the 1<sup>st</sup> day of each month the sum of \$586.43 for child support for the minor children. See attached Worksheet B. Child support shall continue until children are 19 years of age.
- b. Child support payments shall be paid directly to the Mother.
- c. The parties agree to provide an annual update of financial information by May 1<sup>st</sup> of each year by exchanging current pay stubs and the prior year's federal income tax return with all attachments such as W-2s, to determine whether the then existing amount of support is subject to statutory modification, in which event the parties shall cooperate in good faith to enter into a written stipulation concerning the modified calculation of support.

**It is the responsibility of the Obligee (the person receiving the payment) to complete the appropriate forms to activate an income assignment, pursuant to §14-14-111.5(3)(a)(II), C.R.S.**

### **B. Medical, Dental, Vision, and Mental Health Insurance and Extraordinary/Out-of Pocket Medical Expenses**

1. Mother shall provide medical, dental, vision, and mental health insurance for the children.
2. Extraordinary Medical Expenses are defined as uninsured expenses, including co-payments and deductible amounts in excess of \$250.00 per child per calendar year. The parties agree that extraordinary medical, dental, vision, or mental health expenses for the children shall be divided with the Father paying 55%, the Mother paying 45%.

### C. Extraordinary Expenses (Private schools, school/sport/extracurricular activities, etc.)

Note: Agreements made under this provision, if approved by the Court and made a part of the Decree or Order, become enforceable by the Court.

The parties agree to the following:

1. Each parent will pay 50% of each sport, school and extracurricular activities and supplies that are required for such activities. Parent must show documentation on how much this will cost and the payment will be made by the Father to the Mother in his monthly support payment. Or Mother will pay Father in full.
2. Husband will pay 100% of private school tuition for Sophie. Mother must show documentation on how much this will cost and the payment will be made by the Father to the Mother in his monthly support payment.

### OPTIONAL - Post-Secondary Expenses (college, trade school, etc.)

You may use this section to document any agreements made between the parties that are not required by law to be addressed.

Post-secondary education expenses **cannot** be ordered by the Court without an agreement. If you agree that they should be paid by the parents, please indicate the terms of the agreement below.

NOTE: Agreements made under this provision, if approved by the Court and made a part of the Decree or Final Order, become enforceable by the Court.

[X] Post-secondary education expenses for the children shall be divided with the Father paying 50% and Mother paying 50%.

### Section 10: Child Tax Exemption

Only one party may claim a deduction for each child on his/her income tax return.

Note: A parent shall not be entitled to claim a child as a dependent, if he or she has not paid all court-ordered child support for that tax year or if claiming the child as a dependent would not result in any tax benefit pursuant to §14-10-115(12), C.R.S.

“F” = Father “M” = Mother

Full Name of Child	Deduction to be claimed during odd years			Deduction to be claimed during even years		
	<input type="checkbox"/> F	[x] M		[x] F	<input type="checkbox"/> M	
Jordan K. Quattromani	<input type="checkbox"/> F	[x] M		[x] F	<input type="checkbox"/> M	
Madeline J. Quattromani	<input type="checkbox"/> F	[x] M		[x] F	<input type="checkbox"/> M	
Sophie A. Quattromani	[x] F	<input type="checkbox"/> M		<input type="checkbox"/> F	[x] M	

## **Section 11: Other Terms**

### **A. Insurance on Property and Escrow Funds**

All existing liability insurance policies, casualty insurance policies and escrow accounts relating to any real or personal property addressed in this Agreement shall be transferred to the party receiving such property, and neither party shall be charged or shall receive any credit regarding the value thereof.

### **B. Execution of Documents, Titles and Deeds**

Each party shall promptly execute and deliver to the other any documents that may be reasonably required to accomplish the intent and purpose of this Agreement and shall do all other things necessary to this end. If either party fails to comply with the provisions of this section, the Clerk of the District Court (or any Deputy Clerk) is hereby appointed as a commissioner pursuant to Rule 70 of the Colorado Rules of Civil Procedure to execute any such documents without notice to the failing or refusing party and without further Order of the Court. Any such document executed by the Clerk of the Court shall carry the same force, effect and validity as if the party hereto had specifically executed the documents called for by this Agreement.

### **C. Indemnity for Failure to Perform**

Both parties have in this Agreement made certain commitments to one another in the form of mutual promises to perform. In the event one party should fail to perform as agreed in this Agreement, he or she hereby agrees to fully indemnify and save and hold the other harmless from any expenses which he or she incurs due to the other's failure to perform a provision of this Agreement. Furthermore, in the event either of us should invoke this clause, he or she shall be entitled to reasonable attorneys' fees and costs from the other if he or she is successful in seeking a claim for indemnification against the other who has failed to perform a provision of this Agreement.

### **D. Transfer of Property**

Both parties acknowledge that all transfers of property pursuant to this Agreement are made either between the parties as spouses or incident to the dissolution of our marriage. This provision applies whether the property transferred is marital or separate property, real or personal, tangible or intangible. Both parties intend that all property transfers incident to this Agreement be treated as non-taxable transfers for income tax purposes. To the extent that there is no recognition of gain or loss with respect to any transfer of property between the parties, the parties acknowledge that the federal income tax basis to the recipient will be the same as the adjusted tax basis of the person making the transfer. Because adjusted tax basis is not increased to fair market value (but rather is a carryover basis), we further acknowledge that the recipient of such property will be subject to income tax on any appreciation existing at the time of transfer (as well as any subsequent appreciation) when such property is sold or exchanged in a taxable transaction.

### **E. Breach of Agreement**

If either party fails in the performance of his or her obligations pursuant to this Agreement, the other shall have the right to sue for breach thereof, and to take such other and further action as may be available to him or her. In such event, the breaching party shall bear all reasonable attorney fees and costs incurred as a result of the breach as warranted in the Court's discretion.

#### **F. Entire Agreement/Modification of Agreement**

The parties agree and understand that this Agreement constitutes the entire agreement between the parties and may not be modified, except in writing, executed by both parties. The parties further understand and agree that, once this Agreement has been approved by the Court and incorporated into a Decree of Dissolution, that it becomes an order of the Court and may not be modified by the parties, except in writing, executed by both parties and APPROVED BY THE COURT unless otherwise provided herein.

#### **G. Mediation**

In the event of a disagreement between the parties, the parties stipulate to mediate the dispute, but nothing herein shall limit the parties' costs of such mediation.

**Minor changes may be made at any time if both parties agree to the changes. A written agreement to modify child support, the primary caretaking party, or other substantial changes to the parenting plan should be filed with the Court along with a proposed order for the Court to approve the modification.**

#### **Section 12: Independent Counsel**

1. Wife hereby acknowledges that Robinson & Henry, P.C. has represented her and rendered legal advice to her with respect to the marital rights of the parties in connection with negotiation and execution of this Separation Agreement.

Wife's Initials

1. Husband acknowledges that The Harris Law Firm, P.C. has represented him and rendered legal advice to him with respect to the marital rights of the parties in connection with negotiation and execution of this Separation Agreement.

Husband's Initials

#### **Section 13: Construction**

1. This agreement shall be construed in accordance with the laws of Colorado which are in effect at the time of execution of this Separation Agreement. This Agreement has been negotiated between the parties and should not, in the event of a dispute, be interpreted against one party or the other by reason of it having been drafted by one of the parties.

##### **Important Information - Please Read**

- ♦ Change of title does not end the obligation you may have to notify the financial institution. Court approval of any provision to remove either party from a loan does not require the lender to actually release the party from the commitment.

District Court Douglas County, Colorado  
Court Address:  
4000 Justice Way  
Castle Rock, CO 80109

In re the Marriage of:

Petitioner: **MICHELLE MARIE QUATTROMANI**

and

Respondent: **MAX ALLEN QUATTROMANI**

COURT USE ONLY

Attorney or Party Without Attorney (Name and Address):  
Robinson & Henry, PC  
Michael A. Robinson, #18965;  
William L. Henry IV, #39730;  
Ryan M. Wood, #40243;  
Nicole L. Vincent, #40729;  
Susan Fort, #28633; [Susan@RobinsonandHenry.com](mailto:Susan@RobinsonandHenry.com)  
757 Maleta Lane, Suite 104  
Castle Rock, CO 80108  
Phone Number: 303-688-0944

Case Number: **09 DR 1205**

Division 4 Courtroom

### **AFFIDAVIT FOR DECREE WITHOUT APPEARANCE OF PARTIES**

**Please complete the appropriate information in Numbers 1 – 6 prior to filing with the Court.**

The [X] Petitioner and [X] Respondent file this Affidavit in support of a request for issuance of a Decree of Dissolution of Marriage without appearance of the parties.

1. The Petition for Dissolution of Marriage was filed on September 17, 2009 (date). On that date [X] Petitioner TARA AMEL and [X] Respondent DONALD AMEL (name) have been domiciled in Colorado for more than 90 days immediately before the Petition for Dissolution of Marriage was filed.

2. The Petition and Summons were served by: **(check one)**

- A Co-Petitioner filing. (When both parties sign the Petition – JDF 1101)  
 Personal service (service by Return of Service/Affidavit of Service) on September 22, 2009 (date).  
 Waiver of service (Respondent signs Waiver to accept service) signed on \_\_\_\_\_ (date).  
 Publication/Certified Mail (**Note:** Service by either of these methods is only allowed by Court Order.)  
The publication occurred on \_\_\_\_\_ (date) OR the return receipt for Certified Mail was signed by the Respondent on \_\_\_\_\_ (date).

3.  There are no minor children and wife is not pregnant.

**Or**

There are minor children and Respondent is represented by counsel.

4. Check only one.

The parties have signed a written Separation Agreement. The parties have completed a Separation Agreement that provides for the division of all marital property and marital debts, and addresses spousal support/maintenance. The parties agree that the Separation Agreement is fair and not unconscionable. (**The Separation Agreement must be signed and notarized by both parties and filed with the Court.**)

or

There is no marital property to be divided and there are no marital debts and neither party requests spousal support/maintenance.

5. [X] There are no genuine issues of material fact and the marriage is irretrievably broken.
6.  The  Petitioner  Respondent wishes to have the prior full name of \_\_\_\_\_ restored. The restoration of the prior name will not defraud any creditors or injure third parties.
7. Other: \_\_\_\_\_

The [X] Petitioner and [X] Respondent request that the attached Decree of Dissolution of Marriage be entered after the statutory waiting period has elapsed.

Petitioner:

MICHELLE MARIE QUATTROMANI Date  
Petitioner's Signature  
10920 Flagler Drive  
Petitioner's Address  
Parker, CO 80134  
City State Zip Code  
303.875.2798  
Home Phone #: Cell #

SUSAN FORT, Registration #28633  
Robinson & Henry, P.C.  
Attorney for Petitioner

Respondent:

MAX ALLEN QUATTROMANI Date  
Respondent's Signature  
19275 E. Cottonwood Dr. #1537  
Respondent's Address  
Parker, CO 80138  
City State Zip Code  
303.875.7843  
Home Phone #: Cell #

KEVIN C. MASSARO, #24682  
CAMILLE MULHOLLAND, #33413  
Attorneys for Respondent  
The Harris Law Firm P.C.

Subscribed and affirmed, or sworn to before me  
in the County of \_\_\_\_\_,  
State of COLORADO, this \_\_\_\_\_  
day of November, 2009.

My Commission Expires: \_\_\_\_\_

Notary Public/Clerk

Subscribed and affirmed, or sworn to before me  
in the County of Douglas,  
State of COLORADO, this 20th  
day of November, 2009.

My Commission Expires: 09/30/2013

Notary Public/Clerk

**CERTIFICATE OF SERVICE**

(If only one party signs this Affidavit, you must complete the Certificate of Service below.)

I certify that on \_\_\_\_\_ (date) a true and accurate copy of the AFFIDAVIT FOR DECREE WITHOUT APPEARANCE OF PARTIES was served on the other party by:  
 Hand Delivery,  E-filed,  Faxed to this number \_\_\_\_\_, or  
 by placing it in the United States mail, postage pre-paid, and addressed to the following:

To:

(Your Signature)