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FILED
Clerk of the Superior Court

OCT 20 2008

By: J. Grennier

8
9 **SUPERIOR COURT OF CALIFORNIA**
10 **COUNTY OF SAN DIEGO, NORTH COUNTY BRANCH**

11 In Re Marriage of:

12 Petitioner: JACQUELINE JAMES,

13 v

14 Respondent: GENE W. JAMES

} Case No. DN 151895

} **MARITAL SETTLEMENT**
} **AGREEMENT**

15
16 **MARITAL SETTLEMENT AGREEMENT**

17
18 The parties hereto enter into this Marital Settlement Agreement and make it effective
19 as of the date of its execution. The parties to this Marital Settlement Agreement are GENE
20 W. JAMES (hereinafter referred to as "Husband") and JACQUELINE JAMES (hereinafter
21 referred to as "Wife")

22 **1. STATISTICAL INFORMATION**

23 The parties were married on July 1, 2007. The parties separated on June 6,
24 2008. The parties were married for eleven (11) months.

25 There are no minor children from this marriage.
26
27
28

1 **4. SPOUSAL SUPPORT - HUSBAND - WAIVER**

2 Husband waives any and all rights to spousal support from Wife and understands that
3 this waiver is final and that he may never in the future petition any court for spousal support as
4 a result of this marriage.

5 **5. SPOUSAL SUPPORT - ONE TIME PAYMENT**

6 Husband shall pay to Wife the sum of TWELVE THOUSAND (\$12,000) DOLLARS on
7 or before December 1, 2008. In consideration of the receipt of the money Wife gives up forever
8 the right to receive any further payment of spousal support from Husband. Wife understands
9 that no court may ever order Husband to make any other payment of spousal support to Wife.

10 **6. MEDICAL INSURANCE - SPOUSE**

11 Husband will continue to provide health insurance for Wife until the judgment of
12 dissolution is entered. Husband shall obtain for Wife the documentation necessary to allow
13 Wife to apply for COBRA insurance coverage for her and her two children from a previous
14 marriage, and shall assist Wife in applying for COBRA coverage if requested to do so. Wife
15 shall pay the premiums on the insurance obtained pursuant to COBRA.

16 **7. OPERATION OF VEHICLES - HOLD HARMLESS**

17 A. Husband agrees to diligently make all efforts possible to sell the Honda. If
18 Husband is unable to sell the Honda, he will diligently make all efforts possible to refinance the
19 Honda so that Wife's name on the loan can be removed. Prior to the sale/refinance of the
20 car, Husband agrees to make all car payments in a timely fashion by the 20th of each month.

21 B. If any claim, action or proceeding is later brought by a third party seeking to hold Wife
22 liable due to the future use and operation of the Honda, Husband shall defend, indemnify, and
23 hold Wife harmless from all liabilities, costs and expenses relating to that claim, including
24 attorney's fees and costs incurred by Wife in or corresponding to any collection claim, action
25 or proceeding and any amounts paid by Wife in satisfaction of any judgment or other award.

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ATTACHMENT 10 TO FL-310

1
2 1. Respondent and I were married on July 1, 2007 and separated eleven months later,
3 on June 6, 2008, after I discovered he was engaged in inappropriate, extra-marital activities on line
4 and via cell phone. We had previously engaged in marital counseling to resolve these issues,
5 however, Respondent continued the inappropriate behavior and I asked him to leave the residence.

6 2. Respondent and I have no children, however, my two children a former marriage,
7 ages 9 and 12, reside with me.

SPOUSAL SUPPORT

8
9 3. Respondent is employed by Jack In The Box Corporation and works out of the
10 Corporate Headquarters in downtown San Diego. He is the National Director of Asset Protection
11 and has told me he earns \$305,000.00 per year, which includes his annual bonus. In addition, he
12 receives approximately \$1,500.00 per month, military retirement pay. Respondent was in the Army
13 for twenty years and informed me he was some sort of Special Agent and/or with the Military
14 Police.

15 4. I am a Mathematics teacher and earn an annual salary of \$69,000.00 per year. I
16 request that Respondent be ordered to pay me temporary spousal support throughout the pendency
17 of these proceedings, and for a reasonable time thereafter, in order to provide me time to re-
18 stabilize financially.

19 5. When Respondent and I married, he moved into the residence which I occupied with
20 my two children. Together, we decided we liked his furniture better, so I got rid of my entire
21 bedroom suite and living room furniture to make room for his in the family residence. I had a fifty
22 inch television set, which we also disposed of because Respondent had a newer television. Had
23 I known that less than one year later Respondent would be leaving with all of his furniture, I would
24 not have disposed of mine. It will be necessary for me to re-furnish my house, something which
25 I cannot afford to do, at this time, without financial support.

EXCLUSIVE USE OF RESIDENCE

26
27 6. After Respondent and I married, we jointly signed the renewed lease on the house
28 which I had leased prior to our marriage. Following the date of separation, I had the locks on the

1 have the exclusive use, possession and control of the residence at 7916 Avenida Diestro, Carlsbad,
2 California, 92009. Respondent has his own apartment in a complex near San Diego.
3

4 **PAYMENT OF AUTOMOBILE DEBT**

5 7. Despite Respondent's claims that he earns \$305,000.00 per year or more, he has a very
6 bad credit history. Recently, he attempted to finance a vehicle and was unable to secure suitable
7 financing without my assistance. We jointly purchased a 2008 Honda Accord, which Respondent
8 drives. I request that Respondent be ordered to make all of the payments on the vehicle during the
9 pendency of these proceedings, and until a determination is made regarding to whom the vehicle
10 will be awarded.

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14 ///

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): CATHY M. HERSCH LAW OFFICES OF CATHY M. HERSCH 2780 GATEWAY ROAD CARLSBAD, CALIFORNIA 92009 TELEPHONE NO.: 760-840-0070 FAX NO. (Optional): 760-931-6997 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): JACQUELINE JAMES	FOR COURT USE ONLY Clerk of the Superior Court SEP 30 '09
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 325 S. MELROSE DRIVE MAILING ADDRESS: SAME CITY AND ZIP CODE: VISTA, CALIFORNIA 92081 BRANCH NAME: NORTH COUNTY BRANCH	
PLAINTIFF/PETITIONER: JACQUELINE JAMES DEFENDANT/RESPONDENT: GENE JAMES	
DECLARATION	CASE NUMBER: DN 151895

I, Jacqueline James, declare and state as follows:

- 1) On September 5, 2008, Respondent/Husband and I entered into a Marital Settlement Agreement, whereby Respondent/Husband agreed to pay me the sum of \$12,000.00 in one lump sum as and for spousal support.
- 2) On, December 1, 2008, Respondent/Husband paid me the sum of \$6000.00, leaving a balance remaining of \$6000.00. Respondent/Husband still owes me the amount of \$6000.00.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

Jacqueline James
 (TYPE OR PRINT NAME)

[Signature]
 (SIGNATURE OF DECLARANT)

Attorney for Plaintiff Petitioner Defendant
 Respondent Other (Specify):

INCOME WITHHOLDING FOR SUPPORT

ORIGINAL INCOME WITHHOLDING ORDER/NOTICE FOR SUPPORT (IWO) AMENDED IWO
 ONE-TIME ORDER/NOTICE - LUMP SUM PAYMENT
 TERMINATION of IWO

Date: _____

Child Support Enforcement (CSE) Agency Court Attorney Private Individual/Entity (Check One)

NOTE: If you receive this document from someone other than a State or Tribal Child Support Enforcement agency or a court, a copy of the underlying order that contains a provision authorizing income withholding must be attached. Or if under State law an attorney in that State, or if under Tribal law a Tribal legal representative, may issue an income withholding order, the attorney or Tribal legal representative must include a copy of the State or Tribal law authorizing the attorney or Tribal legal representative to issue an income withholding order.

State/Tribe/Territory CALIFORNIA Case Identifier DN 151895
 City/County/Dist./Tribe SAN DIEGO Order Identifier DN 151895
 Private Individual/Entity _____

JACK IN THE BOX, INC. RE: JAMES, GENE
 Employer/Income Withholder's Name Employee/Obligor's Name (Last, First, MI)
9330 BALBOA AVE. 508-78-3892
 Employer/Income Withholder's Address Employee/Obligor's Social Security Number (if known)
SAN DIEGO, CA 92123-1516 JAMES, JACQUELINE A
 Custodial Party/Obligee's Name (Last, First, MI)

95-2698708
 Employer/Income Withholder's Federal EIN
 Child's Name (Last, First, MI) _____ Child's Birth Date _____

F I L E D
 Clerk of the Superior Court
OCT 07 2009
 BY: L. LIMON

ORDER INFORMATION: This document is based on the support or withholding order from _____. You are required by law to deduct these amounts from the employee/obligor's income until further notice.

\$ _____ Per _____ current child support
 \$ _____ Per _____ past-due child support - Arrears greater than 12 weeks? Yes No
 \$ _____ Per _____ current cash medical support
 \$ _____ Per _____ past-due cash medical support
 \$ _____ Per _____ current spousal support
 \$ 6,000 Per ONE LUMP past-due spousal support
 \$ _____ Per _____ other (must specify) _____

for a total of \$ _____ per _____ to be forwarded to the payee below.

AMOUNTS TO WITHHOLD: You do not have to vary your pay cycle to be in compliance with the Order Information. If your pay cycle does not match the ordered payment cycle, withhold one of the following amounts:

\$ _____ per weekly pay period \$ _____ per semimonthly pay period (twice a month)
 \$ _____ per biweekly pay period (every two weeks) \$ _____ per monthly pay period

\$ 6,000 **ONE-TIME LUMP SUM PAYMENT** Do not stop any existing IWO unless you receive a termination order.

REMITTANCE INFORMATION: If the employee/obligor's principal place of employment is CALIFORNIA, you must begin withholding no later than the first pay period that occurs ONE days after the date of _____. Send payment within 7 working days of the pay date. If you cannot withhold the full amount of support for any or all orders for this employee/obligor, withhold up to 50 % of disposable income for all orders. If the employee/obligor's principal place of employment is not CALIFORNIA, see the ADDITIONAL INFORMATION FOR EMPLOYERS AND OTHER INCOME WITHHOLDERS for limitations on withholding, applicable time requirements and any allowable employer's fees.