

Name: Scott Lether
Address: 2321 P-51 Court, Suite 16
City/State/ZIP: Minden, Nevada, 89423
Telephone: 775-790-7431
Plaintiff

Doc Number: **0841359**

04/22/2014 09:57 AM

OFFICIAL RECORDS

Requested By:
JESSICA JENSEN

DISTRICT COURT
DOUGLAS COUNTY COUNTY NEVADA

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

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Bk: 0414 Pg: 4134



Deputy: gb

Scott Lether,
Plaintiff,

CASE NO. _____

vs.

DEPT. NO. _____

Shelly Lether,
Defendant.

LEGAL SEPARATION AGREEMENT

Scott Lether of 2321 P-51 Court, Suite 16, Minden, Nevada 89423, born December 03, 1962, and Shelly Lether of 4348 W. Pinsapo Dr., Fresno, California 93722, born February 04, 1962, being sworn do hereby state the following statements are true and correct and that except as otherwise specifically stated in this Agreement, this Agreement serves as a full and final settlement of all matters of joint concern for the parties, including all property rights, debts and spousal support. The parties agree this Agreement contains a fair, just and equitable division of property and debts and is satisfactory to both parties.

1. JURISDICTION. Scott Lether has resided in Douglas County county for 14 years and 4 months which satisfies the residency requirements of the State of Nevada and Shelly Lether hereby consents to the courts in this county and state having jurisdiction over this matter.
2. ARMED FORCES. Neither party is a member of the Armed Forces.
3. MARRIAGE DATE. The parties were married to each other on January 01, 2012 in Fresno, California and no children were born to this marriage.

The parties are not currently expecting any children.

4. SEPARATION DATE. The parties date of separation is February 21, 2014.

5. **CAUSE OF DISSOLUTION.** Due to irreconcilable differences the marriage of the parties has been irretrievably broken and there is no possibility of reconciliation.
6. **DISCLOSURE.** The parties acknowledge that each has made a full disclosure of all assets and debts owned jointly or individually. Whether community or separate property, nothing has been withheld and each party believes the other has been truthful in their disclosure.
7. **INCOME.** Scott Lether has a total gross monthly income of \$3,952.16 which includes income from the following sources:

Drone America
Operations Manager
\$3,952.16 per month.

Shelly Lether has a total gross monthly income of \$7,083.33 which includes income from the following sources:

Valley Prep Academy
Administrator/Principle
\$7,083.33 per month.

8. **COOPERATION AGREEMENT.** The parties agree to cooperate with one another in signing any papers or legal documents needed to finalize this agreement or any provision contained in this agreement, including deeds, title certificates, etc. Within 10 days of notification of Entry of Judgment, the parties shall execute any document, transfer papers, titles or other documents to effect the provisions of this Agreement and any resulting Decree of Legal Separation. In the event a party fails to sign transfer documents, the final Decree of Legal Separation shall operate to transfer title.
9. **DIVISION OF ASSETS.** Each party shall receive any and all, tangible and intangible, property in his/her possession unless stated otherwise in this agreement. The parties do not currently have any joint assets or property they wish to divide at this time.
10. **DEBTS.** Each spouse will be responsible for any indebtedness incurred in his or her individual name prior to the date of marriage unless otherwise specifically stated in this agreement. Each spouse will be responsible for any indebtedness incurred in his or her individual name subsequent to the date of separation, February 21, 2014, unless otherwise specifically stated in this agreement. Each spouse will be responsible for any indebtedness incurred in his or her individual name during the course of the marriage unless otherwise specifically stated in this agreement.

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11. **SPOUSAL SUPPORT/ALIMONY.** The parties agree that neither shall receive spousal support from the other and each waives and releases any and all claim against the other for spousal support, maintenance or alimony. The parties further agree the Court will not retain jurisdiction of the matter of spousal support, maintenance or alimony and this waiver, once incorporated in a final decree of divorce, terminates any and all rights each party may have held to such support.
12. **MEDICAL INSURANCE.** No later than the date of the final hearing, each party shall notify the other party in writing of the availability of COBRA or other continuation benefits under their current health care policy.
13. **NAME CHANGE.** Shelly Lether will have the authority to restore her maiden name of Shelly Linton should she so desire.
14. **TAXES.** The parties are not aware of any outstanding tax issues at this time.
15. **FUTURE DISPUTE SETTLEMENT.** The parties agree that if any dispute, question, disagreement, or change occurs affecting the terms of this Agreement, they will work together to negotiate with each other in good faith, in consideration of their mutual interest, with the purpose of reaching a solution, which is beneficial for the parties. In the event negotiations fail, the parties agree to first seek mediation, through a qualified mediator selected jointly by the parties. Either party may terminate mediation at any time. In the event the dispute is not resolved, either party may motion the Court governing this Agreement and the resulting Decree of Legal Separation or judgment for a decision regarding the disputed matter.
16. **FULL DISCLOSURE OF ASSETS AND LIABILITIES.** The parties hereby represent that they have each made full disclosure to the other party of their individual assets. Each represents that he or she has provided the other with a current financial statement in the proper form pursuant to Rule 401 of the Supplemental Probate Court Rules, which discloses fully and completely all of his or her income, assets, expenses and liabilities. By executing this Agreement, the parties represent that the terms and provisions of this Agreement are fair, just and reasonable and are not the product of fraud, coercion or undue influence and that each signs this Agreement freely and voluntarily.
17. **SUBMISSION OF AGREEMENT TO COURT.** The parties each agree that this Separation Agreement shall be submitted to the Court for a judge's approval of the terms and entry of Judgment of Legal Separation.

We request the Court order a permanent legal separation and a final disposition regarding all matters contained in this agreement. In addition, should the parties decide to proceed with a Petition for Divorce or Dissolution of Marriage, the parties ask that this agreement be recognized and incorporated into any final decree issued in that regard.

We agree and declare that we have entered into this agreement freely and voluntarily. We believe

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that this agreement contains a fair and reasonable division of all of the issues related to our marriage. We ask the Court approve this agreement and incorporate all of the terms and conditions into a Final Order and Decree of Legal Separation.

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COPY

By executing this Agreement I swear that to my knowledge the information contained herein is a full and complete disclosure and it is my intention that this Agreement is a full and final division of the property and debts involved in this marriage and that I am satisfied with the agreement contained herein.

Dated: 4/11/14

Shelly Lether
Shelly Lether
4348 W. Pinsapo Dr.
Fresno, California, 93722
559-470-4750

STATE OF CALIFORNIA
COUNTY OF FRESNO

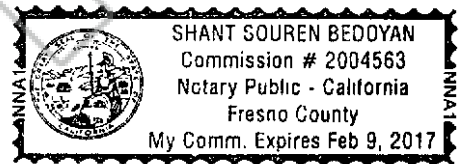
On 4/11/2014 before me, Shant Souren Bedoyan, personally appeared Shelly Lether, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

Signature of Notary Public (Notary Seal)



By executing this Agreement I swear that to my knowledge the information contained herein is a full and complete disclosure and it is my intention that this Agreement is a full and final division of the property and debts involved in this marriage and that I am satisfied with the agreement contained herein.

Dated: 7-14-14

Scott Lether
Scott Lether
2321 P-51 Court, Suite 16
Minden, Nevada, 89423
775-790-7431

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STATE OF NEVADA, ss:
COUNTY OF DOUGLAS COUNTY, ss:

This instrument was acknowledged before me on this 14th day of April,
2014 by Scott Lether.



[Signature]
Notary Public
PB / notary
Title (and Rank)
My commission expires 11/27/16

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A legal separation can be the first step towards a couple's decision to divorce. In a legal separation, the spouses live separate and apart from one another in an effort to either resolve their marital issues or come to a final determination on how their property will be divided if they proceed to get a divorce. States vary on how they treat spouses who are legally separated and what rights are associated with a legal separation versus a full divorce. The most significant issue is the right to remarry, which is not available to couples who are not divorced.

Reasons for Filing for Legal Separation

- The couple is not emotionally ready to proceed with a divorce.
- The couple can no longer live together, but do not believe in divorce.
- The couple resides in a state that requires a separation period prior to divorce.
- The couple wants to finalize the separation of property, other assets and debts before beginning the divorce proceedings.

It is important to understand that a legal separation action is not necessarily cheaper or faster than a divorce. It could actually be more expensive than a divorce as the party will have to repeat the entire process of filing an action for divorce if they decide to proceed with a divorce. If the spouses know they will ultimately divorce, it may be beneficial to proceed with a divorce directly. For additional help, information and forms you should visit Rocket Lawyer's Divorce Legal Center at <http://www.rocketlawyer.com/divorce/divorce-legal-center.aspx>

How to file for Legal Separation

In general, a legal separation action follows the same path and process as a divorce. Every state has its own procedures and requirements for legal separation. In many states, you do not need to prove fault when filing for a legal separation. Instead you may need to assert there are irreconcilable differences that prevent the couple from living together as husband and wife.

To start an action for legal separation, one spouse, called the Petitioner or the Plaintiff, must file a Petition for Legal Separation, Summons or Complaint. These documents start the action and inform the Court of basic facts about the couple and why they desire to divorce. Once the documents are filed, the Petitioner will serve the Respondent (the other spouse) with a copy of the papers. At this point, some states require a Financial Affidavit or other form of disclosure regarding the spouses' assets and debts. In addition, if children are involved, the Court may require the parents to complete a Parenting Plan or an education course. If the spouses agree how to divide their property, other assets and debts, they should prepare and submit their **Marriage Separation Agreement** to the court. After reviewing the Agreement, the Court will issue a Decree of Legal Separation or Limited Divorce as long as the Agreement is found to be fair and equitable by the Court.

Residency and Separation Requirements

In order to file for a legal separation, most states have a residency requirement that must be met before the action will be granted. Residency refers to the length of time you have resided in the

state and county where you are filing for divorce. You will need to check with your County Clerk's office to see if you meet the residency requirement for filing for legal separation.

While you are filing for a formal legal separation, the Court may still require that the couple have been separated for a set period of time prior to granting the legal separation. Many states do not have this requirement, but you should check with your local Clerk's office to make certain.

Forms

If the spouses have reached an Agreement they can use Rocket Lawyer's easy interview process to complete a Marriage Separation Agreement. The Marriage Separation Agreement allows one to divide property, assets, debts and liabilities as well as settle matters of child support, custody and visitation without asking for a final divorce.

Additional Assistance

The information contained in this article and help sections provided on RocketLawyer.com should not be construed as legal advice or used in lieu of seeking legal advice. If you have legal questions regarding the legal separation process or filing for legal separation, use Rocket Lawyer's Find A Lawyer search engine at <http://www.rocketlawyer.com/attorney-directory.aspx> to find an attorney in your area.

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