

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT ANCHORAGE

In the Matter of the Dissolution of the Marriage of)
)
DAVID M. FERNANDEZ.)
)
and)
)
CYNTHIA L. FERNANDEZ,)
)
Husband and Wife)
)
_____) Case No. 3AN-86-9323 CI

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter came before the court for a settlement conference before the Honorable John Suddock Superior Court Judge on May 10, 2011. David Fernandez appeared by and through his attorneys of record; Palmier~Erwin, LLC, and Cynthia Fernandez appeared by and through her attorneys of record: Ian Wheelles, Esq. The parties reached a settlement agreement which was placed on the record.

The court having heard and considered the stipulations entered into by and between the parties in open court regarding distribution of their domestic partnership estate, and the court being otherwise fully advised in the premises does make and educe the following its

FINDINGS OF FACT

1. That the plaintiff and defendant are residents of the State of Alaska and have been such for the last six (6) months.

2. That the plaintiff and defendant were married on March 3, 1979. The parties divorced for legal and financial reasons on November 20, 1986, but continued living together as a married couple and intact family and formed a domestic partnership.

3. That the parties have two children born of this marriage, namely: Branden Fernandez, born February 9, 1983; and Alvin Fernandez, born April 17, 1985. Both children are emancipated.

4. The court has jurisdiction over the parties and the property at issue.

5. That the parties dispute when they finally separated. They, however, agree that it was no later than July 2007.

6. The parties have developed an incompatibility of temperament resulting in irreconcilable differences and making continuation of a viable domestic partnership impossible.

7. The parties acquired property and debts over the course of their domestic partnership.

8. There was an enforcement action filed by the Child Support Services Division against David Fernandez. That action was resolved with no child support due and owing by the following settlement agreement.

9. There was a Motion to Amend Child Support Arrearage and Equitably Divide Domestic Partnership Property filed by David Fernandez on February 25, 2011. That motion was resolved by the following settlement agreement.

10. Cindy Fernandez shall receive all of the parties' right, title and claim of interest in and to the residence located at 24520 Thunderbird Drive. Cindy Fernandez shall assume, save and hold David Fernandez harmless from any indebtedness thereon, or associated therewith.

11. David Fernandez shall receive all of the parties' right, title and claim of interest in and to the triplex located at Peterkin Drive in Mt. View. David Fernandez shall assume, save and hold Cindy Fernandez harmless from any indebtedness thereon, or associated therewith.

12. David Fernandez will receive all of the parties' right, title and claim of interest in and to the 2002 Mercedes CLK 320. Cindy Fernandez encumbered the vehicle post-separation in 2008 and owes approximately \$7,000.00. David Fernandez will attempt to sell the Mercedes and pay off the 2008 loan. At that time, Cindy Fernandez will owe David Fernandez an additional \$7,000.00 and it will be rolled into the equalization payment of \$33,000.00 owed to David Fernandez. Cindy Fernandez will continue to be responsible for the debt until the vehicle is sold. Cindy Fernandez will immediately provide proof of insurance for the vehicle, and shall maintain said insurance until the vehicle is sold.

13. David Fernandez will receive his personal property from the Thunderbird Drive residence. The items are as follows: tool box and tools; bell from kitchen; fishing gear; clock; trailer including his belongings inside; Rolex box and paperwork; all legal, financial and medical paperwork relating to David; either the rug

in the living room or the rug in the dining room; and the outside grill. The parties will work through counsel to effectuate the transfer.

14. The parties agree that there is no child support arrearage or any prospective child support owed by David Fernandez to Cindy Fernandez.

15. Cindy Fernandez shall pay directly to David Fernandez as part of his marital property division the sum of Thirty Three Thousand dollars and no cents (\$33,000.00). The \$40,000.00 will be secured by a Deed of Trust against the Thunderbird Drive property. In order to make the equalizing payment, Ms. Fernandez will immediately go to the bank and utilize her best efforts to obtain financing to make the equalization payment plus the Mercedes loan. If Ms. Fernandez cannot get the entire amount, she will get as much as she can and then negotiate payments terms for the remainder.

16. Each party shall retain the retirement and/or annuity accounts held in their name, free from any claim of the other.

17. Each party shall retain the bank accounts held in their name, free from any claim of the other.

CONCLUSIONS OF LAW

1. This court has personal jurisdiction over the parties and subject matter jurisdiction over the marital estate.

2. The parties are entitled to a dissolution of their domestic partnership.

3. The court finds the property and debt division set forth in the above agreement as fair and equitable.

LET JUDGMENT AND DECREE BE ENTERED ACCORDINGLY.

DATED at Anchorage, Alaska this ___ day of _____, 2011.

THE HONORABLE JOHN SUDDOCK
JUDGE OF THE SUPERIOR COURT

I HEREBY CERTIFY that this 3rd day of June, 2011,
I served a copy of the foregoing document by US Mail
upon,

Ian Wheelles, Esq.

PALMIER ~ ERWIN, LLC

By: Brittany Outson

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