

ASHLEY DAVIS

B00660547

PLEG 210 PORTFOLIO PROJECT

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WEEK 3 MEMO

Ashley Davis

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Week 3 Memo about Prenup agreement

Generally, for a premarital agreement to be valid, it must meet the following criteria:

1. **Written Agreement:** Premarital agreements must be in writing. Oral agreements are typically not enforceable.
2. **Voluntary:** Both parties must enter into the agreement voluntarily. Any evidence of coercion, fraud, or duress can invalidate the agreement.
3. **Full Disclosure:** Both parties must fully disclose their assets, liabilities, and income. A lack of full disclosure can lead to the agreement being set aside.
4. **Fairness:** The agreement must be fair and not heavily favor one party over the other. If the agreement is unconscionable, it may not be enforced.
5. **Independent Counsel:** While not always required, it's often beneficial for each party to have their own attorney review the agreement.
6. **Proper Execution:** The agreement must be signed by both parties and usually needs to be notarized.

At the time of divorce, the court will typically uphold a premarital agreement if it was entered into voluntarily, there was full disclosure at the time it was made, and it is not unconscionable. However, the court may choose not to enforce certain provisions, especially those related to child support or custody, if they are not in the best interest of the child.

ASHLEY DAVIS

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WEEK 5 MEMO

From: Ashley Davis
To: Attorney Anita Bryant

RE: Our Client: Mary Green

I have outlined the parties' agreement on Custody and Physical Placement, as well as on Health Care Expenses. Additionally, I have included the two proposals on Child Support and Tax Exemptions for your review.

Custody and Physical Placement Agreement:

1. Joint Legal Custody: The parties agree to have joint legal custody of the children.
2. Primary Physical Placement: Mary will have primary physical placement of the children.
3. John's Physical Placement: John will have periods of physical placement as follows:
 - Alternate weekends from Friday at 6:00 pm to Sunday at 6:00 pm.
 - Overnight placement on alternate Thursdays opposite his weekend.
 - Other reasonable times on reasonable notice.
4. Access to Records: Both parents will have access to medical, dental, and school records of the children.
5. Mediation: The parties agree to participate in mediation through the Family Court Mediation Service in case of any future disputes.

Health Care Expenses Agreement:

1. Medical Insurance: John will provide medical insurance for the children.
2. Dental Insurance: Mary will provide dental insurance for the children.
3. Division of Expenses: The parties will divide equally any uninsured medical, dental, or other health care expenses for the children.

First Proposal on Child Support and Tax Exemptions:

1. Child Support Calculation: John will pay child support based on the straight percentage Child Support Guidelines. To calculate the monthly amount, we will multiply John's gross monthly income by the appropriate percentage standard (25%). The calculation is as follows:

John's Gross Monthly Income: \$7,500.00

Percentage Standard: 25%

Child Support Calculation: $\$7,500.00 \times 25\% = \$1,875.00$

2. Tax Exemptions: John will have the tax exemption for Susan, and Mary will have the tax exemption for Timothy.

Second Proposal on Child Support and Tax Exemptions:

1. Shared Placement Time: The parties agree that the children will spend 70% of their time with Mary and 30% of their time with John.

2. Child Support Calculation: John will pay child support based on the shared placement child support guidelines. The calculation involves a five-step formula:

Step 1: Determine each parent's monthly income.

Step 2: Multiply each parent's monthly income by the appropriate percentage standard (25%).

Step 3: Multiply the results from step 2 by 150%.

Step 4: Multiply the result from step 3 by the percentage of time the children spend with the other parent (30% for John).

Step 5: Subtract the smaller amount from the larger.

(Complete the calculation based on the provided information.)

3. Variable Costs: John will also pay 30% of the variable costs for the children.

4. Tax Exemptions: John will have both tax exemptions for the children.

ASHLEY DAVIS
B00660547
WEEK 6 MEMO

Ashley Davis
Franklin, Idaho, 83226

February 15 2024

Attorney Monty Stratton
Stratton Law Firm
Franklin, Idaho, 83225

Re: Draft of Marital Settlement Agreement Sections

Dear Attorney Bryant,

I hope this message finds you well. As per your request, I have prepared the following sections of the Marital Settlement Agreement, which cover maintenance, property division, and real estate, for your review and consideration.

Maintenance/Alimony Agreement

1. Maintenance/Alimony Waiver: John shall waive any claim for maintenance/alimony from Mary.
2. Health-Related Provision: In consideration of Mary's recent health problems, maintenance/alimony shall be held open to her for a period of two years after the divorce is granted, provided that the parties will revisit this provision at the end of the two-year period.

Property Division Agreement

1. Household Items: The parties have already divided their household furnishings, clothing, and personal items. Each party shall retain the items currently in his/her possession.
2. Mary's Awarded Assets: Mary will be awarded the following assets:
 - Savings and checking accounts at Citizen's Bank
 - 401(k) account at Citizen's Bank
 - A 2018 Dodge Caravan
3. John's Awarded Assets: John will be awarded the following assets:
 - Savings and checking accounts at Associated Bank

- 401(k) account from Precision Tool, Inc.
- A 2017 BMW

4. Business Division: Considering the premarital agreement, only the appreciation of the value of the business known as Precision Tool, Inc. will be considered as a marital asset.

5. John's Business Ownership: John will be awarded full ownership of Precision Tool, Inc. and all its assets.

6. Property Equalization Payment: To equalize the property division, John will pay Mary the sum of \$300,000 in installments. The first installment of \$60,000 will be due on the date of the final divorce hearing, and yearly payments of \$60,000 will continue on the anniversary of the divorce until paid in full.

Real Estate Agreement

1. Mary's Real Estate Award: Mary will be awarded all right, title, and interest in the real estate located at 10430 West Charles Avenue in Franklin.

2. Quit Claim Deed: John shall sign a quit claim deed relinquishing his interest in the aforementioned real estate at the final divorce hearing.

3. Mortgage Responsibility: John's name shall remain on the mortgage until the final installment of the property equalization is paid. Upon the final installment's payment, Mary will be required to refinance the property and remove John's name from the mortgage.

Please review these sections, and if you have any revisions or additions, do not hesitate to reach out. I am at your service to make any necessary adjustments to ensure the Marital Settlement Agreement accurately reflects your client's intentions.

Thank you for entrusting me with this task. I look forward to your feedback.

Sincerely,

Ashley

ASHLEY DAVIS
B00660547
WEEK 7 MEMO

Memorandum

To: Attorney F. L. Bailey

From: Ashley Davis

Date: February 20, 2024

Re: The Marriage of Morrison

How Cohabitation May Be a Factor in Modifying or Terminating Alimony/Maintenance Payments

Under Idaho law, cohabitation can be a factor in modifying or terminating alimony/maintenance payments. Cohabitation is defined as a romantic relationship between two unmarried individuals who live together and share a common household. To be considered cohabitation, the relationship must be akin to a marriage. This means that the couple must share financial resources, make joint decisions about their lives, and present themselves to the outside world as a couple.

If a paying spouse can prove that their ex-spouse is cohabiting, they may be able to have the alimony/maintenance payments modified or terminated. The court will consider several factors when making this decision, including:

- The length and nature of the cohabiting relationship
- Whether the cohabitants share financial resources

4. Serve the Other Party: The other party must be served with a copy of the motion and given a chance to respond.

5. Attend a Hearing: The court will schedule a hearing where both parties can present their evidence and arguments.

6. Court Decision: The judge will consider the evidence and make a decision. If the judge agrees that there has been a significant change in circumstances, they may modify or terminate the alimony agreement.

Remember, the specific requirements may vary depending on your jurisdiction, so it's important to consult with a legal professional in your area.

Other Factors That Could Be Used as a Basis to Modify or Terminate Alimony/Maintenance Payments

Other factors that could be used as a basis to modify or terminate alimony/maintenance payments include:

- A significant change in the income or earning potential of either spouse
- Remarriage of the recipient's spouse
- Retirement of the paying spouse
- Death of either spouse
- Disability of either spouse
- Unforeseen circumstances that make it difficult or impossible for the paying spouse to continue making payments

Cohabitation can be a factor in modifying or terminating alimony/maintenance payments in Idaho. To be successful in requesting a modification or termination, the paying spouse must prove that there has been a substantial change in circumstances since the time the agreement was entered into. Cohabitation is one type of substantial change in circumstances that can be used to justify a modification or termination of alimony/maintenance payments. Other factors that could be used as a basis to modify or terminate alimony/maintenance payments include a significant change in the income or earning potential of either spouse, remarriage of the recipient spouse, the retirement of the paying spouse, death of either spouse or disability of either spouse.

Idah doesn't recognize common-law marriage. They do in some cases recognize it but four different things make it a common-law marriage.

References:

<https://www.uslegalforms.com/cohabitation/idaho/>

In re the marriage of:

Mary Green,

Petitioner

Case No. cv24-34-5645

-and-

John Green,

Respondent

MARITAL SETTLEMENT AGREEMENT

This agreement is between Mary Green, petitioner, and John Green, respondent. In consideration of the mutual terms and provisions stated in this agreement, both parties agree that these terms and provisions may be incorporated by the court in the pending divorce action between the parties into the conclusions of law and judgment to be entered; however, this agreement shall independently survive any such judgment. The parties agree as follows:

I. CUSTODY AND PHYSICAL PLACEMENT

A. Both Parties are fit and proper persons to have the joint legal custody of the minor children. It is in the present best interests of the minor children that both parties be granted (joint) legal custody of the minor children whose names and dates of birth are as follows:

<u>Timothy Green</u>	<u>August 27, 2007</u>
<u>Susan Green</u>	<u>December 29, 2010.</u>

B. The petitioner shall be designated the primary caretaker and shall have primary physical placement of the minor children at all times and hours except the respondent shall have physical placement of the minor children at reasonable times on reasonable prior notice to the petitioner. These periods shall include the following specific times: _____.

C. If any disputes arise as to custody or physical placement, either party may request the circuit court commissioner to refer the matter to the director of family court counseling services for mediation (and a legal custody and physical placement study). Both parties shall cooperate with the mediator and counseling service.

D. Both parties shall have access to the children's medical, dental, and school records, as well as to the children's court or treatment records and the children's records relating to protective services.

II. A. CHILD SUPPORT

[Choose appropriate paragraph]

[]

[\$1,875.00]

1. The respondent shall pay the amount of \$1,875.00 per month toward the support of the minor children. Such payments shall be payable at the rate of \$1875.00monthly, commencing on 5th of each month.

[or]

[25% of income]

[Choose appropriate provision]

[]

[Monthly Income Determinative]

1. On the first day of each month, commencing with the first day of the first month immediately following the granting of the divorce, the respondent shall pay to the petitioner toward the support of the minor children 25% of the respondent's gross income (including any bonus) paid during that month, said percentage to be deducted from his income pursuant to an assignment of income, as provided in paragraph 4. The parties have stipulated to expressing child support as a percentage of the payor's income.

II. B. MAINTENANCE

[Choose appropriate paragraph]

[]

[Denial/Waiver]

1. Maintenance to both parties is permanently waived and shall be denied pursuant to statute

[or]

[]

[Maintenance Payments]

1. The (respondent) shall pay the amount of \$ 500.00 per month as maintenance. Such payments shall be payable in the sum of \$ 500.00 (monthly), commencing on 1st of each month.

[or]

[]

[Maintenance Held Open]

1. Maintenance is held open to both parties for the following reasons: change of work or moving..

III. HEALTH-CARE EXPENSES

A. The respondent shall maintain the minor children on his comprehensive medical and hospitalization insurance policy, and shall maintain the same until the youngest child reaches the age of majority, or until the youngest child has reached the age of 19 so long as the child is pursuing an accredited course of instruction leading to the acquisition of a high school diploma or its equivalent. The respondent shall promptly make all necessary premium payments and promptly furnish the petitioner with a current subscriber card evidencing the medical insurance coverage on behalf of the children.

B. The parties shall split equally the liability for all hospital, medical, dental, and related expenses not covered by insurance for each of the minor children.

VI. A. PROPERTY DIVISION

As a full, final, complete and equitable property division each party is awarded the following property:

Petitioner

- ☐ Household items and personal effects in her possession at the time of trial located at 10430 West Charles, Franklin, Idaho
- ☐ Deferred compensation retirement plan from Citizen's Bank
- ☐ Life insurance policies in her name, subject to the provisions of sections 5 of this agreement, and cash surrender values, if any
 - ☐ Vehicle 2014 Chevrolet Equinox
 - ☐ Cash and deposit account in her name Checking Account #4564435 @ Citizens Bank
 - ☐ Miscellaneous assets (specify)
 - ☐ Property not subject to division (specify)

Respondent

- ☐ Household items and personal effects in his possession at the time of trial at 7932 S 92nd Street in Franklin, Idaho.
- ☐ Deferred compensation
- ☐ Life insurance policies in his name, subject to the provisions of sections #5 of this agreement, and cash surrender values, if any
 - ☐ Vehicle(s) Chevrolet Silverado 2002
 - ☐ Cash and deposit account in his name Account #245322 Us Bank
 - ☐ Business or professional interests: Precision Tool Inc
 - ☐ Miscellaneous assets (specify)
 - ☐ Property not subject to division (specify)

VI. C. DISPOSITION OF RESIDENCE/OTHER REAL PROPERTY

The petitioner shall be awarded all right, title, and interest in the parties' residence located at 10430 West Charles, Franklin, Idaho, subject to the outstanding mortgage thereon owing to Mortgage Company the current approximate amount of \$128,600.00..

VIII. TAXES

A. The respondent shall have the right to claim the following children as dependents for federal and state income tax purposes provided that one or both parents fulfill the tax code requirements for claiming the dependency. The petitioner, who has primary placement, will sign IRS Form 8332, Release/Revocation of Release of Claim to Exemption for Child by Custodial Parent for the children, Timothy and Susan for each tax year provided all payments on behalf of the children are current as of the end of the tax year. The petitioner, who is the primary custodian, agrees not to claim the dependency exemptions for those tax years that either parent qualifies unless there is a modification ordered by the court or a signed, written agreement between the parties.

MARY GREEN

JOHN GREEN

Briggs, Bryant, and Wendall Law Firm
Attorneys for the Petitioner

By: _____
ANITA BRYANT

STRATTON AND ASSOCIATES, LLC
Attorneys for the Respondent

By: _____
MONTY STRATTON

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WEEK 7.5 MEMO

Ashley Davis

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Week 7.5 Reflection

Analyze the importance of this project to your future career.

Upon completion of this course's portfolio project, I was able to learn so much when it comes to helping me within my future career! I was able to grasp a basic knowledge of important laws when involving domestic relations. Specializing in marriage and family law was able to give me proper knowledge on certain common things I would see, do, and be asked of if working in a law firm with those types of situations coming through the office daily. Not only that but seeing and understanding how custody, child support, paternity, marital dissolutions, property division, and distribution within my state; are legal issues that will affect domestic partners as well as families! Not only in my state but in all sorts of states too! The study of all the material that we've learned as well as learning from my other classmates is helped me understand and gain a realization of what responsibilities and day-to-day duties would be within a law firm and legal setting regarding domestic relations in family law which has been great. especially when prior I had 0 to little interest, this has given me a clear view and better idea and look into a field of law I once had said I would never want to go into!

In your own words reflect on how this project meets the Program and Institutional outcomes as stated on the first page.

The course outcomes and institutional outcomes are achieved in a variety of ways with this project! With this project, we are able to see and use this scenario and apply all that we are learning and have learned within weeks of education to the test. From identifying and distinguishing between what we have learned and properly applying it as told to! Being able to use primary and secondary legal sources relating to marriage, child support, annulment, divorce, spousal and child support, property division, and distribution. As well as make agreements about custody and guardianship which will not only achieve the outcomes but also help us be able to be a better paralegal in an office specializing in divorces and family law. In addition, being able to evaluate patterns and analyze different clients' scenarios, dealing with a variety of different family and legal problems; hits on all course outcomes and institutional outcomes! We have well surpassed the program requirements! as well as within the project, weekly discussions, tests, quizzes, and tests as well weekly homework and assignments for example; drafting certain stuff for homework has also been a way for us to be able to transfer this knowledge and be able to learn and formatted for particular skills and behavior we will need to use in our life as a paralegal in the future as well as to help us figure out how to continuously improve and participate better within our workplace and connecting it to our career and workplace capabilities for the future!