

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

FN 2004-002117

03/17/2005

JUDGE PRO TEM KIP MICUDA
FOR HONORABLE ROBERT C. HOUSER

CLERK OF THE COURT
W. Brown
Deputy

IN RE THE MARRIAGE OF
LEE VIGIL

FILED: 03/22/2005

LEE VIGIL
PO BOX 6632
PHOENIX AZ 85005

AND

LINDA I VIGIL

LINDA I VIGIL
4147 E GARFIELD
PHOENIX AZ 85008

KIP M MICUDA
DOCKET-FAMILY COURT CCC
JUDGE HOUSER

RULING/JUDGMENT/DECREE

On February 18, 2005, a settlement conference was conducted in this matter. Petitioner, Lee Vigil, appeared on his own behalf. Respondent, Linda Vigil, appeared on her own behalf.

The parties have reached the following agreement and shall be considered a binding agreement pursuant to Rule 80(d) of the Arizona Rules of Civil Procedure:

Petitioner, Lee Vigil, will maintain and continue the following credit cards: Providian, Capitol One (two separate accounts), Target, and Sam's. Petitioner will assume and maintain the debts on said credit cards.

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Respondent, Linda Vigil, will continue to pay the following credit cards: Chase Credit Card #1781, AT&T Credit Card #8031, Citi Credit Card#5132, Bank One Visa, and GMC Credit Card. Respondent will assume and continue to pay the debts on said credit cards.

In light of the aforementioned debts, there is an imbalance of \$6,000. In other words, Respondent is taking on \$6,000 more in debt than Petitioner. The parties agree that Petitioner will pay the sum \$6,000 to Respondent at \$100 per month due on the 18th of each month commencing March 18, 2005.

Each party has a vehicle with a debt that is secured by each vehicle. Each party is to keep their vehicle and maintain the debt on each. Respondent is assuming the debt on the 2003 Frontier truck and is keeping the truck. Petitioner is keeping the 2004 Dodge Ram and is maintaining the debt on same.

Lee Vigil and Linda Vigil are sworn and testify.

LET THE RECORD REFLECT that Petitioner and Respondent both testified that they heard and understood the settlement as dictated on the record, and that this is in fact, their agreement.

THE COURT FINDS that at least one of the parties has been domiciled in the State of Arizona for at least ninety (90) days immediately preceding the filing of the Petition for Dissolution; that the conciliation provisions of A.R.S. section 25-381.09 either do not apply or have been met; that the marriage is irretrievably broken; that this is not a covenant marriage; that wife is not pregnant; and there is no reasonable prospect for reconciliation.

THE COURT FURTHER FINDS that the settlement entered into between the parties is fair, reasonable, and in the best interests of the parties.

To the extent it has jurisdiction to do so, the Court has considered and made provisions for disposition of property and debts.

There are no minor children born of the marriage.

IT IS ORDERED dissolving the marriage and restoring each party to the status of a single person.

IT IS FURTHER ORDERED that the Agreement is binding on the parties under Rule 80(D), Arizona Rules of Civil Procedure.

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Under Rule 58, Arizona Rules of Civil Procedure, this Final Judgment/Decree is settled, approved and signed by the court and shall be entered by the clerk.

/ s / JUDGE PRO TEM KIP MICUDA

JUDICIAL OFFICER OF THE SUPERIOR COURT

All parties representing themselves must keep the Court updated with address changes. A form may be downloaded at <http://www.superiorcourt.maricopa.gov/ssc/sschome.html>.