

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN  
=====FOURTH JUDICIAL DISTRICT  
*Case Type: Marriage Dissolution*

In Re the Marriage of:

Court File No. 27-FA-17-5106

Stephanie Roberta James,

Petitioner,

and

John Charles James,

Respondent.  
=====**AMENDED STIPULATED FINDINGS  
OF FACT, CONCLUSIONS OF LAW,  
ORDER FOR JUDGMENT  
AND JUDGMENT AND DECREE**

The above-entitled proceeding have been regularly placed upon the calendar of the above Court, the Court, based on upon the Stipulation of the parties and being fully advised in the premises, did, on the 15<sup>th</sup> day of August, 2017, duly make and file its Findings of Fact, Conclusions of Law, Order for Judgment and Judgment and Decree herein; and

THEREAFTER, the parties hereto have entered into a Stipulation to Amend the Judgment and Decree, which stipulation was signed by the parties on January 4, 2018 and January 5, 2018, and the Court, having reviewed same, has entered an Order Amending Judgment and Decree dated January 11, 2018.

NOW, pursuant to said Order, it is hereby adjudged and decreed:

That the Judgment and Decree entered herein on the 15<sup>th</sup> day of August, 2017, be, and hereby is, amended to read as follows:

**FINDINGS OF FACT****I.**

That the names, addresses and dates of birth of the parties are as follows:

Petitioner: Stephanie Roberta James  
7349 Franklin Circle  
Eden Prairie, MN 55346

Date of Birth: December 9, 1962  
Age: 54

Respondent: John C. James  
19260 Azure Road  
Deephaven, MN 55391

Date of Birth: May 18, 1961  
Age: 55

Petitioner has previously been known as Stephanie Roberta Smith. Respondent has not been known by any other names. The Social Security Numbers of the parties have been filed as confidential information, consistent with the requirements of Minn. R. Gen. Prac. 11.02 and Minn. R. Gen. Prac. 313.

## II.

Petitioner is represented in these proceedings by Tera L. Lungstrom, Esq., Beckman Steen & Lungstrom, PA, 14550 Excelsior Blvd., Suite 206, Minnetonka, MN 55345.

Respondent is an attorney duly licensed in the State of Minnesota, and has chosen to represent himself and has signed a Waiver of Legal Counsel attached hereto as Addendum A.

## III.

Petitioner and Respondent are husband and wife and were duly married to each other in the City of Minneapolis, Hennepin County, State of Minnesota on February 14, 1995.

## IV.

That for 180 days immediately preceding the commencement of this proceeding the Petitioner has been a resident of the State of Minnesota, and does now reside in Hennepin

County, Minnesota. Respondent also resides in Hennepin County, Minnesota.

**V.**

No separate proceeding for the dissolution, legal separation or custody is pending either within or without the State of Minnesota. No order for protection is in effect under Minn. Stat. Sec. 518B or a similar law of another State that governs the parties.

**VI.**

There has been an irretrievable breakdown in the marriage relationship of the parties in accordance with Minnesota Statute 518.06, et. seq. The parties have been separated and living apart since August 2007.

**VII.**

Neither party is or has been in the military service of the United States at any time which is relevant to these proceedings. Neither party is entitled to any relief pursuant to the Service Members Civil Relief Act (SCRA) of 2004..

**VIII.**

There have been two children born of this marriage who are no longer minors or dependent on the parties for support. Petitioner is not pregnant.

**IX.**

Petitioner is employed by the Comcast Corporation as an inside salesperson and earns gross annual income of approximately \$65,000 per year. After she refinances the home, she will have reasonable monthly expenses of approximately \$3,500 per month. Respondent is self-employed as an attorney and had a total yearly income per Line 22 of 1040 income tax return of \$ 35,045 in 2011, \$ 44,894 in 2012, \$ 17,161 in 2013, and \$ 54,000 in 2014. His income

continues to fluctuate dependent upon his client base. Respondent has reasonable monthly expenses of approximately \$2,000 per month.

The parties have agreed, and the Court finds that based upon the Petitioner's earning capacity and ability to support herself, Petitioner is capable of self-support and is not in need of spousal maintenance from Respondent and none shall be awarded. The parties have agreed, and the Court finds that based upon Respondent's earning capacity and ability to support himself, Respondent is capable of self-support and is not in need of spousal maintenance from Petitioner and none shall be awarded.

**X.**

Petitioner currently carries medical and dental insurance for the parties through her employer.

**XI.**

The Parties are owners of, or have an interest in, the following described real property:

a. Their homestead, located at 7349 Franklin Circle, Eden Prairie, County of Hennepin, State of Minnesota, and legally described as:

Lot 9, Block 2 Esterhills 1<sup>ST</sup> Addition, Hennepin County, Minnesota,

Pid # 08-116-22-14-0045

This property is encumbered by a mortgage with an approximate balance of \$88,000.00 in favor of PHH Mortgage. The property has a fair market value of approximately \$250,000.00, however has condition issues requiring remodeling before it could be sold. Petitioner is in the process of refinancing the property in her own name.

AND:

Real property located near the town of Malmo, County of Aitkin, State of Minnesota, and



legally described as:

East one-half of Southwest Quarter of Southeast Quarter (E ½-SW ¼-SE ¼)  
Section twenty-seven (27) Township forty-five (45) Range twenty-five (25)

Pid # 21-0-044801 – 20 Acres in Aitkin County, Minnesota

This property is classified as “Timberland” and consists of 20 acres of rural vacant land with no improvements. The property was purchased by Respondent prior to the marriage in 1994 for \$ 3,900.00, and is partially marital in nature due to payment of some of the purchase price and property taxes during the marriage. The property has a present fair market value of \$32,000.00. For purposes of settlement the parties have agreed that the property is approximately sixty (60 %) percent marital per *Antone/Schmitz* and forty (40 %) percent nonmarital property of the Respondent.

## **XII.**

The parties do not own any other real property.

## **XIII.**

The parties are the owners of personal property, household goods, furnishings and other items of personal property, located in and about their dwellings including a 2007 Ford Escape which is unencumbered and presently in possession of the Respondent. Petitioner had a 2014 Dodge Journey which was totaled in an automobile accident. She is presently working with the insurance companies to resolve any financial issues associated with this vehicle.

## **XIV.**

The parties are the owners of their individual checking and savings accounts and Respondent is the owner of his own business accounts associated with his law practice. Petitioner has an interest in her 401(K) through her employer with a present value of approximately \$65,000 due to a loan that she took against the account to help satisfy some of the

parties' joint debts. Respondent does not have an interest in any retirement accounts.

Respondent does have an interest in his sole law practice, which the parties have agreed has a nominal value, being primarily a service oriented business.

#### **XV.**

The parties have incurred miscellaneous bills and obligations during the marriage in their individual names. Since the parties' separation and their separate income tax filings, Respondent has also incurred income tax obligations of approximately \$ 20,000.00, from post-2009 income taxes filed separately from Petitioner, which will remain his sole responsibility.

#### **XVI.**

As part of the parties' agreement, Petitioner will pay to Respondent the amount of \$20,000.00 as a cash property settlement within 180 days of the entry of the Judgment and Decree.

#### **XVII.**

By their signatures to this document, the parties acknowledge and the Court finds:

Petitioner has been advised of her right, and Respondent is aware of his right, to conduct formal discovery, including asking questions of one another, which would need to be answered in writing under Oath, conducting depositions, requesting that documents be produced, and requesting access to original documents and records for the purpose of inspecting those documents.

The parties acknowledge and affirm each has made a full disclosure of his/her assets and liabilities and that such assets and liabilities have been disclosed in this document.

The parties acknowledge they are each entering into this agreement for their own and separate personal reasons, including a desire to avoid the cost of litigation, to avoid incurring additional fees and expenses and to amicably resolve this matter.

#### **XVIII.**

The Petition was filed in good faith and for the purposes set forth therein.

Considering all circumstances relative to the dissolution proceedings, the Agreement into

which the parties entered is fair and reasonable.

### **XIX.**

Petitioner is seeking name change from Stephanie Roberta James to Stephanie Roberta Smith. Petitioner is changing her name solely because of this marriage dissolution and not to defraud or mislead anyone. Petitioner has not been convicted of a felony; Petitioner has not been a party to a bankruptcy proceeding; Petitioner has no judgments against her; Petitioner is not involved in any lawsuits as either Plaintiff or Defendant; Petitioner is not attempting to avoid or defraud creditors; and Petitioner is not attempting to evade any civil or criminal prosecution.

Based on the foregoing Findings of Fact this Court makes the following:

### **CONCLUSIONS OF LAW**

1. **DISSOLUTION** - The bonds of marriage heretofore existing between the Petitioner and Respondent are hereby dissolved forever.
2. **SPOUSAL MAINTENANCE** - Petitioner is not awarded any past, present, or future spousal maintenance from Respondent. Respondent is not awarded any past, present, or future spousal maintenance from Petitioner.
3. **HEALTH INSURANCE FOR THE PARTIES** – Petitioner: Petitioner shall be responsible for her own health and medical insurance coverage.

Respondent: Respondent shall be responsible for his own health and medical insurance coverage and he shall have the option to continue his coverage through COBRA - to the extent that said insurance carrier is required under Minn. Stat. §60A.082, §62A.21, §62C.142, and §62D.101 (and/or the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), P.L. 99-272, Title X, Section 10001, 10002), it shall continue said coverage pursuant to applicable law and permit Respondent to have conversion within the statutory period.



Respondent shall keep the insurance carrier advised of a current mailing address so long as any such insurance is maintained. The costs of the medical and/or dental insurance coverage obtained by the Respondent or for his benefit, shall be at the Respondent's expense, and the Petitioner shall have no obligation whatsoever to pay for the insurance coverage for the Respondent. **The Respondent shall notify the medical and dental insurance carrier of the Respondent's right to continuation and/or conversion coverage hereunder and the Petitioner shall have no obligation to do so.** After the date of entry of the Judgment and Decree, neither party is obligated to pay the other party's portion of premium, or maintain any insurance for the benefit of the other except as otherwise stated herein. The parties acknowledge that the parties' adult children are age 26 and below, and are presently insured by Petitioner. Neither party shall have the obligation to continue insurance for said adult children of the parties.

#### **4. REAL ESTATE -**

A. HOMESTEAD: Petitioner is awarded all right, title, interest and equity, in and to the real property located at 7349 Franklin Circle, Eden Prairie, County of Hennepin, State of Minnesota, and legally described as:

Lot 9, Block 2, Esterhills 1<sup>ST</sup> Addition,  
Pid # 08-116-22-14-0045

free and clear of any claim on the part of Respondent. Petitioner shall be solely responsible for all payments of principal and interest related to said property and shall hold Respondent harmless from any obligation to pay same. Petitioner shall refinance and thereby satisfy, or otherwise remove Respondent's name from the PHH mortgage within 180 days of entry of the Judgment and Decree, and Respondent shall cooperate with her communications with this PHH as needed to help facilitate this provision. Within 180 days of the entry of the Judgment and Decree, or



sooner as needed to effectuate the Petitioner's refinancing and satisfaction of the now existing mortgage, Respondent shall execute a quit claim deed, or other transfer document, conveying any and all of his interest in and to the real property to the Petitioner.

The exact legal description shall govern in the event that the legal description above is incorrect, deficient or not exact for transfer or recording purposes.

B. 20 ACRES OF TIMBERLAND IN MALMO, MINNESOTA: Respondent is awarded all right, title, interest and equity in and to the real property located near the town of Malmo, County of Aitkin, State of Minnesota and legally described as:

East one-half of Southwest Quarter of Southeast Quarter (E ½-SW ¼-SE ¼)  
Section twenty-seven (27) Township forty-five (45) Range twenty-five (25)

Pid # 21-0-044801 – 20 Acres in Aitkin County, Minnesota

free and clear of any claim on the part of Petitioner. Respondent shall be solely responsible for all payments of principal and interest related to said property and shall hold Petitioner harmless from any obligation to pay same. Within 180 days of the entry of the Judgment and Decree, Petitioner shall execute a quit claim deed, or other transfer document, conveying any and all of her interest in and to the real property to Respondent.

The exact legal description shall govern in the event that the legal description above is incorrect, deficient or not exact for transfer or recording purposes.

##### **5. RETIREMENT ACCOUNTS -**

Petitioner is hereby awarded all right, title, interest and equity in and to her Comcast 401(K) retirement account free and clear of any claim on the part of the Respondent.

##### **6. FINANCIAL ACCOUNTS –**

The parties are each awarded, free and clear of any claim from the other party, any checking and savings accounts in their individual names.

**7. PERSONAL PROPERTY -**

Petitioner and Respondent are awarded and shall retain all right, title, and possession, free and clear of any claim of the other, to their own personal belongings and the household goods and furnishings in their possession.

**8. AUTOMOBILES -** Petitioner shall retain all right, title and possession, free and clear of any claim of the Respondent in and to any proceeds from the loss of the 2014 Dodge Journey. Respondent shall retain all right, title and possession, free and clear of any claim of the Petitioner, to the 2007 Ford Escape automobile of the parties. Respondent shall be responsible for all encumbrances, insurance, and maintenance relating to this vehicle and shall hold Petitioner harmless therefrom.

**9. BUSINESS INTEREST IN JOHN C. JAMES LAW PRACTICE –** Respondent is hereby awarded all right, title, interest and equity in and to his law practice, free and clear of any claim on the part of Petitioner. Respondent shall be solely liable for any debts and obligations incurred incident to this business, and he shall indemnify and hold Petitioner harmless from any obligation whatsoever associated with this business and his law practice.

**10. CASH PROPERTY SETTLEMENT –** Within 180 days of entry of the Judgment and Decree herein, Petitioner shall pay to Respondent the amount of \$20,000.00 as a final property settlement in this matter. If Petitioner fails to satisfy this property settlement within 180 days of the Judgment and Decree, any remaining amounts outstanding that are due to Respondent shall be secured by a lien in favor of Respondent against the real property awarded to Petitioner herein.

**11. DEBTS -** The Petitioner and Respondent shall each be responsible for financial obligations which they have incurred individually, except as specifically awarded otherwise

herein and they shall indemnify and hold the other harmless from these debts. The Parties have filed separately since 2009 tax returns. Any liabilities or refunds from 2010 and thereafter are the property or/and sole responsibility of the filing party, who shall hold the other party harmless or indemnify in the event of collection against the non-liaible party, and specifically, Respondent shall be solely responsible for any income tax liability he has incurred due to his filings and he shall indemnify and hold Petitioner harmless thereon.

**12. ATTORNEYS' FEES** - Each of the parties shall pay their own attorney's fees, court costs and disbursements incurred in connection with these proceedings.

**13. DISCHARGE OF ATTORNEYS** - Tera L. Lungstrom, Esq., Beckman Steen & Lungstrom, PA, shall no longer be the attorneys of record for the Petitioner, effective sixty-one (61) days from the date of entry of the Judgment and Decree herein, provided said decree has been filed with the appropriate proof of service.

**14. COOPERATION OF PARTIES** - That both parties shall execute whatever documents are necessary to effectuate the purposes of the Judgment and Decree of dissolution of the marriage herein, including but not limited to documents of conveyance and bills of sale. In the event that a party fails to execute any such document, the Judgment and Decree shall suffice to convey the relevant interest as if the party had executed any such document, without further order of the Court. The failure of either party to execute or require documents shall not affect the vest of title of the property in question pursuant to the Judgment and Decree.

**15. SERVICE OF FINAL DECREE** - Any decree to be entered herein shall be served by United States Mail upon Petitioner at her attorneys' office and upon Respondent at his residential address. Said service shall constitute due and proper service of the Judgment and Decree upon the parties for all purposes.



**16. FULL AND FINAL SETTLEMENT** - The foregoing provisions constitute a full and final disposition and settlement of all questions and issues of property rights, spousal maintenance, property or financial issues existing between the parties, and any attorney's fees and costs, and except as set forth herein, neither party shall have any further claim of any kind or character against the other party arising out of the marital relationship of the parties.

**17. WAIVER OF STAY** - The automatic stay of the Judgment and Decree is waived and Judgment shall be entered immediately.

**18. NAME CHANGE** - As part of this proceeding, Petitioner shall take Stephaine Roberta Smith as her legal name, so that henceforth she shall be known as Stephanie Roberta Smith.

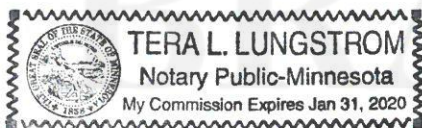
STIPULATED AS TO FORM AND CONTENT:

Dated: 1/5/18, ~~2017~~

Stephanie Roberta Smith  
Petitioner

Subscribed and sworn to before me  
this 5 day of Jan, ~~2017~~ 2018

Notary Public

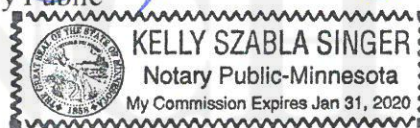


Dated: Jan 4, ~~2017~~ 2018

John Charles James  
Respondent

Subscribed and sworn to before me  
this 4th day of January, 2018.

Notary Public





**APPROVED AS TO FORM:**

The signature of the attorney is for the sole and exclusive purpose of submitting this agreement to the court and verifying that the attorneys have read the agreement and that the form of the agreement conforms to all statutory and other requirements. The signature of the attorney is expressly not intended to convey his or her implicit or explicit verification of the identity or value of any or all of the assets or debts as set forth herein. The signature of the attorney is expressly not intended to convey his or her implicit or explicit verification that all the assets and debts, other than those identified to the attorneys during the proceeding, have been fully set forth.

Dated: 1/5/2018

Beckman Steen &amp; Lungstrom, P.A.

By 

Tera L. Lungstrom #277733  
14550 Excelsior Boulevard #206  
Minnetonka, Minnesota 55345  
Telephone: (952) 938-3411  
Tera.beckmansteen@comcast.net  
Attorneys for Petitioner

LET THE AMENDED JUDGMENT AND DECREE  
BE ENTERED ACCORDINGLY.

Dated: January 18, 2018

BY THE COURT:

Christian M. Sande  
Judge of District Court

I certify that the above Conclusions of Law constitution the Amended Judgment and  
Decree of the Court.

DECREE ENTERED AND JUDGMENT ROLL FILED THIS \_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_.

Dated: \_\_\_\_\_

BY THE COURT:  
District Court Administrator

\_\_\_\_\_  
Deputy

MINNESOTA  
JUDICIAL  
BRANCH

## ADDENDUM A

## WAIVER OF LEGAL COUNSEL

I know I have the right to be represented by a lawyer of my choice. I hereby expressly waive that right, and I freely and voluntarily sign the foregoing Amended Judgment and Decree.

Dated: Jan 4, 2018

John C. James  
Respondent

Subscribed and sworn to before me this  
4th day of January, 2018.

Kelly Szabla Singer  
Notary Public

