

SE
18

MICHAEL K. JEANES
Clerk of the Superior Court

1 Law offices of
2 **John R. Zarzynski**
3 1811 S. Alma School Road, Suite 225
4 Mesa, Arizona 85210

5 (480) 345-8404

6 State Bar #005525

7 Attorneys for **Petitioner**

Description	Qty	Amount
CASE# DR2000-092975		
DIVORCE NO CHILD 602 001		166.00
23 INDEPENDENT ATTY		

TOTAL AMOUNT	166.00
Receipt# 00003378412	

8 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

9 IN AND FOR THE COUNTY OF MARICOPA

10 In re the marriage of)

11 RONALD J. SELL,)

12 Petitioner,)

13 and)

14 SANDEE BERRY SELL,)

15 Respondent.)

DR2000-092975

NO.

PETITION FOR DISSOLUTION
OF MARRIAGE

16 COMES NOW the Petitioner, RONALD J. SELL, by and
17 through his undersigned counsel, and for his Petition for
18 Dissolution of Marriage herein states and alleges as follows:

19 I.

20 That Petitioner's name is RONALD J. SELL; he is
21 presently forty-three (43) years of age, being born on July
22 30, 1956; he is presently employed as a physician; he has been
23 domiciled within the State of Arizona for more than ninety
24 (90) days prior to the commencement of this action.
25 Petitioner's residence address is 4280 West Dublin Street,
Chandler, Arizona 85226.

John R. Zarzynski
1811 S. Alma School Road, Suite 225
Mesa, Arizona 85210
(480) 345-8404

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

II

Respondent's name is SANDEE BERRY SELL; she is presently fifty (50) years of age, being born on December 16, 1949; she is employed as a census worker/craft maker and she has been domiciled within the State of Arizona for more than ninety (90) days prior to the filing of the Petition for Dissolution of Marriage herein. Respondent's residence address is 4280 West Dublin Street, Chandler, Arizona 85226.

III

The parties were married on or about June 19, 1999 in Mesa, Arizona.

IV

That the marriage of the parties is irretrievably broken and that there is no reasonable prospect of reconciliation. The conciliation provisions of A.R.S. §25-381.09 either do not apply or have been met.

V

There are no minor children common to the parties of the marriage and Petitioner/Wife is not now pregnant.

VI

The parties entered into a written Prenuptial Agreement, a copy of which is attached hereto as Exhibit A. Said Prenuptial Agreement meets the general qualifications of A.R.S. §25-201 et. seq. and defines the rights and

.

John R. Zarzynski
1811 S. Alma School Road, Suite 225
Mesa, Arizona 85210
(480) 345-8404

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

responsibilities of the parties in the event of a dissolution of marriage.

VII

That during coverture, to the extent that the parties have acquired certain joint, common or community property and incurred certain debts and obligations, this Court should divide them equitably.

VIII

Neither party is entitled to an award of spousal maintenance.

WHEREFORE, the Petitioner/Husband requests the following relief:

1. That the Court enter a Decree of Dissolution of Marriage and restore each of the parties to the status of single persons.
2. That neither party be ordered to pay spousal maintenance.
3. That the separate property of the parties as defined by law and pursuant to their Prenuptial Agreement be confirmed to each of them.
4. That to the extent that the parties have acquired joint, common or community property and obligations, that said property and obligations should be divided equitably between them.

. . . .

John R. Zarzynski
1811 S. Alma School Road, Suite 225
Mesa, Arizona 85210
(480) 345-8404

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

5. For such other and further relief as the Court
deems just and proper under the circumstances.

DATED this 10 day of May, 2000.

LAW OFFICES OF JOHN R. ZARZYNSKI

By 
John R. Zarzynski
Attorney for Petitioner

John R. Zarzynski
1811 S. Alma School Road, Suite 225
Mesa, Arizona 85210
(480) 345-8404

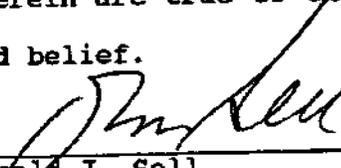
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

VERIFICATION

STATE OF ARIZONA)
) ss.
County of Maricopa)

RONALD J. SELL, being first duly sworn, upon his oath deposes and says:

1. That he is the Petitioner in the above matter;
2. That he has read the foregoing Petition for Dissolution of Marriage and knows the contents thereof, and that the matters and things stated therein are true to the best of his knowledge, information and belief.



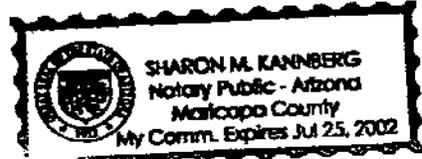
Ronald J. Sell

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public, this 10 day of May, 2000.



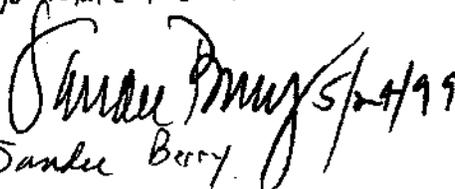
Notary Public

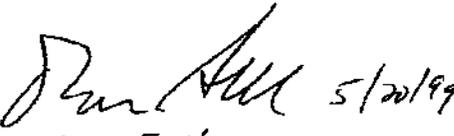
My Commission Expires:
July 25 2002



Pre-Nuptial Agreement

1. All pre-marital assets retained by individuals
2. All income produced by either individual, jointly, or by joint assets during the marriage will be the joint shared property of parties.
3. Any disputes that cannot be resolved by parties will be decided by binding arbitration by a mutually acceptable arbitrator. Bill Rains, PhD, Mesa, AZ will be accepted if no other arbitrator is chosen.
4. In the event of divorce, jointly owned assets will be divided equally between the parties. In the event of death of either party, jointly owned assets will belong to the surviving party.
5. Each party will provide and maintain an automobile as their sole and separate property throughout the marriage. All associated costs (including but not limited to insurance, registration, repairs, maintenance) except fuel will be paid for by the individual party.
6. In the event of divorce, no spousal maintenance will be requested or awarded to either party.
7. As soon as Sandee desires, Ron's house will be re-titled to Ron & Sandee as joint owners. At that time the mortgage will be re-financed, with each party contributing 10% of the appraised value (20% PMI) as a down payment. Mortgage will be paid out of joint account effective 7/1/99 regardless of ownership. In the event of divorce, Sandee will have rights to 1/2 of the house equity (if joint ownership has been established) but Ron will have rights to retain the house.


Sandee Berry

 5/20/99
Ron Sell