

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT,
IN AND FOR BROWARD COUNTY, FLORIDA

IN RE: The Marriage of

FAMILY DIVISION

ANA CASAS,

CASE NO: 2021-009852-FC-04 (12)

Petitioner/Wife,
and

JUAN JURADO,

Respondent/Husband.

SECOND ADDENDUM TO MARITAL SETTLEMENT AGREEMENT


This Second Addendum to the Marital Settlement Agreement is made and entered into this day of June, 2022 between JUAN JURADO, (herein "Husband") and ANA CASAS (herein "Wife"), who have sworn and agreed to as follows:

WHEREAS, the parties entered into a Marital Settlement Agreement entered on June 14, 2021 (*Husband signed June 14, 2021 and Wife signed July 30, 2021*) and which was filed with the Court on November 4, 2021 (herein referred as "MSA") and Addendum dated March 16, 2022;

WHEREAS, the parties desire to add additional terms to the Marital Settlement Agreement and Addendum;

WHEREAS, the parties agree for this Second Addendum to the Marital Settlement Agreement (herein "Second Addendum") to be part of the Marital Settlement Agreement;

WHEREAS, each party has assented to this Second Addendum freely and voluntarily, without coercion or duress;



J.J.



A.C.

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the parties have agreed and do hereby agree as follows:

1. **RECITALS**: The above recitals are hereby incorporated as a part of this Agreement and accepted and agreed to by both parties as though fully set forth in the body of this Agreement. The fact that a particular provision of the body of this Agreement is not mentioned in the recitals shall not affect the validity or enforceability of such provision. The facts stated in the recitals shall be conclusively presumed to be true for all purposes between the parties.

2. The Husband owns a 2016- BMW X7 with the VIN # 5UXCW2C54KLB44121 (herein "BMW"). The Husband hereby represents that he owns the BMW free and clear and that there are no fines, traffic citation(s), parking tickets, Sunpass charges and/or violations, debt, liens and/or encumbrances (herein collective "debt") outstanding on the vehicle and/or related thereto. In the event there is any outstanding debt, owed on or related to the vehicle, the Husband shall be solely responsible to pay same prior to the transfer. The Husband further represents that the BMW is operable and in good working condition with no body and/or mechanical damage. Within five (5) days of the execution of this Second Addendum, the Husband shall transfer full ownership and clear title of the BMW to the Wife and shall deliver the vehicle (BMW shall be delivered to the Wife in good working condition with no body and/or mechanical



J.J.



A.C.

damage) to the Wife as her sole property. The Husband shall be responsible to pay all the necessary costs and fees to transfer the BMW and clear title of the BMW to the Wife. Upon the transfer, the Wife shall own the BMW free and clear from any claims of the Husband.

If the subject vehicle is totally destroyed as a result of a casualty prior to the transfer of ownership, the proceeds of any settlement or Judgment against an insurance company shall be paid in full directly to the Wife. In the event of a partial casualty loss or a non-casualty loss, any settlement or other payment based on the loss shall be paid directly to the Wife. The parties shall cooperate and immediately endorse, upon written request, all checks in this regard issued by the insurance company for immediate deposit and distribution.

3. Except as expressly set forth herein, all other terms and conditions of the Marital Settlement Agreement entered on June 14, 2021 (*Husband signed June 14, 2021 and Wife signed July 30, 2021*) and which was filed with the Court on November 4, 2021 and the addendum dated March 16, 2022, shall remain in full force and effect.

4. **ENFORCEMENT**: In the event either party defaults on their obligations under this Second Addendum and/or the Marital Settlement Agreement and attorney's fees are incurred in order to enforce this Second Addendum, Addendum and/or the Marital Settlement Agreement, the prevailing party shall be entitled an award of all reasonable attorney's fees, costs relative to said litigation, be it at the trial level or appellate level. Both parties agree that all attorney's fees and costs incurred in enforcing and collecting



J.J.



A.C.

attorney's fees and costs shall also be awarded to the prevailing party. To be clear the prevailing party shall be entitled to all of their reasonable attorney's fees and costs as defined herein from the non-prevailing party.

5. **VOLUNTARY EXECUTION**: The parties to this Second Addendum fully declare that they have read, in detail, and have understood the provisions set forth in this Second Addendum and the parties have done so after retaining independent legal counsel or having had the opportunity to do so. The parties further represent that after having read and understood all the terms, conditions, and obligations, set forth in this Second Addendum. Each has signed, executed and entered into this Second Addendum freely and voluntarily without any undue influence, fraud, coercion, threats or intimidation and/or any misrepresentations by either party or their counsel.

7. **AGREEMENT TO BE ADMITTED INTO EVIDENCE**. This Second Addendum to the Marital Settlement Agreement shall be introduced into evidence and shall be binding upon the parties. Both parties shall request that the Court ratify and approve this Addendum and incorporate it into any Final Judgment dissolving the marriage of the parties, by reference. Neither party will contest the enforcement of this Second Addendum nor the dissolution of the marriage.

8. **AGREEMENT NOT MERGED**: While this Second Addendum shall be incorporated into the Final Judgment, it is specifically agreed that this Second Addendum shall not be merged into any Final Judgment, and that it will be an independent contract,


J.J.


A.C.

the terms of which constitute an enforceable legal and/or equitable obligation. Nothing herein contained in any manner shall affect either party's right to enforce the terms of this Second Addendum and or the Addendum and/or Marital Settlement Agreement through the contempt powers of the Court. The failure of the Husband or Wife to insist, in any instance, upon strict performance of any term or provision of this Second Addendum, shall not be deemed a waiver or relinquishment for any future requirements for performing any such term or provision, and the same shall continue in full force and effect.

9. **BINDING EFFECT**: This Agreement shall be binding upon the parties' respective heirs, next of kin, administrators, executors, personal representatives, and assigns.

10. **ADDITIONAL INSTRUMENTS**. Each of the parties shall from time to time, at the request of the other, execute, acknowledge, and deliver to the other party any and all further instruments that may be reasonably required to give full force and effect to the provisions of this Agreement.

11. **EFFECTIVE DATE OF THIS AGREEMENT**: The effective date of this Agreement shall be the date upon which the last party executes this Agreement.

12. **ATTORNEY FEES**: Each party shall be responsible for their own attorney's fees and costs incurred in connection with this action through entry of the Final Judgment. In the event of any litigation to enforce this Agreement, the prevailing party shall be entitled to an award of all reasonable attorney's fees, costs and suit monies



J.J.



A.C.

relative to said litigation, be it at the trial level or appellate level.

IN WITNESS THEREOF, the parties affixed their signatures on the date first above
written:



J.J.



A.C.

WITNESSES AS TO HUSBAND:

Juan Diego Farah
Printed Name:

[Signature]
JUAN JURADO /Husband

Sebastian Chirinos
Printed Name:

WITNESSES AS TO WIFE:

Juan Diego Farah
Printed Name:

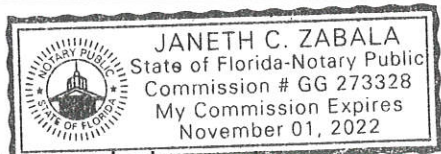
[Signature]
ANA CASAS /Wife

Sebastian Chirinos
Printed Name:

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument acknowledge before me this 28th day of June, 2022, by ANA CASAS, who produced the following identification,

FL Drivers License and who did take an oath.



My commission expires: 11-01-2022

[Signature]
Notary Public

[Signature]
J.J.

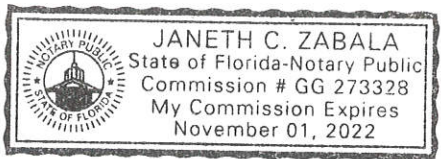
[Signature]
A.C.

STATE OF FLORIDA)
COUNTY OF Dade) SS:

The foregoing instrument acknowledge before me this 08th day of June, 2022, by JUAN JURADO, who produced the following identification, FL Drivers License and who did take an oath.

[Signature]
Notary Public

My commission expires
11-01-2022



[Signature]
J.J.

[Signature]
A.C.