

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR WALTON COUNTY, FLORIDA
FAMILY LAW DIVISION

IN RE: THE MARRIAGE OF	:	
	:	
KAREN SUE TRADER,	:	
Petitioner/Wife,	:	Case No.: 2021-DR-00831
	:	
and	:	
	:	
MICHAEL DEAN TRADER,	:	
Respondent/Husband.	:	

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE having come before this Court in Chambers upon the Petitioner/Wife’s Petition for Dissolution of Marriage, and the Court having been otherwise fully advised in the premises, finds as follows:

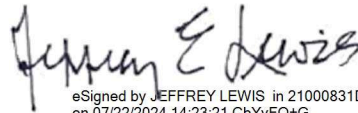
- A. This Court has jurisdiction over the parties and subject matter.
- B. The parties were married to each other on February 14, 2009 in the State of Kansas.
- C. The marriage between the parties is irretrievably broken.
- D. The Wife was a permanent and continuous resident of the State of Florida for more than six months prior to the filing of the Petition for Dissolution of Marriage.
- E. There were no children born of the marriage. Wife is not currently pregnant, nor are any further issue expected.
- F. The parties have entered into a Marital Settlement Agreement on July 17, 2024. The Agreement is found to be fair and reasonable and entered into by the parties freely and voluntarily after full disclosure and incorporated herein as **Exhibit “1”**.

Upon the foregoing, it is hereby,

ORDERED AND ADJUDGED as follows:

1. This Court has jurisdiction of the parties herein and the subject matter hereto.
2. That the marriage between the Petitioner/Wife, KAREN SUE TRADER, and the Respondent/Husband, MICHAEL DEAN TRADER, be and the same is hereby dissolved.
3. That the Marital Settlement Agreement entered into between the parties on July 17, 2024, was executed voluntarily after full disclosure and is in the best interests of the parties. As such, it is approved and incorporated in this Final Judgment by reference and the parties are hereby ordered to comply with it.
4. That the Court retains jurisdiction of this matter to enter all further orders as may be necessary and appropriate to enforce the terms of the aforesaid Marital Settlement Agreement and such other orders as may be necessary and proper.

DONE AND ORDERED in Chambers in Walton County, Florida, this 22nd day of July, 2024.



eSigned by JEFFREY LEWIS in 21000831DRAXMX
on 07/22/2024 14:23:21 CbYvFO+G

THE HONORABLE JEFFREY E. LEWIS
Circuit Court Judge

Copies furnished to:

Andrew D. Wheeler, Esq.
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Jason Scott Coupal, Esq.
Attorney for Respondent/Husband
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IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR WALTON COUNTY, FLORIDA
FAMILY LAW DIVISION

IN RE: THE MARRIAGE OF :
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KAREN SUE TRADER, :
 :
 Petitioner/Wife, :
 :
and :
 :
MICHAEL DEAN TRADER, :
 :
 Respondent/Husband. :
 :

Case No.: 2021-DR-00831

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made this 17th day of July, 2024, by and between **KAREN SUE TRADER**, (hereinafter referred to as “Wife”), and **MICHAEL DEAN TRADER**, (hereinafter referred to as “Husband”).

WHEREAS, the parties hereto were married to each other on February 14, 2009, in the State of Kansas; and

WHEREAS, there were no children born of the marriage, Wife is not currently pregnant, and no further issue are expected; and

WHEREAS, unfortunate and irreconcilable differences have arisen between said parties, rendering the marriage irretrievably broken; and

WHEREAS, it is the desire and purpose of the parties to resolve all issues with regard to property and finances and determine for all time their rights in such manner that any action with respect to the rights and obligations noted herein (past, present or future), of either party with respect to the other be finally and conclusively settled and determined by this Agreement; and

WHEREAS, each party has given full and mature thought to the meaning of this Marital
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WHEREAS, each party has given full and mature thought to the meaning of this Marital
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Settlement Agreement and of all the obligations contained herein; and each of the parties understand that the agreements and obligations assumed are assumed with the express understanding and agreement that they are in full satisfaction of all obligations each party now has or may hereafter or otherwise have toward the other; and the parties declare that each has individually read and understands the facts and this Agreement and each party signs this Agreement freely and voluntarily;

NOW, THEREFORE, in consideration of these premises and the mutual promises, covenants, and understandings herein contained and for other good and valuable considerations, receipt of which is acknowledged, the parties agree as follows:

1. SEPARATION:

The parties shall live separate and apart, free from interference by each other as if they were unmarried. Each party may reside at the place or places he or she may select. Neither party shall molest or interfere with the other, nor attempt to compel the other to cohabit or dwell with him or her by any means whatsoever, nor shall either party, in any manner, annoy, molest, or interfere with the other party, in his or her person, profession, or business.

2. ALIMONY:

The parties irrevocably waive all forms of alimony, whether durational, rehabilitative, “bridge-the-gap,” or lump sum alimony, and any other form of spousal support, regardless of any change of circumstances in the future.

3. EQUITABLE DISTRIBUTION:

The parties have agreed to an equitable distribution of all their marital assets and liabilities as follows:

a. Marital Property at 3137 Trinity Drive, Belton, Texas 76513: The parties own property at 3137 Trinity Drive, Belton, Texas 76513, where Wife currently resides. The parties

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agree that the property's value is \$354,900, with each party being entitled to \$177,450 as their marital share. Wife shall have exclusive use and possession of the property, and she shall retain the property free and clear of any claim of Husband. The valuation set out in this paragraph is only for the purpose of establishing the amount of the equalization payment set forth below. Husband shall return his house and mailbox keys to Wife within 30 days of a Final Judgment being entered. Once Wife pays the equalization payment set forth below to Husband, she shall provide Husband with a quitclaim deed prepared consistent with the laws of the State of Texas to Husband, who shall thereafter execute it and return it to Wife within thirty (30) days of receipt. Wife shall be responsible for all costs associated with the preparation of the quitclaim deed.

b. **Equitable Distribution Credit:** Husband shall extend an equitable distribution credit of \$15,842.39 to Wife, which shall reduce the below equalization payment due from Wife to Husband.

c. **Equalization Payment:** Within thirty (30) days of the entry of the Final Judgment of Dissolution of Marriage in this cause, Wife shall pay \$153,007.61 to Husband, said sum consisting of Husband's ½ share of the marital property in Belton, Texas (\$177,450.00) less the \$15,000.00 equitable distribution credit set forth above, less \$842.39 in joint account rewards retained by Husband, and \$8,600.00 to satisfy Wife's auto loan. The net equalization payment shall be made to Husband by Wife in cash or certified funds.

d. **Husband's Bank of America 401(k) Plan (x0835):** The parties shall divide Husband's Bank of America 401(k) Plan equally, after Husband is allowed a credit of \$34,400.00 for post-filing contributions, via a Qualified Domestic Relations Order (QDRO), which shall specify that the account balance should be divided at its value on the day the QDRO is applied against the account (the date of division), after Husband is first credited with \$34,400.00. The value of the plan as of July

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5, 2024 is \$600,651.12, but the parties acknowledge that the value of the Plan may fluctuate *due to market conditions* until the funds are distributed via the QDRO. Husband represents that he has not withdrawn any funds from the retirement account since the date this action was filed and Wife has relied upon that representation in this agreement. Wife shall be responsible for the costs associated with the preparation of the QDRO, which shall be presented to Husband for review within ninety (90) days of the entry of the Final Judgment of Dissolution of Marriage.

e. **Jewelry:** Wife shall retain all marital jewelry as her own, free and clear of any claim by Husband.

f. **Motor Vehicles:** Husband shall retain his 2008 Honda Accord vehicle as his own, free and clear of any claim by Wife. Within thirty (30) days of the entry of the Final Judgment of Dissolution of Marriage, Wife will execute all documents necessary to transfer the title of the 2008 Honda Accord vehicle into Husband's name alone. Wife shall retain her 2020 Honda CR-V vehicle, free and clear of any claim by Husband. Wife shall be responsible for the the outstanding Bank of America loan on her vehicle, in full, and Husband will execute all documents necessary to transfer the title of the 2020 Honda CR-V vehicle into Wife's name alone within 30 days of a Final Judgment being entered in this case.

g. **Tangible Personal Property:** The parties, after having sufficient opportunity to investigate these matters, have equitably divided all other tangible personal property that exists in this marriage which is not previously mentioned herein.

h. **No Additional Claims:** The parties agree that the provisions of this paragraph represent the complete division of the marital estate, and further agree that they shall and do mutually remise and release and forever discharge each other from any and all actions, suits, debts, claims, demands and obligations whatsoever in law and in equity, which either of them ever had, now has, or

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may hereafter have, against the assets of the other not mentioned in this paragraph, including, but not limited to, Husband's Sprint retirement funds, and Wife's KPERS benefits.

i. **Liabilities:** The parties will each be responsible for the debts that exist in their own name, except as provided in this paragraph.

j. **Transfer of Joint Accounts:** Husband shall retain the parties' joint accounts: Visa Credit Card, Account #5228, Checking Tiered Int Account #9837, Advantage Savings Account #2401, Savings Escrow Account #7147 together with any funds in those accounts, and he shall be financially responsible for any liabilities associated with the accounts. Wife shall execute any and all documentation necessary to transfer the accounts to Husband's name within 30 days of a Final Judgment being entered in this case.

4. **DISCLOSURE OF ASSETS:**

Each of the parties hereby represents and warrants that he or she has made total and full disclosure of all assets and things of value in which he or she has an interest, be it legal, equitable or beneficial.

5. **WAIVER OF FURTHER MANDATORY DISCOVERY:**

The parties waive further mandatory disclosure pursuant to Rule 12.285 of the Florida Family Law Rules of Procedure.

6. **WAIVER OF 30-DAY NOTICE:**

The parties do hereby waive notice of the time and place of the final hearing in this cause and specifically waive the provisions of Rule 12.400, Florida Family Law Rules of Civil Procedure.

7. **TAX ADVICE.**

The parties acknowledge that the recent Tax Reform Acts, and all amendments thereto, created dramatic changes in the tax law as it affects the dissolution of marriages, including, but not

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limited to, the tax consequences of support payments and all taxes associated with the division of property. Attorneys for the parties do not hold themselves out as being experts in tax-related matters and, therefore, have recommended that the parties obtain competent tax advice from an independent source. By execution hereof, the parties acknowledge such recommendation and, if they so desire, will seek and obtain advice with regard to matters of concern to them, as contemplated herein.

8. RELEASE:

Except as otherwise herein expressly provided, the parties shall and do mutually remise and release and forever discharge each other from any and all known actions, suits, debts, claims, demands and obligations whatsoever in law and in equity, which either of them ever had, now has, or may hereafter have.

Each party hereby releases and relinquishes any and all rights that he or she may now have, or may hereafter acquire, as spouse under the present or future laws of any jurisdiction, including, but not limited to:

- (a) The right of either party to share in the estate of the other upon the latter's death by way of dower, curtesy, elective share, or in any other manner;
- (b) To act as personal representative of the other's estate;
- (c) The right to take any statutory or family allowance against the estate of each other upon the other's death.

These provisions are intended to constitute a mutual waiver by the parties to take against each other's Will or estate under the present or future laws of any jurisdiction whatsoever and shall be construed to be general in character, notwithstanding the fact that specific items are mentioned herein.

9. RECONCILIATION:

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It is the intention of the parties that this Agreement will remain in full force and effect regardless of whether there is reconciliation between the parties and a resumption of the marital relationship.

10. LEGAL COUNSEL:

It is understood and agreed by and between the parties that each party individually has a right to seek and retain their own independent counsel authorized to practice law in Florida, to review, advise and represent their respective interests herein, and both parties have been encouraged to do so. The Wife acknowledges by her signature on this document that she has had the opportunity to obtain such review, advice, and representation from independent legal counsel of her own choosing. The Husband acknowledges by his signature on this document that he has had the opportunity to obtain such review, advice, and representation from independent legal counsel of his own choosing.

The Wife was represented by Andrew Wheeler, Esquire. The Husband was represented by Jason Scott Coupal, Esquire. Each party will be responsible for their own attorney's fees and costs.

11. EXECUTION OF DOCUMENTS:

The parties shall execute every document necessary to carry out the provisions of this Agreement. If no time provision is stated, the documents shall be executed and delivered, or the action taken, at the Final Hearing.

12. ENTIRE UNDERSTANDING AND MODIFICATION:

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This Agreement contains the entire understanding of the parties. There are no other representations of any kind other than those expressly set forth herein. No modification or waiver of the terms of this Agreement shall be valid unless in writing and executed with the same formalities as this Agreement. No waiver of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature. If any of the provisions of this Agreement are held invalid or unenforceable, all of the other provisions shall nevertheless continue in full force and effect.

13. DISSOLUTION OF MARRIAGE:

The parties agree that a copy of this Agreement, duly executed, shall be filed among the papers in any Dissolution of Marriage action and the parties jointly and severally request and pray the Court, if a Dissolution of Marriage is granted, upon a Final Hearing in such cause, expressly approve this Agreement and include the same in any Final Judgment entered by the Court.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true. I am satisfied by the terms of this Marital Settlement Agreement, and intend to be bound by it.

7/17/2024

Dated: _____

Karen Sue Trader

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KAREN SUE TRADER, Petitioner/Wife

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true. I am satisfied by the terms of this Marital Settlement Agreement, and intend to be bound by it.

7/17/2024

Dated: _____

Michael Dean Trader

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MICHAEL DEAN TRADER, Respondent/Husband

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eSignature Details

Signer ID:	ThqkqCqJZP87wvj9HgQbSKEX
Signed by:	Karen Sue Trader
Sent to email:	sherraden6@yahoo.com
IP Address:	76.237.182.211
Signed at:	Jul 17 2024, 10:34 am CDT

eSignature Details

Signer ID:	9T8aAyFoKqG7wwiiZvXfFsGM
Signed by:	Michael Dean Trader
Sent to email:	betherenow@aol.com
IP Address:	204.144.209.132
Signed at:	Jul 17 2024, 2:04 pm EDT