

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
IN AND FOR PINELLAS COUNTY, FLORIDA**

**IN RE: THE MARRIAGE OF:**

**CHEYANNE MARIAH WHITE,**  
  **Petitioner,**  
**and**

**Case No.: 24-004989-FD**  
**Section: 22**

**ERIC FRANCIS WHITE,**  
  **Respondent.**

\_\_\_\_\_ /

**FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE**  
**(UNCONTESTED)**

**THIS CAUSE** came before this Court for a final hearing via video conference on August 26, 2024, on the Petition for Dissolution of Marriage. Present at the hearing was the Petitioner, CHEYANNE MARIAH WHITE, with counsel, O. Kim Byrd, Esq., and the Respondent, ERIC FRANCIS WHITE, with counsel James R. Kannard, Jr., Esq. The Court, having reviewed the file and heard the testimony, makes these findings of fact and reaches these conclusions of law:

1. The Court has jurisdiction over the subject matter and the parties.
2. Petitioner has been a resident of the State of Florida for more than 6 months immediately before the filing of the Petition for Dissolution of Marriage.
4. The parties were married on June 02, 2018.
5. The marriage between the parties is irretrievably broken.
7. There are no minor children of the marriage and neither spouse is expecting.
8. The parties have filed a Joint Verified Waiver of Filing Financial Affidavits and a Waiver of Mandatory Disclosure.
9. The parties have voluntarily entered into a Marital Settlement Agreement.

10. Petitioner requests that her former name, CHEYANNE MARIAH HALEY, be restored. The court has made the required findings.

It is therefore, **ORDERED AND ADJUDGED:**

- A. The marriage between the parties is dissolved and the parties are restored to the status of being single.
- B. The Marital Settlement Agreement, which is attached as Exhibit A, is approved by the court and incorporated herein, but not merged. The parties shall obey all its provisions.
- C. A Final Judgment of Name Change shall be entered separately.
- D. The Court reserves jurisdiction to enter a Qualified Domestic Relations Order and to modify, clarify and enforce this final judgment.

**DONE AND ORDERED** in Pinellas County, Florida, on \_\_\_\_\_

Electronically Conformed 8/31/2024  
 William Burgess \_\_\_\_\_  
 Circuit Court Judge

Copies to: O. Kim Byrd, Counsel for Petitioner (okimbyrdesq@gmail.com)  
 James R. Kannard, Jr., Counsel for Respondent (james@kannardlaw.com)

# Exhibit A

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
IN AND FOR PINELLAS COUNTY, STATE OF FLORIDA

IN re the Marriage of:

CASE NO: 24-004989-FD

                      
CHEYANNE MARIAH WHITE,  
Petitioner,

DIVISION: \_\_\_\_\_

and

ERIC FRANCIS WHITE,  
Respondent.

\_\_\_\_\_/

## MARITAL SETTLEMENT AGREEMENT

THIS **MARITAL SETTLEMENT AGREEMENT**, hereinafter referred to as the "Agreement," is made between CHEYANNE MARIAH WHITE, hereinafter referred to as "Petitioner," and ERIC FRANCIS WHITE, hereinafter referred to as "Respondent," and collectively referred to as the "Parties."

### WITNESSETH:

**WHEREAS** the Parties were married to each other on or about June 2, 2018, in South Port, North Carolina;

**WHEREAS** there are no minor children expected or in the process of adoption, and neither party is currently pregnant;

**WHEREAS** the Parties of said cause, being desirous of avoiding lengthy and extensive litigation insofar as the same relates to the matters at issue, have entered into this Marital Settlement Agreement;

**WHEREAS** the Parties acknowledge that irreconcilable differences exist;

**WHEREAS** in view of the Parties' intentions to continue to live separate and apart, they desire to settle their respective marital property rights and obligations, both real and personal, that each may have by virtue of their marriage or otherwise;

**WHEREAS** each of the Parties believes the terms herein to be fair, just and reasonable, and each has assented freely and voluntarily to the terms contained herein without being coerced or threatened to do so.

CW  
C.M.W.

Marital Settlement Agreement  
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EW  
E.F.W.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants, promises and undertakings herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged between the Parties, and said Parties have agreed and do hereby agree as follows:

**JURISDICTION AND VENUE**

The Parties resided in the state of Florida during the six (6) months preceding the filing of this action and continuously thereafter.

Florida has jurisdiction over the Parties and this subject matter.

Venue in Pinellas County is appropriate as it is the County where the parties last resided together with the intention to remain married, where the cause of action accrued, and where the real estate in controversy is located.

**SEPARATE LIVES**

At all times hereafter, each Party shall live and continue to live separately and apart at such place or places as he or she may from time to time choose or deem fit. Each Party shall be free from interference, authority, and control, direct and indirect, by the other as if he or she was single and unmarried. Neither Party shall molest the other, interfere with the peace and comfort of the other, or compel, or seek to compel, the other to associate, cohabit or deal with the other.

A. **ALIMONY**: Each party hereby absolutely and expressly waives each and every right, entitlement, and claim to receive spousal support in any form from the other party, which, without limitation, includes temporary alimony, periodic alimony, rehabilitative alimony, and lump sum alimony. Both parties recognize and expressly acknowledge their respective, independent financial abilities to provide for their maintenance and support without economic dependence upon the other party.

B. **EQUITABLE DISTRIBUTION OF MARITAL ASSETS**

1. **Joint Bank Accounts**: Any bank accounts owned jointly by the parties shall be closed on the date of execution of this agreement and any balance in the account at that time shall be distributed equally to the parties. Other than the joint

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bank accounts mentioned herein, the parties have no jointly held or titled personal property.

2. Personal Property: Except as otherwise provided in this Agreement, each party shall receive, and shall retain sole possession and ownership as their share of the assets, and the other Party hereby waives and releases any and all claims or interest therein if any, to the following:

a. All sums of cash in the possession of the party or subject to his or her sole control.

b. All funds in accounts or otherwise on deposit, including any accrued interest, in banks or any other financial institutions, which are in the party's sole name or from which the party has the sole right to withdraw funds or which are subject to the party's sole control.

c. All financial accounts currently in the party's possession or titled in their name.

d. All motor vehicles currently in the party's possession and/or titled in their name.

e. All clothing, jewelry and personal effects in the possession of the party or subject to his or her control.

f. All furniture and furnishings in the possession of the party or subject to his or her control.

3. Real Property

a. 2969 Longbrooke Way, Clearwater, FL 33760. The parties own the real property located at 2969 Longbrooke Way, Clearwater, FL 33760 as husband and wife, more accurately described as follows:

Parcel Number: 29-29-16-52795-000-0271

Legal Description: LONGBROOKE SUB UNIT ONE PART OF LOT 27 DESC BEG SW COR OF LOT 27 TH N00D58' 24"E 133.82FT TH S89D01' 26"E 68.2FT TH S06D05'41"E 101.6FT TH S21D31'W 59.31FT TH CUR LT RAD 100FT ARC 65.14FT CB N68D 23'33"W 64FT TO POB

i. Mortgage. The mortgage is currently held by Cross Country Mortgage in the name of both parties.

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ii. Payment to Petitioner. The Respondent shall pay the Petitioner a total of \$140,000 in exchange for her interest in this property. Payment is to be made as follows: \$115,000 shall be paid by Qualified Domestic Relations Order (QDRO) and \$25,000 shall be paid via direct electronic transfer. The parties shall have a QDRO prepared and submitted to the Court directing the transfer of \$115,000 from the Respondent to the Petitioner. The husband shall pay for all fees associated with the QDRO. The husband shall transfer \$25,000 to the wife via direct electronic transfer upon receipt of the wife's fully executed Quit Claim Deed.

iii. Quit Claim Deed. The wife shall execute a Quit Claim Deed transferring all of her interest in the property to the husband and provide the same to the husband within five (5) business days of the Court signing the QDRO.

iv. Refinance of Mortgage. The husband shall refinance the existing mortgage and note to remove the wife's name from the same within six (6) months after the entry of a Final Judgment of Dissolution of Marriage. If the husband is unable to refinance the existing mortgage and note within six (6) months after the entry of a Final Judgment of Dissolution of Marriage, the husband shall list the property for sale. The husband shall be responsible for all repairs that are necessary to affect the sale of the property (e.g. plumbing repairs, electrical repairs, correction of code violations, etc.). The husband shall receive all of the net proceeds of the sale of the property.

b. 8011 Gray Haven Road, Baltimore, MD 21222. Respondent is the sole owner of property located at 8011 Gray Haven Road, Baltimore, MD 21222. The parties agree that this property is the non-marital property of the Respondent. The Petitioner waives any interest in this property.

c. 179 Bennet Road, Baltimore, MD 21221. The Respondent is the sole owner of property located at 179 Bennet Road, Baltimore, MD

21221. The parties agree that this property is the non-marital property of the Respondent. The Petitioner waives any interest in this property.

4. Retirement Accounts: The Petitioner has a 401(k) retirement plan held by American Funds. The Respondent has a Marine Engineer's Beneficial Assoc. (MEBA) 401(k) retirement plan held by Fidelity, a MEBA Money Purchase Benefit Plan held by Fidelity, a MEBA Defined Benefit Plan managed by MEBA plans office in Baltimore, Maryland and a Roth IRA held by T. Rowe Price. Except as otherwise specified herein, each Party will receive any and all benefits existing by reason of his or her past, present, or future employment including but not limited to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, military retired pay, accrued unpaid bonuses, or disability plan, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom and any other rights related thereto, and the other Party hereby waives and releases any and all claims or interest in the other's retirement plans.

5. Channel Roasters, LLC. The Respondent owns a limited liability company, Channel Roasters, LLC. The Petitioner waives any interest in this business. The Respondent shall take the necessary action to remove any reference to the Petitioner on the annual report and shall make whatever revisions are necessary to remove any reference to the Petitioner's the Management Agreement or any other agreements or contracts that refer to ownership of the LLC. The Respondent shall hold harmless and indemnify the Petitioner from any and all liability related to this LLC.

C. DIVISION OF LIABILITIES. The Parties have no other joint secured or unsecured debt, except as described herein. Each party shall be responsible for any debts incurred in their sole name or jointly held with a third party. Each party shall indemnify and hold the other party and the property of the other party harmless from liability with respect to their sole debts. Neither Party shall hereafter incur any obligation or liability for which the other Party will be liable.

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E.F.W.

D. ATTORNEYS' FEES AND COURT COSTS. Each Party shall be solely responsible for their own attorneys' fees and court costs incurred in this proceeding.

**GENERAL PROVISIONS**

E. WAIVER OF FINANCIAL DISCLOSURES: Each party agrees that they have made full and adequate disclosure to each other of their respective assets, resources and current financial condition, and, further, each party agrees to keep any such personal and/or business knowledge and information private and confidential. Each party acknowledges that this Agreement has been reached in reliance upon such information. The parties waive the provision of the Mandatory Disclosures required by Florida Family Law Rules of Procedure 12.285 including Family Law Financial Affidavits, stating that they have no minor children and no support issues.

F. EXECUTION OF DOCUMENTS: Within a reasonable time after written demand, but in any case no less than five (5) business days, each Party shall execute, acknowledge and deliver all documents or instruments required to carry out the provisions of this Agreement. If either Party fails on demand to comply with this provision, that Party shall pay to the other all attorneys' fees, costs, and other expenses and penalties incurred as a result of such failure.

G. MODIFICATION: This Agreement shall not be modified by the Parties except by an agreement in writing duly subscribed and acknowledged with the same formality as this Agreement, or a court order on appropriate pleadings.

H. LEGAL INTERPRETATION: The laws of Florida shall govern the validity, construction, interpretation and effect of this Agreement.

I. BINDING EFFECT: Except as otherwise stated herein, all of the provisions of this Agreement shall be binding on and inure to the benefit of the respective heirs, next of kin and administrators of the Parties.

J. MUTUAL RELEASE: Subject to the provisions of this Agreement, each Party hereby releases the other of and from all cause or causes of action, claims, rights or demands, whatsoever, in law or in equity, that either of the Parties ever had, or now has, against the other except any or all cause or causes of action for divorce now pending, or hereafter brought by the other.

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K. RESERVATION OF JURISDICTION: The Pinellas County Florida Circuit Court shall reserve jurisdiction for modification and enforcement of this Agreement as provided herein and the Final Judgment entered in connection herewith.

L. REPRESENTATIONS: The Parties represent to each other that:

A. The Parties have had the opportunity to be represented by or consult with attorneys of their own choosing in the negotiation and preparation of this Agreement. The Petitioner has been represented by O. Kim Byrd, Esq. The Respondent has been represented by James R. Kannard, Jr., Esq. Each party has carefully read this Agreement and is completely aware of its contents and its legal effect.

B. The Parties fully understand the facts as to their legal rights and obligations. Each is signing the Agreement freely and voluntarily, intending to be bound by it.

C. Each Party understands and agrees that this Agreement constitutes the entire contract between the Parties and supersedes any prior understanding or agreement. There are no representations or warranties other than those set forth in this Agreement.

D. In the event of reconciliation, the Parties understand that matters dealing with property division shall continue to be binding unless agreed to otherwise in writing.

M. COPIES VALID. A copy, electronic copy, reproduction, or facsimile of this Agreement shall be equally as valid and binding as the original.

N. TAX EXPERT. Each party has been advised by their respective attorneys to seek tax advice from a qualified professional tax expert before filing their tax return.

O. FEES FOR ENFORCEMENT: Should either Party seek to enforce any provision of this Agreement, and is successful, that party shall be entitled to recover his/her reasonable attorney's fees and costs from the other Party.

P. SUBSEQUENT DISSOLUTION OF MARRIAGE: Nothing contained in this Agreement shall be construed to prevent either Party from obtaining a dissolution of marriage in the State of Florida.

E. In any such action, each Party, provided the other is not in default under this Agreement, shall make no claim for alimony, equitable distribution, attorneys' fees, or for suit money except in accordance with the provisions of this Agreement.

F. This Agreement may be offered in evidence by either Party in any such action, and, if acceptable to the court, shall be incorporated by reference in the judgment. Notwithstanding incorporation in the Final Judgment, this Agreement shall not be merged with it. This Agreement shall, in all respects, survive the judgment as an independent contract and be forever binding on the Parties. This Agreement may be enforced independently of the Final Judgment.

Q. WAIVER: No waiver of any breach of the terms of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or similar nature. No waiver of any rights created by this Agreement shall be deemed to be a waiver for all time of those rights, but shall be considered only as to the specific event surrounding that waiver.

R. SEVERABILITY: If any portion of this Agreement is held illegal, unenforceable, void or voidable by any Court, then each of the remaining terms hereof shall nevertheless remain in full force and effect as a separate contract. This Agreement shall be deemed modified and amended to the extent necessary to render it valid and enforceable.

S. SELF-EXECUTING CLAUSE: In the event that any of the papers agreed to be executed and delivered in furtherance of this Agreement are not executed and delivered within five business (5) days of receipt of a written request for same, then it is agreed that this Agreement shall be self-executing to operate as a conveyance from the Petitioner to the Respondent and/or from the Respondent to the Petitioner of the properties and assets referred to herein.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Parties have signed and sealed these presents the day and year set forth below.

I have read this Agreement carefully and understand that it will affect my legal rights now and in the future. Further, by my signature, I do hereby acknowledge that I understand the contents herein and am willing to be bound by this Agreement. I certify that I have been open and honest in entering into this settlement agreement. I am satisfied with this agreement and intend to be bound by it.

Dated: 6/28/24

[Signature]  
CHEYANNE MARIAH WHITE, Petitioner

Signed in the presence of:

[Signature] 6/28/24  
(Witness Signature) (Date)

Miriam Patel  
(Witness Name)

5115 W Knox St  
(Address)

Tampa, FL 33634  
(City, State, ZIP)

[Signature] 6/28/24  
(Witness Signature) (Date)

Kris Kelly  
(Witness Name)

5115 W Knox St  
(Address)

Tampa, FL 33634  
(City, State, ZIP)

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 28 day of June, 2024 by Cheyanne Mariah White, and the two witnesses identified above, who are personally known to me or have produced \_\_\_\_\_ as identification.



WILLIAM G. NEWTON  
Commission # HH 153598  
Expires July 31, 2025  
Bonded Thru Budget Notary Services

[Signature]  
Notary Public - State of Florida

William G. Newton  
Type or print name of notary public

[Notary Seal Here]

I have read this Agreement carefully and understand that it will affect my legal rights now and in the future. Further, by my signature, I do hereby acknowledge that I understand the contents herein and am willing to be bound by this Agreement. I certify that I have been open and honest in entering into this settlement agreement. I am satisfied with this agreement and intend to be bound by it.

Dated: 7/7/24

Eric Francis White  
ERIC FRANCIS WHITE, Respondent

Signed in the presence of:

Mark Ballast  
(Witness Signature)

Joseph Cammarano  
(Date) (Witness Signature) (Date)

MARK BALLAST  
(Witness Name)

Joseph Cammarano  
(Witness Name)

2965 LONG BROOKE WAY  
(Address)

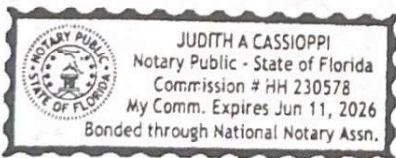
29630 Ginnetto Dr  
(Address)

CLEARWATER, FL 33760  
(City, State, ZIP)

Wesley Chapel, FL 33543  
(City, State, ZIP)

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of July, 2024 by Eric Francis White, and the two witnesses identified above, who are personally known to me or have produced \_\_\_\_\_ as identification.



[Notary Seal Here]

Judith A Cassioppi  
Notary Public - State of Florida

Judith A Cassioppi  
Type or print name of notary public