

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
FAMILY LAW DIVISION

SIMON C. WESTON,
Petitioner/Husband

and

Case No.: 21-000651-FD-12

HEATHER L. SPENCE,
Respondent/Wife

PARTIAL AGREEMENT

Come now the parties, the Petitioner/Husband, SIMON C. WESTON, and the Respondent/Wife, HEATHER L. SPENCE, by and through their undersigned counsel, who stipulate and agree as follows:

1. The parties attended a continued mediation conference on March 1st, 2022. As a result of this conferences, the parties reached the stipulations and agreements set forth herein.

2. PROPERTY MATTERS:

A. **COMPLETE PAYMENT:** The provisions of this Agreement are intended by the parties to be complete payment to the parties with respect to any share or interest that either may have in the marital estate of the parties under the equitable distribution laws of the State of Florida.

B. **TRANSFERS:** The parties agree to equitably divide their marital assets and liabilities as outlined on the their Equitable Distribution Worksheet attached hereto as Exhibit "A" and Exhibit "B" and the payments and transfers of property to be made under this Agreement are made as and for a property settlement and as an equitable distribution of marital property under Section 1041 of the Internal Revenue Code. The parties agree to execute any and all documents necessary to effectuate the division and transfer of all property to be divided

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or transferred by the terms of this Agreement and, when applicable, to release any interest therein in favor of the other party. Although the parties' full Equitable Distribution Schedule is attached hereto as Exhibit "A" and "B," certain divisions set forth thereon have additional provisions and/or clarification provisions set forth below:

(1) REAL PROPERTY:

(a) The parties do not jointly own any real property that needs to be divided. The parties' previously owned a marital home which has been sold and the proceeds divided within accounts set forth on Exhibit "A."

(b) Land Trusts: The Husband acknowledges and agrees that he has no interest of any kind in any of the land trusts associated with the real properties listed on Exhibit "A." The Husband acknowledges and agrees that all interests in the land trusts associated with the real properties listed on Exhibit "A," shall be the sole and separate property of the Wife and he Husband waives any interest he has or may have under the laws of Florida therein. The Husband is currently listed as the Trustee of the Wife's land trust associated with the property located at 2906 N. 16th Street, Tampa, Florida. The Husband agrees to execute any and all documentation necessary to be removed as trustee of the same and further agrees to execute any and all documents necessary, including but not limited to the execution of a new deed (including but not limited to a trustee deed and/or quitclaim deed to the newly named trustee). The Wife agrees to indemnify, and hold the Husband harmless from any debts/expenses/liabilities owed on said land trusts. The parties agree that the Court shall reserve jurisdiction to enforce the intent of this paragraph, which is to remove the Husband completely from this trust and asset, and transfer same as set forth above. The Husband agrees

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to cooperate fully with the Wife in timely accomplishing the same within thirty (30) days of the execution of this agreement.

(2) CASH AND INVESTMENT ACCOUNTS:

(a) Joint Bank Accounts: The parties do not believe they have any joint financial accounts. If joint financial accounts are later discovered (and are not already assigned to a party on Exhibit "A," the parties agree to close same and divide the proceeds thereof equally.

(3) RETIREMENT ACCOUNTS:

(a) Accounts Divided: The parties agree that the marital and non-marital portions of their respective retirement accounts have been calculated by the Wife's CPA through December 31st, 2021 (See Exhibit "B"). The parties agree to divide the marital portions of their respective retirement accounts equally (the parties acknowledge that some accounts are 100% marital and others have a non-marital component as set forth on Exhibit "B"). However, the parties also agree that the Wife's CPA will update the values of same through current, before the parties enter an agreement as to how to accomplish their equitable distribution of these retirement accounts. Both parties shall provide to the Wife's counsel each updated account value through 2/28/22, with full backup for same from the actual account/financial institution (via statement or the like), by March 3rd, 2022. The Husband shall pay \$600 to the Wife's CPA by March 3rd, 2022, as and for full payment for her calculations of said updated schedule. The parties also acknowledge that through this update, both the marital and the non-marital balances of the accounts may change. The parties

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agree to reserve jurisdiction over the division of their retirement assets so as to allow for these updates, and over their respective positions over how each account will actually be divided between them. Both parties affirmatively state that neither of them has taken any withdrawals, distributions, loans, or taken any action of any kind to reduce the values of said accounts after from 12/31/21 or thereafter. The parties affirmatively state that any changes in the values of these accounts are related to market forces and/or additional deposits and there have been no actions or inactions taken by either to reduce the values. The parties agree that time is of the essence as it relates to this paragraph.

(b) The parties do not believe that a QDRO, letter of instruction or similar document is necessary to accomplish the above referenced division. The parties agree that the Husband shall prepare and execute the necessary documentation to transfer these funds. However, should same later be determined to be necessary, it is the intention of the parties that the transfers/division of the Husband's Retirement Account as provided in this Agreement, shall be reduced to a Qualified Domestic Relations Order ("QDRO"), letter of instruction, or similar document, which shall qualify as a QDRO, or similar document under Section 414(p) of the Internal Revenue Code, as soon as possible following the entry of the Final Judgment of Dissolution of Marriage. The parties agree that the Circuit Court of Pinellas County, Florida, shall retain jurisdiction to enter all such necessary QDRO or similar orders as well as all assignment orders to the extent required to maintain their qualified status and the original intent of the parties as stipulated. It is the

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intention of the parties that all QDROs continue to qualify as a QDRO under Section 414(p) of the Internal Revenue Code. Neither party shall take any actions, affirmative or otherwise, that can circumvent the terms and provisions of this Agreement, or that could diminish or extinguish the rights and entitlements of the other party as set forth herein. Should either party take any action or inaction to the detriment of the other, that party shall be required to make sufficient payments directly to the other to the extent necessary to neutralize the actions or inactions taken. The preparation cost of the QDRO, letter of instruction, or similar documents (if they become necessary) shall be divided evenly between the parties. The parties shall retain Matt Lundy, Esquire, for the initial preparation of the QDRO, letter of instruction, or any other Orders/documents necessary to effect the transfer of and/or division of the Husband's retirement assets as set forth herein. Both parties will fill out and provide all documentation requested by Mr. Lundy within seven (7) days of the request for same.

(c) In the event the Wife dies either prior to or subsequent to the segregation of assets for her, the Wife's award will be distributed to her estate, if permitted by the Plan. The death of the Husband either, prior to, or subsequent to the segregation of assets for the Wife's benefit will not affect the Wife's right to such benefit.

(4) MOTOR VEHICLES:

(a) Motor Vehicle to Wife: The Wife shall receive sole ownership and possession of the 2011 Jeep Grand Cherokee, the 1993 Jeep Wrangler and the 2001

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Jeep Cherokee and the Wife shall be solely responsible for any and all remaining monies due or expenses owed thereon and she shall indemnify and hold harmless the Husband from any maintenance, and/or expenses of any kind thereon. The Husband shall present and execute any documents necessary to transfer sole ownership of the 2011 Jeep Grand Cherokee to the Wife within fifteen (15) days of the execution of this agreement.

(b) Motor Vehicle to Husband: The Husband shall receive sole ownership and possession of the 2002 Corvette and the Husband shall be solely responsible for any and all remaining monies due or expenses owed thereon and he shall indemnify and hold harmless the Wife from any maintenance, and/or expenses of any kind thereon.

(5) PERSONAL PROPERTY:

(a) With the exception of each party's jewelry, the parties agree to reserve their respective positions regarding the division of personal property (including marital personal property and non-marital personal property).

(6) DEBTS:

(a) Except as provided for specifically stated on Exhibit "A," each party shall be solely and exclusively obligated for all debts incurred in the name of said party, and shall hold the other harmless for the payment of said debts. Each party shall be responsible for their own credit card debt incurred in their respective names. The parties represent and warrant that there are no other debts, joint or otherwise, other than as specifically set forth in this Agreement. If additional debts are discovered subsequent

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to the execution of this Agreement, the debt shall be paid by the party that incurred said debt.

(7) **EQUITABLE DISTRIBUTION EQUALIZING PAYMENT:**

(a) There shall be no equalizing payment owed to either the Husband or the Wife for purposes of equitable distribution.

3. **INDEMNIFICATION FOR PRIOR TAX RETURNS:**

A. Each party represents and warrants to the other that they have fully declared all income and properly claimed all deductions on prior Federal Income Tax returns. Neither party owes any tax, interest, or penalties for any other past returns, and no tax deficiency proceeding nor audit is pending or threatened with regard to any return. In the event that there is an audit or deficiency assessment on any prior joint return, or if a tax lien has been filed on any prior return, or is filed in the future, the party who first receives notice of it shall give the other immediate notice in writing. He or she will also forward copies of all papers received and all documents sent in response. The party's whose income or deductions are deemed responsible for the assessment or lien shall pay the assessment or lien, together with interest or penalties, if any, as well as all expenses that may be incurred if that party decides to contest the assessment (Similarly, if an amended tax return is filed and/or required for any prior year in which a joint return was filed, the party whose income or deductions are deemed responsible for any taxes owed, assessment or lien shall pay the same, together with interest or penalties, if any, as well as all expenses that may be incurred if that party decides to contest same). The responsible party agrees to indemnify the other party for any loss, injury, expense, or attorney's fees incurred as a result of a lien, audit, or assessment. In the event of an audit, each party shall cooperate with the other in providing all relevant information and documents. Each party will

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execute any forms or documents deemed necessary by the responsible party or his or her tax advisors. The Husband submits that he has filed his federal income taxes and/or state income taxes for the year 2020 as "Married filing Separately." The parties agree to file their federal income taxes and/or state income taxes for 2021 as "married filing separately." The parties further agree to reserve their respective positions over any and all child dependency exemptions/income tax credits, dependent credits and/or rebates, childcare tax credits and/or stimulus funds received and/or claimed by either party related to tax year 2020 and any year thereafter, to be addressed as in incident of child support (both retroactively and prospectively).

4. **GENERAL PROVISIONS:**

A. **MODIFICATION:** No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and signed and delivered by both parties. No waiver or any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

B. **FUTURE DISSOLUTION AND AGREEMENT AS EVIDENCE:** Nothing herein contained shall be construed to bar or prevent either party from pursuing an action for dissolution of marriage. This Agreement shall be offered as evidence in such action and, if acceptable to the Court, shall be incorporated by reference in any judgment or decree that may be granted. Notwithstanding such incorporation of this Agreement, it shall not be merged in the judgment or decree, but shall survive the same and shall be binding and conclusive on the parties for all time.

C. **LEGAL ACTION:** In the event Husband or Wife or both institute any legal action to enforce this agreement, the parties agree that the non-prevailing party in any such legal action or suit shall be obligated to pay the prevailing party all of its reasonable and

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necessary attorney's fees, costs and expenses in connection therewith, including appellate proceedings.

D. INDEMNIFICATION: The Wife agrees to indemnify the Husband for any loss of any kind the Husband suffers with reference to any instrument or any obligation hereafter created by the Wife. The Husband agrees to indemnify the Wife for any loss of any kind the Wife suffers with reference to any instrument or any obligation hereafter created by the Husband.

E. MUTUAL RELEASES:

(1) Except as otherwise stated in this Agreement, each party hereby releases and waives any and all claims and demands for equitable distribution or property rights regarding the property of the other party.

(2) Except as otherwise provided in this Agreement, each party waives, releases and relinquishes all rights that he or she may now have or acquire as the other party's spouse under present or future laws of any jurisdiction:

- (a) To elect to take against any will or codicil of the other party now or thereafter in force;
- (b) To share in the other party's estate; and
- (c) To act as personal representative of the other party's estate.

F. LAWS GOVERNING AND FUTURE JURISDICTION: This Agreement shall be governed by the laws of the State of Florida.

G. NO CONSTRUCTION BECAUSE OF DRAFTING: This Agreement has been drafted by counsel for the Wife and reviewed/modified by counsel for the Husband. As

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such, the parties agree that no part of this Agreement shall be construed against either Husband or Wife as a result of drafting.

H. EXECUTION OF DOCUMENTS: Each party shall, at any time and from time to time hereafter, perform any and all steps and execute, acknowledge and deliver to the other party any and all further instruments and assurances that the other party may reasonably require for the purposes of giving full force and effect to the provisions of this Agreement.

I. COVENANTS: Subject to the provisions of this Agreement, the parties covenant and represent that they have not heretofore, nor will they hereafter, incur or contract any debt, charge or liability whatsoever for which the other, their legal representatives or their property or estate may become liable.

J. DISCLOSURE:

(1) All property and money being distributed to or retained by the parties under this Agreement are being distributed to or retained by them as their distributive share of marital property under the equitable distribution laws of the State of Florida. The parties have agreed upon the division of marital property provided for by this Agreement, and all other financial arrangements made herein, with knowledge of the assets of each other based upon disclosures of the other.

(2) Each party acknowledges that this Agreement has not been the result of fraud, duress, overreaching, or undue influence exercised by either party upon the other party or by any other person upon either party. Each party specifically represents that this agreement has been achieved after he/she has made full and complete disclosure to the other party of all of his/her income, assets and liabilities.

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K. FAIR AND REASONABLE: The parties acknowledge that this Agreement, based on the disclosures of each party hereto, is fair and equitable in all respects.

L. WAIVER OF ADDITIONAL DISCOVERY RELATED TO EQUITABLE DISTRIBUTION: As it relates to equitable distribution only: Both parties affirmatively state that they have personal knowledge of one another's respective financial positions, assets, and liabilities, that is sufficient to allow each of them to enter into this agreement. Both parties affirmatively state that they do not wish to incur further legal or expert fees for the purpose of additional financial discovery and/or due diligence related to the issue of equitable distribution. Therefore, both parties have agreed and have specifically instructed their respective counsel not to engage any additional financial experts, real estate experts, or other experts in this action related to equitable distribution. Further, both parties have agreed, and have specifically instructed their respective counsel not to conduct any depositions, not to pursue any further requests for production, not to issue any third party subpoenas, and not to pursue any further discovery whatsoever related to equitable distribution only.

M. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties. There are no representations or warranties other than those set forth herein.

N. HEADINGS: All headings in this Agreement are for the purpose of convenience and identification. Headings shall not be used in construing or interpreting this Agreement.

O. EFFECTIVE DATE: This Agreement shall be binding upon the parties the date both of them affix their signature hereto.

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5. Both parties reserve their respective positions as to all other pending matters, including but not limited to parental responsibility, timesharing, child support (including but not limited to both retroactive and prospective), spousal support (including but not limited to both retroactive and prospective), and attorney's fees (including but not limited to both temporary and permanent).

6. All prior Court Orders, not specifically modified by this Agreement, shall remain in full force and effect.

7. EXECUTION: The parties are executing this agreement via docusign virtually today in a mediation session as a matter of good faith and as a means to formalize the terms of their agreement, which they each agree to be bound by without exception. Both parties agree that they shall be required to re-execute this agreement as set forth below personally before a notary and two witnesses, on or before March 3rd, 2022, and deliver same to both parties' counsel by that same date. Should either party fail to re-execute this agreement as set forth above the Court shall be permitted to enter an order requiring immediate re-execution in accordance with the terms of this agreement, and/or appoint a magistrate to sign on behalf of either party, however, these shall not be considered either party's sole remedy.

IN WITNESS WHEREOF, the parties hereto have to set their hands and seals on the date set forth immediately beneath their respective signatures.

Dated: 3/1/2022

Dated: 3/1/2022

DocuSigned by:
Heather Spence
HEATHER SPENCE
Respondent/Wife

DocuSigned by:
Simon Weston
SIMON C. WESTON
Petitioner/Husband

DocuSigned by:
Christin C. Brennan, Esq.
CHRISTIN C. BRENNAN, ESQ.
FBN 71641/SPN 3076637
MEROS, SMITH, LAZZARA

DocuSigned by:
Alan S. Rosenthal, Esq.
ALAN A. ROSENTHAL, ESQ.
FBN 0135267/SPN 01931689
Rosenthal Law Group, P.A.

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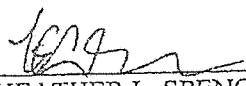
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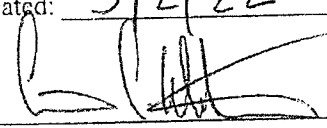
BRENNAN & BRENNAN, P.A.
P.O. Box 27
St. Petersburg, FL 33731
Attorney for Petitioner/ Wife

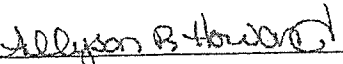
3909 Central Avenue
St. Petersburg, Florida 33713
Attorney for Respondent/Husband

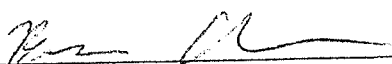
Dated: 3/2/22

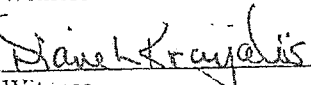
Dated: 3/2/22


HEATHER L. SPENCE
Respondent/Wife


SIMON C. WESTON
Petitioner/Husband

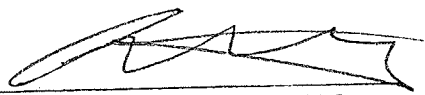

Addison B. Howard
Witness


Witness


Diane Kraychalis
Witness


Witness

CHRISTIN C. BRENNAN, ESQ.
FBN 71641/SPN 3076637
MEROS, SMITH, LAZZARA
BRENNAN & BRENNAN, P.A.
P.O. Box 27
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Attorney for Wife/Respondent


ALAN A. ROSENTHAL, ESQ.
FBN 0135267/SPN 01931689
Rosenthal Law Group, P.A.
3909 Central Avenue
St. Petersburg, Florida 33713
Attorney for Husband/Petitioner


Notary Acknowledgements

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared by means of physical appearance or _____ online notarization, HEATHER L. SPENCE, who is personally known to me, or has produced _____ as identification and who executed the foregoing Partial Agreement, and acknowledge that she signed and sealed the said instrument as her free and voluntary act and deed and for the uses and purposes therein expressed.

WITNESS my hand and seal this 2nd day of March, 2022, in the aforesaid County and State.




NOTARY PUBLIC


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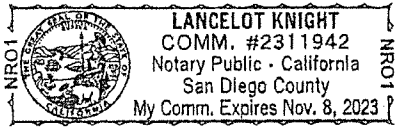
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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF FLORIDA California
COUNTY OF San Diego

BEFORE ME, the undersigned authority, personally appeared by means of physical appearance or online notarization, SIMON C. WESTON, who is personally known to me, or has produced Drivers License as identification and who executed the foregoing Partial Agreement, and acknowledge that he signed and sealed the said instrument as his free and voluntary act and deed and for the uses and purposes therein expressed.

WITNESS my hand and seal this 2 day of March, 2022, in the aforesaid County and State.





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WESTON v SPENCE
EQUITABLE DISTRIBUTION SCHEDULE
DATE OF MARRIAGE: 1/1/2006
DATE OF FILING: 1/22/2021

REF NO.	ASSET/ LIABILITY	OWNERSHIP / TITLE	ACCOUNT NO.	NON-MARITAL HUSBAND	NON-MARITAL WIFE	EQUITABLE DISTRIBUTION HUSBAND	EQUITABLE DISTRIBUTION WIFE
A	CASH ACCOUNTS:						
1	Fidelity Checking	Wife	7857	\$ -	\$ -	\$ -	To Wife
2	Regions Checking	Wife	5086	-	To Wife	-	To Wife
3	Bank of America Checking	Husband	3018	-	-	To Husband	-
B	INVESTMENT ACCOUNTS:						
1	Fidelity	Husband	6980	To Husband	\$ -	To Husband	\$ -
2	Fidelity	Husband	9358	-	-	To Husband	-
C	LIFE INSURANCE & ANNUITIES:						
1	Amica Life Insurance (20 year term \$347k)	Husband	7923	\$ -	\$ -	To Husband	\$ -
2	MetLife Group Term policy	Husband		-	-	To Husband	-
D	RETIREMENT ACCOUNTS:						
			See "Division of Retirement Accounts" - Exhibit B				
E	REAL ESTATE:						
1	610 Villa Grande Ave S., St. Pete (W Residing)	Wife-Land Trust		\$ -	To Wife	\$ -	\$ -
2	6710 10 th Ave Terrace S., St. Pete (rental)	Wife-Land Trust		-	To Wife	-	-
3	6711 10 th Ave Terrace S., St. Pete (rental)	Wife-Land Trust		-	To Wife	-	-
4	2906 N. 16 th Street, Tampa	Wife-Land Trust		-	To Wife	-	-
4a	Homestead Lien			-	To Wife	-	-
5	7327 1 st Ave N., St. Pete (rental)	Wife-Land Trust		-	To Wife	-	-
6	625 Villa Grande Ave S., St. Pete (renovating)	Wife-Land Trust		-	To Wife	-	-
7	527 10 th Ave. #307, San Diego (rental)	Husband		To Husband	-	-	-
7a	Less: Mortgage	Husband		To Husband	-	-	-

WESTON v SPENCE
EQUITABLE DISTRIBUTION SCHEDULE
DATE OF MARRIAGE: 1/1/2006
DATE OF FILING: 1/22/2021

REF NO.	ASSET/ LIABILITY	OWNERSHIP / TITLE	ACCOUNT NO.	NON-MARITAL HUSBAND	NON-MARITAL WIFE	EQUITABLE DISTRIBUTION HUSBAND	EQUITABLE DISTRIBUTION WIFE
8	10888 Aderman Ave. #179, San Diego (rental)	Wife		-	To Wife	-	-
8a	Less: Mortgage	Wife		-	To Wife	-	-
9	1190 Morley Ave., Atlanta	W's Parents		-	Sold - Proceeds in A.2	-	-
F	BUSINESS INTERESTS:						
1	Principle Properties, LLC			\$ -	To Wife	\$ -	\$ -
1a	Bank of America Checking	Wife	7227	-	To Wife	-	-
G	AUTOMOBILES & VESSELS:						
1	1993 Jeep Wrangler (in CA)	Wife		\$ -	To Wife	\$ -	\$ -
2	2001 Jeep Cherokee (used for Rental houses)	Wife		-	To Wife	-	-
3	2011 Jeep Grand Cherokee (Wife bought/driving)	Husband		-	-	-	To Wife
4	2002 Corvette	Husband		To Husband	-	-	-
H	TANGIBLE PERSONAL PROPERTY:						
1	Furniture & Furnishings				Reserve	To Husband	To Wife
2	Jewelry						
I	LIABILITIES:						
1	Chase Southwest	Wife	7784	\$ -	\$ -	\$ -	To Wife
2	Bank of America	Husband	7433	-	-	To Husband	-
3	Chase Mileage Plus	Husband	7738	-	-	To Husband	-

Exhibit B

WESTON v SPENCE
 IDENTIFICATION OF RETIREMENT ACCOUNTS
 DATE OF MARRIAGE: 1/1/2006
 DATE OF FILING: 1/22/2021

REF NO.	ASSET/LIABILITY	OWNERSHIP / TITLE	ACCOUNT NO.	DATE	UPDATED VALUE	NON-MARITAL HUSBAND	NON-MARITAL WIFE	TOTAL MARITAL
	RETIREMENT ACCOUNTS:							
1	Fidelity Roth	Wife	7077	12/31/2021	\$ 26,354	\$ -	\$ -	\$ 26,354
2	Fidelity Roth	Wife	7210	12/31/2021	37,854	-	-	37,854
3	Fidelity Intel 401(k)	Husband		12/31/2021	103,896	69,055	-	34,841
3a	Less: Tax effect (22%)				(22,857)	(15,192)	-	(7,665)
4	Fidelity Intel Retirement Plan	Husband		12/31/2021	230,757	132,637	-	98,120
4a	Less: Tax effect (22%)				(50,767)	(29,180)	-	(21,586)
5	Fidelity IRA	Husband	6147	12/31/2021	41	-	-	41
5a	Less: Tax effect (22%)				(9)	-	-	(9)
6	Fidelity Micron Retirement Plan	Husband	9794	12/31/2021	107,812	-	-	107,812
6a	Less: Tax effect (22%)				(23,719)	-	-	(23,719)
7	Nationwide Solitec Retirement	Husband	0303	12/31/2021	65,919	-	-	65,919
7a	Less: Tax effect (22%)				(14,502)	-	-	(14,502)
8	Prudential GlobalFoundries Roth 401(k)	Husband		12/31/2021	37,268	30,237	-	7,031
9	Kioxia - T. Rowe Price 401(k)	Husband		12/31/2021	179,789	-	-	179,789
9a	Less: Tax effect (22%)				(39,554)	-	-	(39,554)
10	Fidelity Roth	Husband	1144	12/31/2021	509,906	126,078	-	383,828
	SUBTOTAL RETIREMENT ACCOUNTS				\$ 1,148,189	\$ 313,635	\$ -	\$ 834,554

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Ex. B