IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT, IN AND FOR ORANGE COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:	
LISA COOPER,	CASE NO.: 2024-DR-006731-O
Petitioner, and	
ERIC COOPER,	
Respondent.	

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE came to be heard by this Court upon Petitioner/Wife's, LISA COOPER, ("Wife"), Petition for Dissolution of Marriage and Related Relief filed on June 28, 2024, and this Court, having reviewed the Court file, makes these findings of fact and reached these conclusions of law:

- 1. **Residency:** At least one party has been a resident of the State of Florida for more than 6 months immediately before filing the Petition for Dissolution of Marriage.
- 2. **Jurisdiction:** The Court has jurisdiction over the subject matter and the parties.
- 3. **Dissolution of Marriage:** The marriage between the parties is irretrievably broken.
- 4. **Minor Children:** At the time of the entry of this Final Judgment, the parties have no minor children in common. The Wife is not pregnant, and no adoption is contemplated by the parties.
- 5. **Marital Settlement Agreement:** The parties have signed a Marital Settlement Agreement, freely and voluntarily, that has resolved all marital issues including, but not limited to, assets, debts/liabilities, and alimony.

It is hereby **ORDERED AND ADJUDGED** that:

A. Dissolution of Marriage: The marriage between the parties is dissolved and the parties

are restored to the status of being single.

B. Marital Settlement Agreement: The Marital Settlement Agreement of the parties, attached as Exhibit A, is incorporated by reference for all purposes, is approved and expressly made a part of this Final Judgment for Dissolution of Marriage. All of the terms and provisions of said Agreement are RATIFIED, CONFIRMED, AND ADOPTED as Orders of this Court to the same extent and with the same force and effect as if its terms and provision were set forth verbatim in this Final Judgment, and the parties are **ORDERED** to comply with the terms and provisions of said agreement.

C. Alimony:

- 1. Beginning August 1, 2024, and continuing for three (3) years, Husband shall pay Wife \$1,200.00 per month. Payments will be made directly to Wife by the 1st of each month starting on August 1, 2024.
- 2. Beginning August 1, 2027, and continuing for four (4) years, Husband shall pay Wife \$900.00 per month. Payments will be made directly to Wife by the 1st of each month starting on August 1, 2027.
- 3. Beginning August 1, 2031, and continuing for sixteen (16) years and three (3) months, Husband shall pay Wife \$700.00 per month. Payments will be made directly to Wife by the 1st of each month starting on August 1, 2031. The last payment will be made on October 1, 2047.
- 4. Additionally, the alimony outlined above may be terminated or modified as provided in Florida Statutes §61.14.
- D. **Distribution of Assets**: The distribution of assets in the Marital Settlement Agreement, signed by both parties, is made part of this Final Judgment as if fully set out herein and the parties

are ordered to comply with its terms and conditions.

E. **Distribution of Liabilities**: The distribution of liabilities in the Marital Settlement Agreement, signed by both parties, is made part of this Final Judgment as if fully set out herein and the parties are ordered to comply with its terms and conditions.

F. Equitable Distribution Payment:

- 1. The Husband shall pay Wife an equalization payment in the amount of One Hundred, Six Thousand, Three Hundred, Sixty-Seven Dollars and Ninety-Eight Cents (\$106,367.98), as follows:
- a. Husband shall pay Wife \$50,000.00 cash on or before September 1, 2024;
 and
- b. Husband shall pay the remaining Fifty-Six Thousand, Three Hundred, Sixty-Seven Dollars and Ninety-Eight Cents (\$56,367.98) to Wife via QDRO on or before September 1, 2024.
- i. If a Qualified Domestic Relations Order (QDRO), or its functional equivalent, is necessary to transfer ownership of Husband's profit sharing, 401K, retirement, or similar plans, each party agrees to cooperate in obtaining the Qualified Domestic Relations Order as may be reasonably required by the Plan Administrator, or the drafter of the Qualified Domestic Relations Order, including executing necessary documents and Qualified Domestic Relations Orders (or non-ERISA equivalent type document), and any revisions of the same, within thirty (30) days of receipt. The parties agree to split the cost of preparation of such Order and any associated administrative fee charged by the Plan. The parties agree to use Attorney Matt Lundy to prepare any required Order.
- G. Attorney's Fees/Costs: Each party shall be solely responsible for the payment of his or

her own attorney's fees and costs as a result of the dissolution of marriage.

H. Reservation of Jurisdiction: The Court expressly retains jurisdiction of this cause for the purpose of enforcing, construing, interpreting, clarifying or modifying the terms of this Final Judgment and the terms of the Marital Settlement Agreement entered into by the parties herein, as may be permitted.

DONE, ORDERED and ADJUDGED, in Orlando, Orange County, Florida, this

day of

, 2024

Honorable Elaine A. Barbour

Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was forwarded by Electronic Mail this ______ day of _______ 2024, to all parties on the attached mailing list. CASE NO.:

Eric Cooper 6830 Mapperton Drive Windermere, FL 34786 (336) 337-1690 cooptroops@yahoo.com Respondent/Husband, *Pro Se*

Raymond Traendly, Esquire
Janelise Gastell, Esquire
Elizabeth C. Rich, Esquire
TK Law, P.A.
999 Douglas Avenue, Suite 3333
Altamonte Springs, Florida 32714
Phone: (407) 834-4847
Primary Service Email: skramerecf@gmail.com
Correspond. Email: jgastell@onefirmforlife.com

Attorney for Petitioner/Wife

JUDICIAL ASSISTANT/ATTORNEY

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT, IN AND FOR ORANGE COUNTY, FLORIDA

IN RE: T	THE MARRIAGE OF:	
LISA CO	OOPER,	CASE NO.:
Po and	etitioner,	
ERIC CO	OOPER,	
R	espondent/	
MARITAL SETTLEMENT AGREEMENT		
TI	HIS AGREEMENT made and entered into this Z) day of Jone 2024,
between LISA COOPER, hereinafter referred to as "Wife," and ERIC COOPER, hereinafter		
referred to	o as "Husband;"	
W	HEREAS, the parties are now Husband and Wife, i	naving been lawfully married to each
other on J	une 19, 1993; and	
WHEREAS, there are no minor children common to both parties; and		
WHEREAS, matrimonial and unhappy differences have arisen between them; and		
WHEREAS, the Husband and the Wife have given much thought and careful consideration		
to a settlement of these differences and have determined that they are irreconcilable; and		
WI	HEREAS, the parties have provided each other	with a full and complete financial
disclosure	as to all of their respective assets and liabilities, both	n joint and individual, as well as each
of their res	spective incomes and occupations; and	
WI	HEREAS, it is the desire and intention of the partie	s that their relations with respect to
property ar	nd financial matters to be finally fixed by this Agree	ment in order to settle and determine

ASD Asband Page 1 of 21

in all respects and for all purposes their respective past, present and future property and financial

Wife

EXHIBIT A

rights, claims and demands in such a manner that any action with respect to the property and financial rights and obligations, past, present or future of any party with respect to any other party may be finally and conclusively settled and determined by this Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants, undertakings, guarantees and indemnifications more fully set forth herein, and for other good and valuable considerations, the parties agree as follows:

1. BINDING NATURE OF AGREEMENT

- A. <u>Incorporation of Preamble Clauses</u>: The parties hereto hereby agree that all of the Preamble Clauses hereinabove set forth in this Agreement are hereby incorporated by reference into and are to be considered as part of this Agreement, and all parties are entering into same with the full knowledge of the foregoing facts and agreements as to the truth and correctness thereof.
- B. <u>Dissolution of Marriage Proceedings</u>: A Petition for Dissolution of Marriage has been filed by the Petitioner in a Court of competent jurisdiction. It is the desire of both parties that this Agreement shall be incorporated in any decree, temporary or final order, or judgment which may be entered in such action and this Agreement shall be ratified, confirmed, approved and made an enforceable part of any decree or order therein entered.
- C. <u>Non-Waiver Provision</u>: The failure of any party to insist on any one or more instances upon the strict performance of any one or more of the terms and provisions of this Agreement shall not be construed as a waiver or relinquishment of future rights to enforce any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing, signed by all parties and approved by a court of competent jurisdiction.



- D. No Modification of Agreement Unless in Writing or by Court Order: No modification of any of the terms of this Agreement shall be valid unless in writing, executed with the same formality as this Agreement and approved by a court of competent jurisdiction or, if modified pursuant to the Florida Statutes, by an appropriate Court order.
- 2. SEPARATION: The parties have agreed and have the absolute right to live separate and apart from each other during the remainder of their natural lives in all respects as if their said marriage had never existed, and neither party shall have any right to control any of the personal actions, conduct, or activities of the other party, nor to interfere with the manner of living of the other as fully and to the same extent as if he or she were single and unmarried. Both parties recognize that both or either party may carry on other personal relationships with other individuals and that same shall be free from harassment or persecution by either party during any proceedings after or during the course and effect of this Agreement. Each party agrees that he or she shall not interfere with, harass, annoy or molest the other, either at work, home or in any other location where either party knows the other to be, in any way or through his or her own act or by and through others acting for and on behalf of either party. Neither party shall in any way defame or disparage the other's character.

3. FUTURE DOCUMENTS

- A. Additional Documents: All parties shall at any time and from time to time hereafter take any and all steps and execute and deliver any and all further instruments that a party may reasonably require for the purpose of giving full force and effect to any of the provisions of this Agreement.
- B. <u>Joinder in Documents</u>: In the event either party shall hereafter finance, refinance, sell or convey any real property or personal property now owned or hereafter acquired by either of



Page 3 of 21

that the other party, who owns no actual interest therein, join in the execution of a deed or conveying instrument, the respective parties agree that they shall, upon request, join in the execution of such deed or conveying instrument without payment or consideration. The provisions of this paragraph shall not be construed as abrogating in any way the provisions made in the preceding paragraph of this Agreement, nor shall it be construed to require the execution of a note or any other assumption of indebtedness.

- C. <u>Failure to Execute</u>: In the event that either party shall refuse or unreasonably delay executing or delivering any necessary or needed documents to carry out the purposes and intent of this Agreement, the person failing to execute and deliver said documents shall be liable for attorney's fees, costs and all related damages resulting from said individual's failure and/or refusal to timely execute those documents.
- i. <u>Self-Execution</u>: In the event that either party shall fail to timely execute appropriate documents, then this Agreement shall operate as an execution of those documents that should have been executed by any and all parties. However, the party that fails to timely execute those documents shall be liable for attorney's fees, costs and all related damages resulting from the the failure and/or refusal to timely execute those documents. The parties agree that the provision of this paragraph shall not be construed as abrogating in any way the provisions made in the preceding paragraphs of this Agreement which require the actual execution of certain documents, nor shall it be construed as the execution of a note or any other assumption of indebtedness.

4. **EFFECT OF AGREEMENT.**

A. <u>Entire Agreement</u>: This Agreement, from the time it shall take effect, shall supersede any and all prior Agreements whether claimed to be oral or in writing. The parties have



Page 4 of 21

incorporated in this Agreement their entire understanding. No oral statements or prior written matter extrinsic to this Agreement shall have any force or effect. Any prior agreements, statements, premises or representations between the parties, whether written or oral, are hereby revoked and held void and unenforceable.

- B. Agreement Not Merged: It is understood and agreed that this Agreement will be offered in evidence by either party in any dissolution action and, if acceptable to the Court, shall be incorporated by reference in the Final Judgment of Dissolution of Marriage. However, notwithstanding incorporation in the judgment, this Agreement shall not be merged in it, but shall survive the judgment and be binding on the parties for all times. Both parties waive their rights, responsibilities or requirements with reference to Florida Statute Sections 55.081 and 55.10. The parties agree that any Final Judgment of Dissolution of Marriage, Final Judgment of money owed by one spouse to the other or one spouse to any of the lawyers representing either spouse, or any other order approving this Agreement shall not have to be recorded to be binding upon the parties hereto.
- C. Effective Date of This Agreement: The effective date of this Agreement shall be the date upon which the last party hereto executes the same. This Agreement shall not be introduced into evidence in any court proceedings whatsoever unless executed by all parties to this Agreement.

5. SUFFICIENCY AND MUTUALITY OF AGREEMENT

A. <u>Consideration</u>: The consideration of this Agreement is the mutual promises and agreements herein contained.



Je/

B. Representation by Counsel:

- i. The Wife acknowledges that she is represented by Janelise Gastell, Esquire and T.K.Law, P.A., 999 Douglas Avenue, Ste. 3333, Altamonte Springs, Florida 32714, and has been advised concerning her rights and obligations under this Agreement. She acknowledges that her attorney is not an insurer of the terms and conditions of the Agreement; and that her Attorney is not an insurer that her Husband will comply with the provisions of the Agreement; and has not ensured or guaranteed that Florida law will not change. Although her attorney may have discussed the possibility of a change in the law, she acknowledges that her attorney has no duty to predict accurately a change in the law. Additionally, she acknowledges that if the law changes, the change in the law may materially affect the rights and obligations reflected in this Agreement. Lastly, she acknowledges that she has not requested nor has obligated her attorney to be aware of questions certified by the District Court of Appeal to the Florida Supreme Court and has specifically asked her attorney not to research those issues so as to save a substantial amount of attorney's fees.
- ii. The Husband acknowledges that he is not represented. Husband understands and acknowledges that Janclise Gastell, Esquire, and TK Law, P.A., only represents Wife and Wife's interests. Husband acknowledges that he has not received advice from Janelise Gastell, Esquire, and TK Law, P.A.
- iii. EACH PARTY FULLY UNDERSTANDS THE TERMS OF THIS AGREEMENT AND FREELY AND VOLUNTARILY SIGNS THE AGREEMENT.
- iv. Both parties have had an opportunity to review this Agreement in depth and have had the benefit of consulting with competent legal counsel. Each party fully understands the terms of this agreement and freely and voluntarily signs the Agreement.



Page 6 of 21

- C. <u>Authorship</u>: This Agreement is the result of negotiations between the parties and should not be construed against any party because that party or that party's attorney drafted the stipulation.
- 6. GOVERNING LAW AND PARTIAL INVALIDITY: This Agreement shall be strictly construed and governed in accordance with the Laws of the State of Florida, and, if any provision of this Agreement is held to be invalid, void, voidable or, for some other reason unenforceable, then, in that event, all of the other remaining provisions of this Agreement shall nevertheless continue to be binding and in full force and effect on the parties hereto.
- 7. RECONCILIATION AND EFFECT ON AGREEMENT: The parties recognize the possibility of reconciliation. It is their intention that a reconciliation, temporary or permanent, and/or a further separation after any reconciliation, in no way shall abrogate or affect the provisions of this Agreement as to their respective real property and personal rights as set forth in this Agreement and the settlement and their rights with reference to attorney's fees and other rights and obligations agreed to be evidenced in this Agreement. The parties agree that the only way to void this Agreement or to modify this Agreement is by the execution of another written document that specifically voids or modifies this particular Agreement and/or a particular provision of this Agreement and is signed in the same formality as this Agreement. However, no matter what the length of time the parties reconcile, their respective real property, personal property, child support, alimony and rights to attorney's fees shall not be abrogated or affected by a reconciliation and subsequent separation. Those aforementioned rights as fixed by this Agreement shall be final.

8. DISCLOSURE

A. <u>Disclosure by Wife</u>: The Wife represents that she has made a full and complete financial disclosure to the Husband of her income, assets, liabilities and expenses as they exist as

Husband

Page 7 of 21

of the time of this Agreement, and those representations are reasonably accurate with reference to the Wife's financial condition.

B. <u>Disclosure by Husband</u>: The Husband represents that he has made a full and complete financial disclosure to the Wife of his income, assets, liabilities and expenses as they exist as of the time of this Agreement, and those representations are reasonably accurate with reference to the Husband's financial condition.

9. <u>TAX MATTERS/OPPORTUNITY TO ADVISE OF INDEPENDENT TAX</u> COUNSEL OR ACCOUNTANT

A. Tax Advice:

- i. The parties acknowledge that they have been advised to seek their own independent tax advice by retaining a certified public account, accountant, tax attorney or tax advisor with reference to the tax implications involved in this Agreement.
- had the opportunity to retain their own certified public accountant, accountant, tax attorney or tax advisor with reference to the tax implications of this Agreement.
- may or may not have been given by their respective attorneys who have represented them in negotiating this Agreement and throughout the legal proceedings.
- iv. The parties acknowledges that neither counsel has provided any tax advice or representations about the possible tax consequences of entering into this Agreement. Instead, the counsels have specifically advised the parties to seek independent advice and review this Agreement and its proposed terms with a tax attorney or Certified Public Accountant.
- v. Both of the parties hereto have been advised that there might be certain tax consequences and substantial tax implications as a result of their entering into this Agreement and



Page 8 of 21

that they should consult with a tax attorney or certified public accountant to satisfy themselves of said tax consequences prior to the execution of this Agreement. Each party acknowledges that his or her attorney is not an expert in tax matters, and that said attorneys have not rendered advice as to the tax ramifications of this Agreement, and that Federal tax laws may dramatically affect the provisions of this Agreement such that the intentions of the parties are not fulfilled. The Husband and Wife both acknowledge that they have been advised to seek separate counseling or tax advice from a certified public accountant or tax attorney and that they have had the opportunity to do so.

vi. In the event that an audit or tax deficiency occurs for any of the years of the marriage of the parties in which they filed jointly, then the parties shall be responsible to pay any taxes, penaltics, interest, and fees incurred for a certified public accountant or other representative in any audit or tax deficiency proceedings in proportion to their respective net incomes for the year in issue. Further, they agree to divide any tax refund that might be granted for such years in proportion to their respective net incomes for the year in issue.

vii. The signature of the parties at the conclusion of this Agreement acknowledges that they have read this particular paragraph and have had the opportunity to seek independent tax advice.

ALIMONY: The Husband shall pay Wife alimony as follows:

A. Beginning August 1, 2024, and continuing for three (3) years, Husband shall pay Wife \$1,200.00 per month. Payments will be made directly to Wife by the 1st of each month starting on August 1, 2024.

B. Beginning August 1, 2027, and continuing for four (4) years, Husband shall pay Wife \$900.00 per month. Payments will be made directly to Wife by the 1st of each month starting on August 1, 2027.



W.G.

- C. Beginning August 1, 2031, and continuing for sixteen (16) years and three (3) months, Husband shall pay Wife \$700.00 per month. Payments will be made directly to Wife by the 1st of each month starting on August 1, 2031. The last payment will be made on October 1, 2047.
- D. Additionally, the alimony outlined above may be terminated or modified as provided in Florida Statutes §61.14.

11. HEALTH CARE AND MEDICAL INSURANCE:

- A. The Wife agrees that she shall be responsible for her future medical, hospitalization, doctor, dental, prescription drugs, and all other similar expenses and that she shall be responsible for maintain her own medical insurance policy after the date of the entry of the Final Judgment of Dissolution of Marriage.
- B. The Husband agrees that he shall be responsible for his future medical, hospitalization, doctor, dental, prescription drugs, and all other similar expenses and that he shall be responsible for maintain his own medical insurance policy after the date of the entry of the Final Judgment of Dissolution of Marriage.

12. <u>DIVISION AND TRANSFER OF PERSONAL PROPERTY:</u>

A. Personal Property:

i. The parties represent and acknowledge that all items of personal property owned by the parties prior to the marriage or acquired during the marriage have already been separated. Each party shall be entitled to keep any item of personal property in his/her possession at the time of executing this Agreement, free and clear from any claim by the other party whether known or not and whether disclosed or not.



Page 10 of 21

B. Real Property:

The parties own real property (hereinafter, the "Property") located at 6830
 Mapperton Drive, Windermere, FL 34786. More particularly described as:

Lot 240, Lakes of Windermere Phase 1, according to the Plat recorded in Plat Book 49, Pages 108 through 118, inclusive, of the Public Records of Orange County, Florida.

Tax Parcel Identification Number: 24-23-27-5427-02400

- the property as his own. Wife shall sign a quit claim deed within thirty (30) days of receipt of the equalization payment of \$106,367.98. Husband has already paid Wife \$50,000.00 cash and will QDRO to Wife the remaining \$56,367.98. Details for the QDRO transfer are detailed below in paragraph 15. If Husband is unable to make the equalization payment by the end of summer 2024 then Husband will place the home on the market and pay the Wife from the sale of the home.
- she has not caused said Property to be encumbered or damaged in any way, and she knows of no other encumbrances on or damages to said Property other than as previously disclosed to the Husband, and she further agrees that he shall not now or in the future cause said Property to be further encumbered.
- iv. Husband shall receive and hold Wife harmless from any liability associated with the Property. As of the date of this Agreement, the Husband agrees to be responsible for all mortgage payments, taxes, assessment payments, maintenance fees, and insurance on said property and to promptly pay the same when due and to be responsible for all maintenance, upkeep, repairs, and all other debts and obligations involving said property. The Husband agrees to hold the Wife harmless in regard to all financial and legal obligations involving said property, and if the Wife



Page 11 of 21

does incur any costs or expenses in regard to the same, the Husband shall reimburse her for said costs and expenses, including attorney's fees and Court costs.

C. Real Property:

i. The parties own unimproved real property (hereinafter, the "Property 1") located at 4914 Main Street Shallotte, NC 28459. More particularly described as:

LT 36, NORTH POINT AT LOCKWOOD FOLLY

Tax Parcel Identification Number: 2170A036

ii. The parties agree to sell Property 1 within one year of receipt of the final judgment and to split the profits from the sale of Property 1 evenly.

13. DISTRIBUTION OF ASSETS

A. Bank Accounts:

- i. The Wife shall receive as her own and Husband shall have no further rights or responsibilities regarding these bank accounts:
- a. Wife's Bank of America Adv Plus Account # The Wife shall be entitled to retain this account free from any claim by the Husband whatsoever. The Husband hereby waives any claim he may have to the marital portion of the account;
- b. Wife's Bank of America Regular Savings Account # The Wife shall be entitled to retain this account free from any claim by the Husband whatsoever. The Husband hereby waives any claim he may have to the marital portion of the account;
- e. Any account in her individual name. The Husband hereby waives any claim he may have to the marital portion of any accounts solely in the Wife's individual name.
- ii. The Husband shall receive as his own and Wife shall have no further rights or responsibilities regarding these bank accounts:



Page 12 of 21

- a. Husband's Capital One Checking Account # The Husband shall be entitled to retain this account free from any claim by the Wife whatsoever. The Wife hereby waives any claim she may have to the marital portion of the account;
- b. Husband's Wells Fargo Preferred Checking Account # The Husband shall be entitled to retain this account free from any claim by the Wife whatsoever. The Wife hereby waives any claim she may have to the marital portion of the account;
- c. The parties have a joint Bank of America Adv Tiered Interest

 Checking Account # The Husband shall be entitled to retain this account free from any claim

 by the Wife whatsoever. The Wife hereby waives any claim she may have to the marital portion

 of the account;
- d. any account in his individual name. The Husband shall be entitled to retain this/these account(s) free from any claim by the Wife whatsoever. The Wife hereby waives any claim she may have to the marital portion of any accounts solely in the Husband's individual name.

B. Pension/Retirement/Brokerage Accounts:

- i. The Wife shall receive as her own and Husband shall have no further rights or responsibilities regarding these pension/retirement/brokerage accounts:
- a. Wife's Fidelity Investment Rollover IRA Account # The Wife shall be entitled to retain this account free from any claim by the Husband whatsoever. The Husband hereby waives any claim he may have to the marital portion of the account;
- b. Wife's Fidelity Investment Roth IRA Account # The Wife shall be entitled to retain this account free from any claim by the Husband whatsoever. The Husband hereby waives any claim he may have to the marital portion of the account;

Husband

Page 13 of 21

- c. Wife's FRS Investment Plan. The Wife shall be entitled to retain this account free from any claim by the Husband whatsoever. The Husband hereby waives any claim he may have to the marital portion of the account;
- d. Wife's Orlando Health 403b and 401a. The Wife shall be entitled to retain this account free from any claim by the Husband whatsoever. The Husband hereby waives any claim he may have to the marital portion of the account;
- e. Any account in her individual name, The Wife shall be entitled to retain this account free from any claim by the Husband whatsoever. The Husband hereby waives any claim he may have to the marital portion of any accounts solely in the Wife's name.
- ii. The Husband shall receive as his own and Wife shall have no further rights or responsibilities regarding these pension/retirement/brokerage accounts:
- a. Husband's Fidelity Investment Account # The Husband shall be entitled to retain this account free from any claim by the Wife whatsoever. The Wife hereby waives any claim she may have to the marital portion of the account;
- b. Husband's Fidelity Investment Account # The Husband shall be entitled to retain this account free from any claim by the Wife whatsoever. The Wife hereby waives any claim she may have to the marital portion of the account;
- c. Husband's Fidelity Investment Account # The Husband shall be entitled to retain this account free from any claim by the Wife whatsoever. The Wife hereby waives any claim she may have to the marital portion of the account;
- d. Husband's Fidelity Investment Account # The Husband shall be entitled to retain this account free from any claim by the Wife whatsoever. The Wife hereby waives any claim she may have to the marital portion of the account;



Page 14 of 21

e. Any account in his individual name. The Husband shall be entitled to retain this account free from any claim by the Wife whatsoever. The Wife hereby waives any claim she may have to the marital portion of any accounts solely in the Husband's individual name.

C. Vehicles:

- i. The Wife shall have sole possession, use and ownership of the vehicles in her possession, including, but not limited to, the Jeep Renegade and Dodge Dart. The Wife shall be responsible for all repairs, maintenance, liens, taxes and all other liabilities associated with the use and ownership of the vehicle. The Wife shall indemnify and hold Husband harmless from any and all liability related thereto. Husband agrees to sign any and all documents required to allow Wife to transfer ownership to Wife;
- Gladiator. As of the date of this Agreement, the Husband shall be responsible for all repairs, maintenance, liens, taxes and all other liabilities associated with the use and ownership of the vehicle. The Husband shall indemnify and hold Wife harmless from any and all liability related thereto. Wife agrees to sign any and all documents required to allow Husband to transfer ownership to Husband.

14. OUTSTANDING DEBTS

- A. The Wife shall receive as her own and Husband shall have no further rights or responsibilities regarding these debts:
- i. Wife's Discover Credit Card Account # The Wife shall be entitled to retain this account free from any claim by the Husband whatsoever. The Husband hereby waives any claim he may have to the marital portion of the account;



l

Page 15 of 21

- ii. Wife's Bank of American Credit Card Account # The Wife shall be entitled to retain this account free from any claim by the Husband whatsoever. The Husband hereby waives any claim he may have to the marital portion of the account;
- iii. The Wife shall be solely responsible for any and all obligations, student loans, personal loans, and credit cards in her individual name. The Wife shall indemnify and hold harmless the Husband against all current or future liability with regard to any debt in her individual name.
- B. The Husband shall receive as his own and Wife shall have no further rights or responsibilities regarding these debts:
- i. The Husband shall be solely responsible for any and all obligations, student loans, personal loans, and credit cards in his individual name. The Husband shall indemnify and hold harmless the Wife against all current or future liability with regard to any debt in his individual name.
- C. <u>Joint Charge Accounts Terminated</u>: Joint charge accounts or joint credit of whatever nature shall be forthwith terminated and cancelled by the parties hereto and said parties will do that is necessary to inform all past, present or future creditors of said termination and cancellation of the accounts.
- D. <u>Impairment of Credit</u>: Both parties agree that they shall not impair the credit of the other by either failing to pay credit obligations at all, contacting credit agencies or creditors, or by any other manner whatsoever. Should one of the party's credit be impaired by the direct or indirect action of the other spouse, the spouse that impaired the credit of the other shall be held in contempt of Court of his or her actions or inactions and shall be subject to the sanctions of the Court, which may include incarceration or fine.



Page 16 of 21

- E. <u>Undiscovered Obligations</u>: The parties do hereby warrant and represent to each other that other than those specifically set out herein, there are no obligations for which the other party shall be liable or responsible. However, if a past obligation is discovered, the party who incurred it shall be solely responsible for its payment and shall hold the other harmless and blameless for the same.
- F. <u>Division of Account Indebtedness</u>: The parties shall each pay for their own personal account indebtedness incurred by them after the execution of this Agreement, and further acknowledges that any such debts incurred by them after said date are the sole responsibility of the individual party incurring the same. The parties warrant that there is no jointly held debt and further acknowledge that both parties will be responsible for any and all debts currently in their respective names.
- i. Each party does hereby agree to seek releases for the other for any liability that the other party has assumed pursuant to this Agreement. In the event that either party is unable to secure a release for any specific liability, the party who assumes the liability agrees to hold harmless and to fully indemnify the non-assuming party from any loss, injury or damage that the non-assuming party may sustain as a result of the liability or default thereon. On execution of this Agreement, the parties shall neither contract for nor incur any liability that obligates the other party. In the event that any third party seeks to hold one party liable for the obligation of the other, the party responsible for the liability shall indemnify the innocent party for any loss, injury or damage.
- G. <u>Joint Marital Debts</u>: Each party agrees to indemnify, defend, and hold the other party harmless for any debt associated or attributed to that party. A violation of this paragraph is a material breach of this Agreement. Accordingly, the nonoffending party may seek monetary damages and set-off for any breach of this paragraph.





15. EQUALIZATION PAYMENT:

A. The Husband shall pay Wife an equalization payment in the amount of One Hundred, Seventy-Five Thousand, Three Hundred, Seventy-One Dollars and Forty Cents (\$175,371.40), as follows:

- i. Husband has already paid Wife \$50,000.00 cash; and
- ii. Husband shall pay the remaining One Hundred, Twenty-Five Thousand, Three Hundred, Seventy-One Dollars and Forty Cents (\$125,371.40) to Wife via QDRO on or before September 1, 2024.
- a. If a Qualified Domestic Relations Order (QDRO), or its functional equivalent, is necessary to transfer ownership of Husband's profit sharing, 401K, retirement, or similar plans, each party agrees to cooperate in obtaining the Qualified Domestic Relations Order as may be reasonably required by the Plan Administrator, or the drafter of the Qualified Domestic Relations Order, including executing necessary documents and Qualified Domestic Relations Orders (or non-ERISA equivalent type document), and any revisions of the same, within thirty (30) days of receipt. The parties agree to split the cost of preparation of such Order and any associated administrative fee charged by the Plan. The parties agree to use Attorney Matt Lundy to prepare any required Order and agree to reach out to him within thirty (30) days of entry of a Final Judgment of Dissolution of Marriage.
- B. This amount satisfies any and all of Wife's claims for alimony, attorney's fees, equitable distribution, including, but not limited to, the Property and Husband's retirement accounts.
- 16. <u>ATTORNEY'S FEES:</u> Each party shall be responsible for his or her attorney's fees as a result of the dissolution of marriage.



Page 18 of 21

17. PROCEEDING TO FINAL HEARING

- A. Waiver of Notice and Waiver of Attendance at Final Hearing: Both parties agree that either party may forthwith, upon the execution of this Agreement, submit this Agreement at a final hearing on an ex-parte basis to the trial court judge assigned to the parties' action for dissolution of marriage, or submit same without the necessity of a hearing, which action shall be initiated by the filing of a Petition for Dissolution of Marriage, expressly attaching and fully incorporating this Agreement. Furthermore, each party expressly waives the necessity of a final hearing, notice of a final hearing, and waives the thirty (30) day notice period and compliance with applicable rules of procedure before the final hearing can be set, and waives their respective rights to present evidence, to testify and to cross-examine witnesses at the final hearing.
- B. Recitals in the Final Judgment: The parties agree and understand that the Final Judgment of Dissolution of Marriage entered in their action for divorce shall contain a preamble which states a finding that there has been no fraud, duress or coercion surrounding the parties' execution of this Agreement, that each party has made full, fair and complete disclosure to one another, and that both parties have stipulated to the entry of a Final Judgment of Dissolution of Marriage which binds the parties to comply with the terms, conditions and provisions of this Agreement.
- C. Agreement Entered into Freely and Voluntarily: All parties acknowledge and agree that this Agreement has been entered into freely and voluntarily, and without fraud, without duress, without misrepresentations, without concealment and without any matter that would cause either party to petition the Court to set aside this Agreement. However, if such a fact or matter exists, all parties waive their right to petition any Court of competent jurisdiction to set aside or to modify this Agreement under Rule 1.540, Florida Rules of Civil Procedure.



Page 19 of 21

- **D.** Enforcement: In the event that either party shall retain or engage an attorney to enforce or protect his or her interest with respect to this Agreement, the prevailing party shall be entitled to receive payment for all costs and expenses of such collection, enforcement, or protection including reasonable attorney's fees on both the trial and appellate levels.
- 18. PREVAILING ATTORNEY'S FEES: Should either party be forced to seek enforcement of any of the terms or provisions contained within this Agreement, the prevailing party shall be entitled to be reimbursed for their reasonable attorney's fees and costs incurred in said enforcement.
- Answer, Walver, And Final Judgment: The parties acknowledge that this Agreement, along with its attachments and exhibits, resolve all of the issues and disputes between the parties. The Husband acknowledges and agrees that the execution of this Agreement shall be deemed to constitute an Answer to Wife's Petition for Dissolution of Marriage. Further, by Husband's signature hereunder, Husband waives any further notice and time requirements under the Florida Rules of Civil Procedure, Florida Family Law Rules of Procedure, and Florida Statutes. Husband hereby consents to and requests for the entry of a Final Judgment for Dissolution of Marriage, incorporating the terms and provisions of this Agreement, without further notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals on the day of day of 2024.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

I certify that I have been of Agreement. I am satisfied with this I it.	oen and honest in entering into this Marital Settlement Marital Settlement Agreement and intend to be bound by
$\frac{6/24/2024}{\text{Date}}$	LISA COOPER Ceof
STATE OF Seminal	
Affirmed to and subscribed bef notarization, this 24 day of 111	fore me by means of ⊠ physical presence or □ online 1, 2024, by LISA COOPER.
Notany ublic State of Florida Kayla Johnson My Commission HH 135043 Expires 05/26/2025	(Signature of Notary Public-State of
Personally known OR Produced Type of Identification Produced	Identification 10 Hrs Werne
I certify that I have been open Agreement. I am satisfied with this M it.	en and honest in entering into this Marital Settlement arital Settlement Agreement and intend to be bound by
Date STATE OF Floride COUNTY OF Prange	ERIC COOPER
Affirmed to and subscribed befo notarization, this 20th day of	
LILLIAN I. BRUNO MY COMMISSION # HH 043090 EXPIRES: October 5, 2024 Bonded Thru Notary Public Underwriters	(Signature of Notary Public-State of) LILLIAN I. BRUNO (Print, Type, or Stamp Commissioned Name of Notary Public)
Personally known X OR Produced In Produced In Produced In Produced In Produced In Produced In Inc. OR Produced Inc. OR Produced In Inc. OR Produce	dentification
Tystand	Page 21 of 21 Wife