

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO COUNTY, STATE OF FLORIDA
FAMILY LAW DIVISION**

**In re: The Marriage of:
ALLYCIA ALEXANDER,
Petitioner/Wife,**

Case Number: 51-2024-DR-001014-ES

and

**DAMIEN ALEXANDER,
Respondent/Husband.**

Division:

_____ /

MEDIATED MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made between **ALLYCIA ALEXANDER**, hereinafter referred to as the “Wife” or “Mother”, and **DAMIEN ALEXANDER**, hereinafter referred to as the “Husband” or “Father”, and collectively referred to as the “Parties” or “Parents.”

W-I-T-N-E-S-S-E-T-H:

WHEREAS the Parties were married to each other on March 24, 2016, in Hillsborough County, Florida;

WHEREAS there was one (1) child born of the union, to wit: D.A., born in 2016. No other children are in the process of being adopted, and no children are expected;

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 Mediated Marital Settlement Agreement (hereafter, “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.

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:

A. **PARENTING PLAN**: The Parties have entered into a Parenting Plan which they agree is in the best interest of their minor child. The Parenting Plan is attached hereto as **Exhibit A** and incorporated by reference.

B. **CHILD SUPPORT**: Commencing September 5, 2024, the Husband shall pay as child support the sum of \$678.00 per month to the Wife in accordance with Husband's paycycle (currently \$312.92 bi-weekly) pursuant to the attached averaged child support guidelines worksheets. These payments shall be made directly to the Wife by electronic funds transfer, which the Parties have determined is in the best interests of the minor child. Should the Husband make any payment more than ten (10) days after it is due, the Wife shall be entitled to entry of an ex parte income withholding order by affidavit and the Husband shall bear responsibility for all fees assessed by the clerk's office. With the full execution of this Agreement, the Parties agree that there are no child support arrearages, and no retroactive child support is owed. Child support payments shall continue for the benefit of the minor child until the minor child has reached her 18th birthday or has graduated from high school provided there is a reasonable expectation of graduation prior to her 19th birthday, whichever occurs last; or until the minor child dies, marries, enters the military service or becomes otherwise emancipated.

C. **ALIMONY**: Each party hereby freely and voluntarily waives, now and for all time, any and all right to alimony of any kind, including, but not limited to, retroactive, temporary, bridge-the-gap, rehabilitative, durational, permanent, and lump sum, under the existing or future laws of the State of Florida or any jurisdiction. Each party has considered this provision carefully and acknowledges and understands that this waiver is permanent and that under no circumstances whatsoever will either party have the right or ability to come back to the Court to seek any support whatsoever from the other party.

D. **FEDERAL INCOME TAX AND CHILD TAX CREDITS**: For the 2024 tax year and each year thereafter, the Parties shall file separate income tax returns.

The Parties have a joint tax liability associated with their 2019 joint tax filing. The Husband shall be solely responsible for said debt and shall make timely payments in accordance with the terms established by the Internal Revenue Service.

Further, for the tax year 2024 and for each and every even year thereafter, the Husband shall be entitled to claim any federal child tax credits or dependency exemption for the minor child; and, the Wife shall be entitled to claim any federal child tax credits or dependency exemption for the minor child in odd years. The Parties agree to timely execute any documents required to effectuate this paragraph.

E. **EQUITABLE DISTRIBUTION OF ACCOUNTS:** Upon the full execution of this Agreement, the Husband disclaims and shall otherwise convey to the Wife all right, title and interest he may have in and to the following and the same shall be and hereafter remain the Wife's sole and exclusive property: all checking, savings, investment, and other accounts in the Wife's sole name, all retirement accounts, 401(k)s, and IRAs in the Wife's name.

Upon the full execution of this Agreement, the Wife disclaims and shall otherwise convey to Husband all right, title and interest she may have in and to the following and the same shall be and hereafter remain the Husband's sole and exclusive property: all checking, savings, investment, and other accounts in the Husband's sole name, all retirement accounts, 401(k)s, and IRAs in the Husband's name, except as otherwise stated herein.

The Parties shall work together to remove the Wife from the PNC joint bank account ending in x1931 within ten (10) days of full execution of this Agreement and the Husband shall be solely entitled to the contents thereof.

F. **REAL PROPERTY- MARITAL RESIDENCE:** The Husband is the owner of the real property located at 36112 Laguna Hills Circle, Zephyrhills, Florida (hereinafter referred to as the "Husband's Residence"). This property is subject to a mortgage in the Husband's sole name for which he shall be solely responsible (hereinafter referred to as the "Husband's Residence Mortgage"). Immediately upon the full execution of this Agreement, the Husband shall have sole exclusive use, possession, and ownership of said Husband's Residence. The Wife waives any right, title and interest she may have in and to said property. The Husband shall be responsible for the Marital Residence Mortgage referenced herein, any and all taxes regarding the Marital Residence, homeowner's insurance and any and all expenses associated with the Husband's Residence.

G. **MOTOR VEHICLES:**

(1) The Wife shall retain the 2014 Chevrolet Equinox titled in the Wife's sole name, and which is not encumbered by loan. The Husband waives any right, title and interest he may have in and

to said vehicle, and the Wife shall hold harmless and indemnify the Husband from any and all liability pursuant to any action regarding said vehicle, including but not limited to the use and operation of said vehicle, insurance, repairs and maintenance and, including but not limited to any attorney's fees incurred in defending such action.

(2) The Husband shall retain the Mercedes leased in the Husband's sole name. The Wife waives any right, title and interest she may have in and to said vehicle, and the Husband shall hold harmless and indemnify the Wife from any and all liability pursuant to any action regarding said vehicle, including but not limited to the use and operation of said vehicle, insurance, repairs and maintenance and, including but not limited to any attorney's fees incurred in defending such action.

H. **HOUSEHOLD CONTENTS AND PERSONAL EFFECTS:** By this Agreement, the Parties agree that they have divided their household contents and personal effects between themselves so that each is satisfied with the property in their care, custody and control.

I. **SECURED AND UNSECURED DEBTS:** Other than the 2019 IRS debt referenced elsewhere herein, the Parties have no other joint secured or unsecured debt. Any debts that the Husband has or may have incurred in his own name not specifically referenced elsewhere in this Agreement shall be his sole responsibility and he shall indemnify and hold the Wife harmless for the same, including but not limited to any attorney's fees incurred in defending such action. Any debts that the Wife has or may have incurred in her own name not specifically referenced elsewhere in this Agreement shall be her sole responsibility and she shall indemnify and hold the Husband harmless for the same, including but not limited to any attorney's fees incurred in defending such action. Each Party shall be responsible upon the full execution of this Agreement for paying his or her own respective debts and obligations which are or have been incurred individually, unless otherwise referenced in this Agreement. If any unknown obligations exist as of the date of this agreement, the Party incurring the obligation shall bear sole responsibility for same. Each Party warrants that they have disclosed all outstanding obligations to each other and that neither has incurred credit liability in the name of the other Party. Neither Party shall pledge the credit of the other in the future, and the Parties shall immediately close or transfer all existing charge accounts and credit cards in joint names of the Parties or in the name of either of them under which the other may have extended credit for purchases, and same shall be terminated as of the date of the execution of this Agreement.

J. **EQUITABLE DISTRIBUTION EQUALIZATION PAYMENT**: The Husband shall pay to the Wife an Equitable Distribution Equalization Payment in the amount of \$1,500.00 within forty-five (45) calendar days of execution of this Agreement.

K. **QDRO**: The Husband has a defined contribution plan through The Progressive 401(k) Plan/Fidelity Brokerage Services, LLC, which is a 401(k), setup by Progressive, (hereafter, “the Account”). The Wife is hereby entitled to \$20,000.00. There are no loans against this Account, and to the extent that there are, they shall not reduce the Wife’s share of the Account. The Court shall reserve jurisdiction to enter a Qualified Domestic Relations Order (hereafter “QDRO”) to effectuate this transfer, if such an order is necessary. The Parties agree to hire Matthew Lundy to prepare the order, and the Parties shall equally divide the cost of hiring the QDRO preparer. Each Party shall pay their one-half portion of the fee to Mr. Lundy within ten (10) calendar days of execution of this Agreement. The Parties shall cooperate in providing whatever documents the QDRO preparer requests, including account statements, within five (5) calendar days of any such request. The Parties agree to re-execute any documents necessary to effectuate this paragraph at the request of the QDRO preparer. Until the Wife’s funds are transferred to the Wife, the Husband shall not withdraw, liquidate, or dissipate any funds in said account.

L. **CELL PHONE**: The Parties shall work together to port the Wife’s number from the Husband’s cell phone plan to a plan of the Wife’s choosing within ten (10) calendar days of execution of this Agreement.

M. **SEPARATE PROPERTY**: Except as otherwise provided herein, the Parties agree that whatever property he or she now owns, provided same has been disclosed to the other Party, or may hereafter have or acquire in their respective names shall henceforth be considered their sole and separate properties.

N. **TAX ADVICE**: The Husband and Wife both acknowledge that they have had the opportunity to be advised and independently counseled regarding possible tax implications that may occur as a result of this Agreement. The Parties further agree and acknowledge that neither attorney has given separate tax advice and that they understand the need 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, and that upon the signing of this Agreement, he/she is satisfied with any tax implications or expressly waive his/her right to seek independent advice or counseling in this regard.

O. **WAIVER OF APPEARANCE AT FINAL HEARING:** Both Parties agree to waive thirty (30) day notice of the final hearing so that the final hearing may take place at the Court's earliest convenience. Both Parties expressly waive the statutory twenty (20) day waiting period and consent to the immediate entry of Final Judgment of Dissolution of Marriage. The Parties hereby state that they have entered into a valid and enforceable marital settlement agreement and they hereby consent to an expedited final hearing. The Husband waives appearance at the final hearing, so long as the Court merely ratifies this Agreement and incorporates it into a Final Judgment of Dissolution of Marriage. The Husband's counsel shall prepare the Final Judgment of Dissolution of Marriage for the Wife's counsel's review and approval prior to the submission thereof.

P. **DISCLOSURE:** 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 further financial disclosure.

Q. **ATTORNEYS' FEES AND COSTS:** Each Party shall be responsible for his/her own attorneys' fees and costs. However, the Husband shall be responsible for the mediation fee incurred on date of execution of this Agreement.

R. **SUBSEQUENT DISSOLUTION OF MARRIAGE:**

- (1) Nothing contained in this Agreement shall be construed to prevent either Party from obtaining a dissolution of marriage in the State of Florida.
- (2) 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.
- (3) 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.

S. **EXECUTION OF DOCUMENTS:** Within a reasonable time after written demand, 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 reasonably incurred as a result of such failure.

T. **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.

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

V. **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.

W. **MUTUAL RELEASE**: Except as otherwise provided herein, each Party waives, releases and relinquishes all rights that he or she may have or may hereafter acquire as the other Party's spouse under the present or future laws of any jurisdiction including, but not limited to, the following: Each Party releases the other from all claims and demands except causes of action for (a) dissolution of marriage and (b) any claims or demand authorized by and pursuant to the provisions of this agreement. This release and waiver shall include, but not be limited to, any and all rights of elective share, dower or curtesy or any interest in the estate of the other or any right of inheritance or distribution under the laws of intestacy of any state, territory or other jurisdiction. As of the date of the execution of this agreement, each Party waives all rights he or she has as the other Party's spouse to share in the other Party's estate, to act as executor or personal representative of the other Party's estate or to take against any will or codicil of the other Party.

X. **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.

Y. **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.

Z. **RESERVATION OF JURISDICTION**: The Circuit Court of the Sixth Judicial Circuit in and for Pasco County, Florida shall reserve jurisdiction for enforcement of this Agreement as provided herein and the Final Judgment entered in connection herewith.

AA. **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 (5) days of receipt of a written request for same, or as provided for within this Agreement, then it is agreed that the Final Judgment of Dissolution of Marriage shall be self-executing to operate as a conveyance from the Husband to the Wife and/or from the Wife to the Husband of the properties referred to herein.

BB. **TITLE HEADINGS**: The title headings used in this Agreement are solely for convenience. The title headings do not constitute terms of this Agreement and shall neither expand, limit or modify the terms of this Agreement nor be considered to construe the intent of this Agreement or the parties hereto.

CC. **MAIDEN NAME RESTORED**: The Wife's maiden name shall be restored to: Allycia Anne Campau.

DD. **REPRESENTATIONS**: The Parties represent to each other that:

- (1) 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 Husband has been represented by Stacey Hudon, Esq., and the Wife has been represented by Mark Hankins, Esq. Each Party has carefully read each provision of this Agreement and is completely aware of its contents and its legal effect.
- (2) This Agreement has been prepared by Amber Boles, Esq. acting as a scrivener at the request of the Parties. This Agreement should be interpreted fairly and simply and not strictly for or against either of the Parties. This Agreement shall be construed as having been jointly drafted by both Parties. The rule of construction governing interpretation of contracts, construing ambiguities against the scrivener, or author, shall not be employed to interpret any ambiguities against the Husband or the Wife.
- (3) 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.

- (4) 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.
- (5) 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.
- (6) Each Party has given careful and mature thought to the making of this Agreement and is executing this Agreement knowingly, intelligently and free from any duress, coercion, mental or emotional distress or undue influence.

IN WITNESS WHEREOF, the Parties have set their respective hands and seals acknowledging that the provisions of this Agreement shall be binding on their respective heirs, next of kin, executors and administrators.

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.

Allycia Alexander, Wife

Damien Alexander, Husband

Date: _____

Date: _____