

Miami, Florida 33131
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T: (305) 677-9933

Dated: _____

Plantation, Florida 33317
E-mail: schultzlegal@gmail.com

T: (786) 344-9483

Dated: _____

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KC

^{DS}
DLS

hereby entitled to the same legal consideration, validity and enforceability as a signed original for the purposes expressed herein and shall be considered an original for evidentiary purposes in any court of law or administrative proceeding.

13. FURTHER ASSURANCES: The Parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this agreement and the documents referred to in this agreement.

14. SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any remaining provisions

15. ENTIRE AGREEMENT: This Agreement sets forth the entire and complete settlement agreement between the Parties relative to this matter and may not be modified or amended except by written agreement executed by all the Parties set forth below. This Agreement may not be modified by oral discussions prior to or after its execution.

16. PRIOR AGREEMENT: all previous terms of the mediated settlement agreement and Final Judgment not specifically modified by this agreement remain in full effect.

IN WITNESS WHEREOF, this Agreement has been made knowingly and voluntarily by the undersigned Parties; and has been approved by said Parties and their legal counsel.

DocuSigned by:
Kimberly Conley 8/4/2022
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Kimberly Conley, "Former Wife"

DocuSigned by:
Donald L Conley Jr 8/4/2022
C012B0BE7BF0463...
Donald L. Conley Jr. "Former Husband"

DocuSigned by:
Jesse Phillippe-Auguste
B0CA4FE3CD934A0...
Jesse Phillipe-Auguste, Esq.
Attorney for Respondent
Florida Bar No. 110969
1001 Brickell Bay Drive
Suite 2700, C-7

DocuSigned by:
Kimberly Schultz
0CDC4BDB5CA7438...
Kimberly H. Schultz, Esquire
Attorney for Petitioner
Florida Bar No. 39678
The Law Office of Kimberly H. Schultz
900 S. State Road 7

reasonable attorney's fees and court costs incurred in enforcing or interpreting the terms of this Agreement, including all appeals.

9. PREPARED BY COUNSEL: This Agreement is a direct result of the negotiations between the Parties. The Parties accept this Agreement as their work product and acknowledge that this Agreement has been drafted by the combined efforts of the Parties and/or their counsel, who accept full responsibility for the formation of this Agreement and negotiating the terms and conditions set forth herein.

9. COUNTERPARTS: This Agreement may be executed by two (2) or more original, photocopy and/or facsimile counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

10. LAW/VENUE/CONSTRUCTION: The laws of Florida shall govern the interpretation and enforcement of this Agreement. Venue for any dispute arising under or with respect to this Agreement shall be in the state courts of competent jurisdiction sitting in Miami Dade County, Florida. This Agreement shall be construed as if the Parties jointly prepared it; the rule of construction that any ambiguities are to be construed against the drafting party shall not be applicable to or otherwise employed in interpreting this Agreement.

11. BINDING EFFECT: This Agreement shall inure to the benefit of and be legally binding upon the Parties hereto, and their heirs, personal representatives, successors and assigns.

12. ELECTRONIC SIGNATURES: To facilitate execution and delivery of this document, instrument or agreement, the undersigned may execute by signing and delivering the same by facsimile or by email in any digital or electronic file format. Any signed copy, which includes a digitally or electronically signed copy of this document, instrument or agreement is

5. The parties agree to either use a third-party attorney or firm specializing in QDRO drafting or Mission Square QDRO team; whichever is most cost-effective for the parties. In the event the parties use a third-party firm, the parties agree to evenly split the cost of the preparation of the QDRO. The parties agree to use Matt Lundy to prepare the QDRO and shall work together to complete all documents necessary and provide any documents to Matt Lundy to complete the QDRO. Each party agrees to execute any documents within 48 hours of receiving the document and return to the requesting party.
6. **TIMESHARING:** On the days in which the minor child D.C. is not in school the parties agree to exchange the minor child at 4 pm from the Miami Norland Senior High School. On the days in which she is in school, each parent agrees to pick up D.C. from school at Miami Northwestern Senior High School. The exact time for pick up will be based on the minor child's after school schedule.
7. **LIFE INSURANCE:** The Former Wife currently maintains a life insurance policy as the named beneficiary in the event of the Former Husband's death. The Former Wife will designate the parties three children as the irrevocable beneficiaries to the Husband's life insurance policy so long as Former Wife maintains the life insurance policy. Former Wife agrees to provide proof of the updated beneficiary designation to Former Husband annually.
8. **ENFORCEMENT/FEES:** This Agreement may be enforced by a court of competent jurisdiction, if necessary. Should legal action be required to enforce or interpret this Agreement, the prevailing party shall be entitled to be paid its

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

DONALD L. CONLEY Jr.
Petitioner

CASE NO. 2019-020072-FC-04
FAMILY DIVISION

and.

KIMBERLY CONLEY
Respondent

_____ /

SETTLEMENT AGREEMENT AND JOINT STIPULATION

The undersigned parties who have signed this agreement (the "Parties") have entered into this settlement agreement (the "Agreement"); the Parties having agreed to the terms of a full and final settlement of all claims specified herein; and the Parties further having agreed to abide by the following terms and conditions of this Agreement, the Parties do hereby agree as follows:

1. SETTLEMENT TERMS: WHEREAS, on April 14, 2022, Petitioner, DONALD L. CONLEY Jr, filed a Supplemental Petition to Modify the Final Judgment which was filed with the Clerk of the Court on April 30, 2020 and which ratified the Parties' Mediated Settlement Agreement and parenting plan, dated March 12, 2020.
2. During the marriage, the parties incurred an unpaid IRS debt which the parties agreed to share equally after allocating credits to the Former Husband for advanced payments, which was memorialized in the parties' mediated settlement agreement.
3. The Former Husband paid the IRS debt on behalf of both parties when he refinanced his home. The Former Wife owes the Former Husband \$35,935.65 for her share of the unpaid IRS tax debt.
4. The Former Wife agrees to pay the Former Husband in full and as a singular lump sum payment from the Former Wife's FRS, DROP, or 457 account by QDRO.

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