

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT,
IN AND FOR ESCAMBIA COUNTY, FLORIDA

Case No.: 2024-DR-001344

Division: P

IN RE THE MARRIAGE OF:

PHILLIP A. LOESCH,

Petitioner/Husband,

v.

KIMBERLY A. LOESCH,

Respondent/Wife.

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE came to be heard upon the Petition for Dissolution of Marriage and Other Relief filed by Petitioner/Husband, PHILLIP A. LOESCH (hereinafter referred to as “Husband”). Based upon the pleadings, records, and documents filed by counsel, and having reviewed the Court file, the Court finds as follows:

- A. The Court has jurisdiction of the parties and the subject matter herein.
- B. Both parties has been a resident of the State of Florida for at least six (6) months prior to the filing of the Petition for Dissolution of Marriage and Other Relief.
- C. The parties were married on or about August 20, 1983.
- D. There are no children of the parties under the age of 18 or otherwise entitled to support, and none are expected.
- E. Irreconcilable differences exist and have caused the irretrievable breakdown of the marriage, and all efforts and hope of reconciliation would be impracticable and not in the best interests of the parties.
- F. The parties wish to settle between themselves their respective rights, duties, and obligations regarding property and liabilities, and so have entered into a written Memorandum of Agreement (hereinafter referred to as the “Agreement”). A true and correct copy of the parties’ Memorandum of Agreement is attached hereto, incorporated herein, and marked as “Exhibit A.” The Agreement was entered into voluntarily by each party and has been filed of record.

IT IS, therefore, **ORDERED** and **ADJUDGED** as follows:

1. The parties are awarded Final Judgment for Dissolution of Marriage, and the bonds of matrimony heretofore existing between Petitioner/Husband, PHILLIP A. LOESCH and Respondent/Wife, KIMBERLY A. LOESCH, are hereby dissolved.

2. The Agreement of the parties filed August 2024 is incorporated herein by reference for all purposes, is approved and expressly made a part of this Final Judgment for Dissolution of Marriage, and to the extent not modified by this Final Judgment of 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 provisions were set forth verbatim in this Final Judgment of Dissolution of Marriage, and the parties are **ORDERED** to comply with the terms and provisions of said Agreement.

Retirement

3. Each party shall receive any and all benefits existing by reason of his or her past, present, or future employment or military service, including but not limited to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, military retired pay, accrued unpaid bonuses, disability plan, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom and any other rights related thereto other than Wife's payment of alimony as specified in the following paragraph. Any claim or interest therein that could be asserted by the other party is hereby released and terminated other than Wife's payment of alimony as specified in the following paragraph.

Alimony

4. Wife has an actual need for alimony or maintenance, and Husband has the ability to pay the same.

5. The parties agree that Husband shall pay lump sum alimony as set forth in this Final Judgment of Dissolution of Marriage below.

6. Husband shall transfer and convey the following to Wife as lump sum alimony: Husband shall pay Wife \$43,126.41 from his Charles Schwab account as lump sum alimony. Wife shall be responsible for the costs and preparation of the Qualified Domestic Relations Order. The parties recognize that Wife is receiving \$1,126.41 more than was originally agreed to at their mediation. The parties acknowledge that said additional payment resolves the distribution of Husband's later discovered 403(b) account.

Costs of Court

7. Any costs of court, including the filing fee for the Petition for Dissolution of Marriage and Other Relief, will be borne by the party incurring the same.

Attorney's Fees

8. Each party will be responsible for his or her own attorney's fees incurred herein.

Other Orders

9. Each party shall (a) provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Final Judgment of Dissolution of Marriage or the Agreement, and (b) timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Final Judgment of Dissolution of Marriage or the Agreement.

10. Any right, claim, demand or interest of the parties in and to the property of the other, whether real, personal or mixed, of whatever kind and nature and wherever situated, including but not limited to homestead, succession and inheritance arising out of the marital relationship existing between the parties hereto, except as expressly set forth or arising out of said the Agreement, is forever barred and terminated.

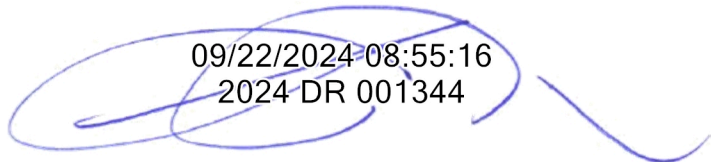
11. The Court expressly retains jurisdiction of this cause for the purpose of enforcing, construing, interpreting, or modifying the terms of this Final Judgment of Dissolution of Marriage and the Agreement entered into by the parties herein.

DONE AND ORDERED within the First Judicial Circuit, Florida.

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signed by CIRCUIT COURT JUDGE STEPHEN A PITRE 09/22/2024 08:55:16 yIZ5CSai