

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. FMCE23009301 DIVISION: 41 JUDGE: Mastrarrigo, Lorena V. (41)

Henny Zuloaga

Plaintiff(s) / Petitioner(s)

v.

Julian Ortiz

Defendant(s) / Respondent(s)

_____ /

FINAL JUDGMENT OF DISSOLUTION BY AFFIDAVIT

THIS CAUSE having come before the Court by Dissolution by Affidavit, upon the Wife's Petition for Dissolution of Marriage, and this Honorable Court having examined the record and finding that this cause is at issue, and further having reviewed and accepted the Petitioner's Supplemental Affidavit for Dissolution of Marriage, having considered the agreement of the Parties, and the Court being otherwise fully advised in the premises, it is therefore:

ORDERED AND ADJUDGED:

1. The Honorable Court has jurisdiction over the Parties and the subject matter of this cause.
2. The Petitioner, HENNY ZULOAGA, has been a resident of the State of Florida for more than six (6) months prior to the filing of the Petition for Dissolution of Marriage.
3. The marriage between the Parties hereto is irretrievably broken and is hereby dissolved *a vinculo matrimonii*, and the Parties are restored to the status of being single.
4. MINOR CHILDREN: There are no minor children common to the Parties. No issue is contemplated between the parties.
5. MARITAL SETTLEMENT AGREEMENT: The Parties have freely, knowingly, and voluntarily entered into a Marital Settlement Agreement dated August 9, 2023, which has been filed with the Court. The terms and conditions of the Marital Settlement Agreement are hereby ratified,

incorporated by reference and made part of this Final Judgment. The Marital Settlement Agreement shall not merge with the Final Judgment but shall survive the same, and both parties are hereby ordered to comply with all provisions therein.

6. This Court reserves jurisdiction to enter a Qualified Domestic Relations Order (QDRO).

7. This Court retains jurisdiction over the parties and the subject matter, reserves jurisdiction to enforce the Marital Settlement Agreement, and to adjudicate all other issues properly before this Court.

DONE AND ORDERED in Chambers at Broward County, Florida on 13th day of October, 2023.

FMCE23009301 10-13-2023 1:38 PM



FMCE23009301 10-13-2023 1:38 PM

Hon. Lorena V. Mastrarrigo

CIRCUIT COURT JUDGE

Electronically Signed by Lorena V. Mastrarrigo

Copies Furnished To:

Julian Ortiz , E-mail : julianortiz@msn.com

Kim L. Picazio , E-mail : picaziolawfirm@gmail.com

Kim L. Picazio , E-mail : lawoffice@picaziolaw.com

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

CASE NO.: FMCE 23-009301 (41)

HENNY ZULOAGA,
Petitioner,

And

JULIAN ORTIZ,
Respondent.

_____ /

NOTICE OF FILING

The Petitioner, HENNY ZULOAGA, by and through the undersigned counsel, hereby certifies that the following document has been filed with the Clerk of the above-referenced Court:

(1) Marital Settlement Agreement dated August 9, 2023.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing shall be furnished to: **Julian Ortiz**, Respondent, at 18241 SW 18th Street, Miramar, Florida 33029 and julianortiz@msn.com,

Dated: August 9, 2023

LAW OFFICE OF KIM L. PICAZIO, P.A.
One Financial Plaza, Suite #802
100 S.E. Third Avenue
Fort Lauderdale, Florida 33394
Telephone: 954-467-5558
Email: Lawoffice@Picaziolaw.com

By: _____ /S/
KIM PICAZIO, ESQ.

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

CASE NO.: FMCE 23-009301

HENNY J. ZULOAGA,

DIVISION: 41

Petitioner,
And

JULIAN R. ORTIZ,

Respondent.

_____ /

MARITAL SETTLEMENT AGREEMENT

THE PARTIES HERETO, HENNY J. ZULOAGA, ("Wife"), and JULIAN R. ORTIZ ("Husband"), in an effort to amicably resolve all marital issues, agree as follows:

WITNESSETH:

WHEREAS, the Husband and Wife were married on October 1, 2003, in the State of Florida,

WHEREAS, no children were born of this marriage or adopted, and none are expected at this time;

WHEREAS, certain disputes have arisen between Husband and Wife, which said parties acknowledge have caused irreconcilable differences; and

WHEREAS, the parties mutually desire to settle and adjust their respective property rights to the end that no difficulties may arise hereafter with respect to such matters; and

WHEREAS, each of the parties has had the opportunity to receive independent legal counsel as to the nature and obligations of this Agreement, and



WIFE



HUSBAND

WHEREAS, a full and complete financial disclosure has been made by the parties to each other of all respective assets both joint and separate and this Agreement has been entered into based upon such financial status/income of the respective parties, as evidenced by the Financial Statements and Affidavits exchanged between the parties and financial information otherwise personally known, discovered, and/or disclosed by the parties; and

WHEREAS, it is the desire and intention of the parties that their relationship with respect to property and financial matters be finally fixed by this Settlement Agreement in order to finally settle and determine in all respects for all purposes their respective present and future property and financial rights, claims and demands in such manner that any action with respect to the rights and obligations, past, present and future of either party with respect to the other be finally and conclusively settled and determined by this Agreement; and

WHEREAS, the parties hereto each warrant and represent to the other that they, and each of them, fully understand all the terms, covenants, conditions, provisions and obligations incumbent upon each of them by virtue of this Agreement to be performed or contemplated by each of them hereunder, and each believes the same to be fair, just reasonable and to their respective individual best interest; and

WHEREAS, each of the parties, believing this Agreement to be fair and reasonable, has assented freely and voluntarily to its terms; and

NOW THEREFORE, the Husband and Wife rely on and fully accept the provisions, terms and conditions hereof, and in consideration of the promises and mutual covenants herein contained, as well as for other good and valuable consideration not herein specifically set forth, the parties do hereby agree to the following:



WIFE



HUSBAND

The parties hereby adopt as part of this Agreement each of the recitals contained above in the WHEREFORE recitals, and agree that they shall be binding upon the parties hereto by way of contract and not merely by way of recital or inducement; and such clauses are hereby confirmed and ratified as being true and accurate by each party.

I. CONSIDERATION

The consideration of this Agreement is the mutual promises and agreements herein contained.

II. SEPARATION

At all times hereafter, the Husband and Wife shall be entitled to live separate and apart from each other, free of any marital control of the other party, as though each were unmarried except as set forth herein to the contrary; and neither the Husband nor the Wife shall molest the other or interfere with the peace and comfort of the other.

III. ALIMONY/SPOUSAL SUPPORT

(A) **HUSBAND'S WAIVER OF ALIMONY:** The Husband shall not seek or collect alimony from the Wife.

(B) **ALIMONY OBLIGATION OF THE HUSBAND OWED TO THE WIFE:**
General Terms of the Husband's Future Alimony Obligation(s): The Husband shall pay monthly, periodic non-modifiable alimony to the Wife in the amount(s) specified in this Agreement. The Husband's alimony obligation(s) to the Wife in this Agreement shall forever be non-modifiable by term or amount either party for any reason whatsoever, including a change in the law or its interpretation, and regardless of a change of monthly needs of either party, and/or a change in the income or assets of either party. Alimony

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WIFE

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HUSBAND

payments shall be due and owing on the first (1st) day of each calendar month. Alimony shall be paid each month by the Husband either via an Income Withholding order, or via electronic payment app selected by the Wife, e.g. Zelle, Venmo, CashApp, or other electronic transfer of funds. The Wife shall select which mode of payment she prefers to receive her monthly spousal support payment(s).

(1) **ALIMONY:** The Husband shall pay non-modifiable durational alimony to Wife in the amount of One Thousand Dollars (\$1,000.00) per month until the Husband reaches the age of sixty-seven (67). Once the Husband reaches the age of 67, the Husband's alimony obligation shall forever terminate. The Husband shall commence payment of his alimony obligation on the first day of the month after the execution of this Agreement, and alimony shall be due and owing on the first day of each calendar month thereafter. Alimony shall be deemed "late" on the 6th day of the month, and shall commence bearing the statutory interest rate of 6.58% per annum. The Husband shall pay alimony to the Wife regardless of whether she remains living in the former marital home, pursuant to this Agreement.

(2) **NON-MODIFIABILITY:** The Husband's alimony obligations as provided in this Agreement shall forever be non-modifiable in amount and duration (term) by either party, The Husband shall maintain and pay for the Wife to be on his employer's group health insurance policy until after the entry of the Final Judgment for Dissolution of Marriage, which shall be no sooner than September 30, 2023.

(3) **TERMINATION OF ALIMONY:** The Husband's alimony obligation shall automatically terminate upon the happening of any one of the following

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WIFE

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JA

HUSBAND

events: the Wife's remarriage, the Wife dies, the Husband dies, the Husband turns age 67, or if the Wife cohabitates in a supportive relationship pursuant to Fla. Stat. §61.14.

IV. EQUITABLE DISTRIBUTION

(A) GENERAL PROVISIONS: Except as otherwise expressly set forth herein, each party shall own, as his or her separate property free of any claim or right of the other, all of the items of property, real, personal and mixed of any kind, nature or description and wheresoever situated, which are now in his or her name, control, possession, with full power to dispose of the same as fully and effectually in all respects and for all purposes as if unmarried, unless otherwise specified in this Agreement. Any liabilities and/or obligations distributed to a party in this Equitable Distribution Schedule shall be timely paid by that party and he/she shall indemnify and hold the other party harmless therefrom. In the event there is any action, legal or otherwise, brought by a third party or entity regarding a liability or obligation distributed to a particular party in this Agreement, he/she shall be responsible to pay any and all attorney's fees and litigation costs of the indemnified party as they come due in defense of the action. As and for equitable distribution of the parties' assets and liabilities, the Parties agree as follows:

(B) REAL PROPERTY:

(1) MARITAL HOME: The Husband owns the marital residence and property located at 18241 SW 18th Street, Miramar, Florida 33029.

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WIFE

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HUSBAND

(a) The Husband shall retain this property as his sole and separate property, free from any claim or interest by the Wife. The Husband shall have exclusive use and possession of the property commencing six (6) months after the signing of this Agreement. The Wife shall be permitted to reside in the former marital home for six (6) months after the signing of this Agreement, and thereupon, shall vacate the former marital home. The deed to the home is in the Husband's sole name. However, if requested by the Husband, the Wife shall quit claim deed all her right, title, and interest in this property to the Husband within thirty (30) days after the Husband has taken the Wife's name off the mortgage and any other loans or credit lines associated with the property.

(b) The Husband shall be solely responsible for all costs, expenses and liabilities associated with this property, including but not limited to home insurances, taxes, mortgages, lines of credit, liens and/or liabilities of any kind, unless otherwise agreed herein. The Husband shall be entitled to any tax deductions and/or benefits associated with this property, including but not limited to taxes paid, and mortgage interest from the date of this Agreement. The Husband represents that the Note on the former marital home is in his sole name, but the mortgage with Space Coast Credit Union includes the Wife's name. The Husband shall indemnify, defend and hold harmless from any and all liability arising out of the use, ownership, and/or possession of the property.

(c) The Husband shall maintain portability of homestead related to this property.

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WIFE

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HUSBAND

(d) All utility or other accounts associated with the marital residence shall be transferred and/or maintained in the Husband's sole name within thirty (30) days from the signing of this Agreement, and the Wife shall cooperate in this transfer, if necessary. The Husband shall retain, as his sole property, the utility accounts for the property.

(e) **CONTENTS OF THE MARITAL HOME**: The Parties shall equitably divide the contents of the marital home prior to the Wife vacating the property. In the event they cannot agree, they shall retain an agreed upon mediator to assist in the division of the contents of the home. The parties shall equally divide the cost and/or fees of the mediator. The parties must retain an agreed upon mediator to assist in division of the contents of the home prior to filing any court action regarding the division of the contents of the marital home. However, each party shall retain, as his/her separate property, his/her personal items including but not limited to personal papers, clothing, jewelry, personalty, accessories, collectibles, premarital items, metals and awards, family heirlooms, and/or keepsakes, which shall be excluded from division unless specifically stated herein. Any conflicts regarding such personal items shall be submitted to mediation prior to the filing of any action as to retention and/or ownership of the same.

(C) **DIVISION OF TANGIBLE PERSONAL PROPERTY**: All tangible personal property will be divided between the parties within thirty (30) days of the signing of this Agreement, and each party shall retain, as his/her separate property, all tangible personal property in his/her possession, including but not limited to jewelry, personal papers, family heirlooms of his/her own family, and collectibles.

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WIFE

A blue ink signature, appearing to be 'JO', enclosed in a blue rounded rectangular box with 'DS' in the top left corner.

HUSBAND

(D) AUTOMOBILES:

(1) NISSAN MORANO: The Husband shall transfer all right, ownership and title to the Nissan Morano presently in the Wife's possession to the Wife's sole name within thirty (30) days from the signing of this Agreement. Upon transfer of title, the Wife shall be solely responsible for all liabilities and expenses related to the Nissan Morano, including maintenance, insurance, and costs of any kind. The Husband shall be solely responsible for any expenses, fees and/or taxes associated with the transfer of the vehicle to the Wife. The Wife shall indemnify and hold the Husband harmless from all liabilities associated with her use and ownership of the Nissan Morano which were incurred as of the date of the signing of this Agreement.

(2) JEEP GRAND CHEROKEE: The Husband shall retain, as his sole and separate property, his premarital Jeep, and the Wife shall transfer all her right, ownership and title to the Husband in the Jeep, if necessary, to the Husband within thirty (30) days from the signing of this Agreement. The Husband shall hereinafter be solely responsible for all liabilities and expenses related to the Jeep, including payments, costs, maintenance, insurance, and costs of any kind. The Husband shall indemnify and hold the Wife harmless from all liabilities, costs, expenses and/or causes of action associated with the use and ownership of the Jeep regardless of whenever the same was incurred.

(E) JEWELRY: The Wife shall retain, as her sole and separate property, free from any claim or right by the Husband, her jewelry and/or watches which are presently in her

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WIFE

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HUSBAND

possession. The Husband shall retain, as his sole and separate property, free from any claim or right by the Wife, his jewelry and/or watches which are presently in his possession.

(F) FINANCIAL AND RETIREMENT ACCOUNTS:

(1) TO THE HUSBAND: The Husband shall hereinafter retain, as his sole and separate property, free from any claim or right from the Wife, the following accounts:

- (a) Any accounts in the Husband's sole name not mentioned herein.
- (b) All accounts in the Husband's name subject to the distributions to the Wife, as stated below and herein.
- (c) All retirement accounts, 401ks and IRAS in the Husband's name subject to the distributions to the Wife, as stated below and herein.

(2) TO THE WIFE: The Wife shall hereinafter retain, as her sole and separate property, free from any claim or right from the Husband, the following accounts:

- (a) All accounts in her sole name;
- (b) All retirement accounts, 401ks, and/or IRAs in her sole name.
- (c) \$225,000 of the funds in the Husband's 401(k) retirement account.

The account and remaining funds shall be the Husband's sole and separate property. The \$225,000.00 from the Husbands' 401k shall be transferred to the Wife to an IRA account to be designated by the Wife. The Husband shall be responsible for the drafting of the Qualified Domestic Relations Order by a certified QDRO specialist at the Husband's sole expense. The Husband shall retain a certified QDRO specialist to commence the process within ten (10) business days after the Final Judgment for Dissolution of Marriage.

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HUSBAND

(d) \$2,650 from the Husband's Fidelity brokerage account to paid by the Husband to the Wife within ten (10) business days from the date of the Final Judgment. After distribution to the Wife, the Husband shall retain the account as his sole and separate property.

(e) \$22,800 from the Husband's Robinhood account to paid by the Husband to the Wife within ten (10) business days from the date of the Final Judgment. The Husband shall either liquidate assets to pay the Wife, or transfer the assets to the Wife to a brokerage account of her preference. After distribution to the Wife, the Husband shall retain the account as his sole and separate property.

(f) \$367.00 from the Husband's Wells Fargo savings account to paid by the Husband to the Wife within ten (10) business days from the date of the Final Judgment. After distribution to the Wife, the Husband shall retain the account as his sole and separate property.

(g) \$141.00 from the Husband's Chase checking account to paid by the Husband to the Wife within ten (10) business days from the date of the Final Judgment. After distribution to the Wife, the Husband shall retain the account as his sole and separate property.

(h) \$40.00 from the Husband's Space Coast Credit checking account to paid by the Husband to the Wife within ten (10) business days from the date of the Final Judgment. After distribution to the Wife, the Husband shall retain the account as his sole and separate property.

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WIFE

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HUSBAND

(i) \$240.00 from the Husband's Space Coast Credit savings account to paid by the Husband to the Wife within ten (10) business days from the date of the Final Judgment. After distribution to the Wife, the Husband shall retain the account as his sole and separate property.

(j) All assets from the Husband's Coinbase account. The Wife shall either designate a crypto wallet(s) for the Husband to send the crypto assets/coins/tokens, or, the Wife shall elect for the Husband to liquidate all assets in his Coinbase account and remit the total cash (fiat) sales proceeds to the Wife. The Wife shall make her election within ten (10) days of the Final Judgment, and the Husband shall distribute the assets or funds to the Wife within five (5) days thereafter. After distribution to the Wife, the Husband shall retain the account as his sole and separate property.

(k) Any and all joint bank, savings, brokerage and/or investment accounts as of the date of signing this Agreement.

3) In the event the Husband's accounts do not have sufficient funds to pay the Wife pursuant to this Agreement and equitable distribution schedule, the Husband shall pay the Wife the deficiency directly within thirty (30) business days of the date of the Final Judgment. Timely payment and/or distribution of all amounts in the equitable distribution schedule herein shall be enforceable by civil contempt. Additionally, either party may receive a money judgment against the other for his/her failure to timely pay or distribute all amounts in the equitable distribution schedule herein. The Husband shall produce an account statement to the Wife from the months of November until the date of distribution

for the following accounts: Coinbase, and Robinhood.

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WIFE

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HUSBAND

(G) RELEASE OF OTHER PROPERTY AND ASSETS: Except as otherwise provided herein, each Party does hereby waive, release, and otherwise renounce any and all right to seek an equitable distribution, unequal distribution or other interest in the property of the other, and acknowledges that the provisions for the distribution of property contained in this Agreement are intended to be a full, fair, and complete property settlement agreement and division of all marital assets. If any marital asset or interest is not specifically distributed in this Agreement, it shall be presumed to be equally divided by the parties with the value as of the date of the signing of this Agreement.

(H) DEBTS AND LIABILITIES: Except as otherwise provided herein, each Party shall be solely responsible for all debts and liabilities in his/her individual name(s) regardless of when they were incurred. However certain marital debts and liabilities shall be distributed to the individual Parties, as follows:

(1) DEBTS TO BE PAID BY WIFE: Unless otherwise specified herein, the Wife shall be solely responsible for payment of the following liabilities:

- (a) All credit cards in the Wife's sole name;
- (b) All debts and liabilities incurred by the Wife;
- (c) All debts and liabilities in the Wife's sole name;

(2) DEBTS TO BE PAID BY HUSBAND: Unless otherwise specified herein, the Husband shall be solely responsible for payment of the following liabilities:

- (a) All credit cards in the Husband's sole name;
- (b) All credit cards in the Parties' joint names;
- (c) All debts and liabilities incurred by the Husband;

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WIFE

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HUSBAND

- (d) All debts and liabilities in the Husband's sole name;
- (e) All debts and liabilities in the Parties' joint names;
- (f) All utilities, debts and/or liabilities associated with the former marital home;
- (g) Mortgage and all loans associated with or secured by the former marital home.

(3) FUTURE LIABILITY AND INDEMNIFICATION:

- (1) Neither party shall incur any debt or liability on the accounts distributed by this Agreement.
- (2) Each party shall indemnify, defend and hold the other harmless from any and all debts and/or liabilities distributed to him/her in this Agreement.
- (3) Each party shall indemnify, defend and hold the other harmless from any and all debts and/or liabilities arising out of the non-payment of their respective obligations in this Agreement and into the future, regardless of when they were incurred.
- (4) Any other debt that has been incurred by the Parties either before or after the date of filing of the Petition for Dissolution of Marriage shall be the liability of the Party that incurred said obligation and each shall indemnify, defend and hold the other harmless from any and all liability arising out of the non-payment of said debt, unless specifically provided for herein.
- (5) Except as otherwise agreed, the Wife represents and warrants that she has not incurred nor shall hereinafter incur any debts or obligations for which the Husband or his estate shall be liable and the Wife agrees that she will indemnify, defend, and hold the Husband harmless from any and all claims made because of

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WIFE

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HUSBAND

any debts or liabilities heretofore or hereinafter incurred by her, unless specifically provided for herein.

(6) Except as otherwise agreed, the Husband represents and warrants that he has not incurred nor shall hereinafter incur any debts or obligations for which the Wife or her estate shall be liable and the Husband agrees that he will indemnify, defend, and hold the Wife harmless from any and all claims made because of any debts or liabilities heretofore or hereinafter incurred by him, unless specifically provided for herein.

V. INCOME TAX RETURNS

The parties shall file separate, individual income tax returns commencing in the year 2022, and all years thereafter.

VI. ATTORNEYS' AND ACCOUNTING FEES

The Parties shall equally divide the total attorney's fees and costs incurred by the Wife. The Wife has paid \$5,000.00 toward attorney's fees and costs to date. The Husband has paid \$500.00 toward attorney's fees and costs to date. Each party shall receive credit in the aforementioned amounts toward their obligation for attorney's fees and costs pursuant to this paragraph. Payment by each party shall be made directly to the Wife's attorney within five (5) days after receipt of an invoice by the Wife's attorney. The Husband shall have no further responsibility to pay for the Wife's attorney's fees and costs in this original proceeding after the Court's entry of the QDRO. The Wife has been represented by Kim L. Picazio, Esq., from The Law Office of Kim L. Picazio, P.A., 100 S.E. 3rd Avenue, Suite 802, Fort Lauderdale, Florida, 33394. The Husband has chosen to represent himself without formal legal representation, although the Husband has been encouraged to retain an attorney to represent him in these proceedings.



WIFE



HUSBAND

Each Party has reviewed this Agreement and each fully understands the contents and intentions hereof and the law and facts upon which this agreement is based. Each Party believes the agreement to be fair and equitable under the circumstances, and is signing the agreement herein of his or her own free will, voluntarily and intending to be bound hereby.

VII. DISCLOSURE

Each Party has made a full, frank, and complete financial disclosure of his or her assets, liabilities, income, and expenses. Each Party acknowledges that he and she has relied upon the other Party's Financial Affidavit, as well as any documents exchanged, and representations made to each other in negotiating this Marital Settlement Agreement and their decision to execute the same. Both parties represent they have adequate knowledge of the marital finances and have waived any further financial disclosure from the other. Both parties have engaged in formulating this agreement, and have negotiated in good faith, and have made numerous revisions to the terms during the course of its drafting.

VIII. TAX ADVICE

All Parties agree that they have had the opportunity to retain their own certified public accountant, accountant, or tax attorney or advisor with reference to the tax implications of this Agreement. All Parties acknowledge that they have not relied upon the tax advice that they may or may not have been given by their respective attorneys who have represented them in negotiating this Agreement and their dissolution of marriage proceeding. All Parties acknowledge that they have been advised to seek their own independent tax advice by retaining a certified public accountant, accountant, tax attorney or tax advisor with reference to the tax implications involved in this Agreement. The signature of the Husband and Wife to this Agreement acknowledge that

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WIFE

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HUSBAND

they have read this particular paragraph and have had the opportunity to seek independent tax advice.

IX. MUTUAL WARRANTIES OF THE PARTIES

The Parties represent that they do not have any interest in any assets other than disclosed in discovery, either in their name alone or jointly with others. Except as provided above, no other obligations, debts, charges or liabilities are known to exist. If a past obligation, debt, charge or liability is discovered; the Party who incurred it shall be responsible for its payment and shall hold the other harmless from any liability on it. Neither Party shall, except as herein otherwise provided, at any time after the execution of this agreement, incur any obligations, contract any debt, charge any liability whatsoever, for which the other, his or her legal representatives, heirs, assigns, property, or estate, shall or may become liable.

X. GENERAL AND MUTUAL RELEASES

Except as otherwise provided in this agreement, each Party hereto forever renounces and relinquishes all claims of whatsoever kind, up to the effective date of this agreement, as well as hereafter, in or to any property or estate of whatsoever kind, whether real or personal, choses in action, and any other property of which he or she is or at any time hereafter may be seized or possessed, including without limitation, the right to take as a beneficiary under any insurance policy or policies (except as otherwise provided for under terms of this agreement) or the right to take as beneficiary of any profit sharing plan, or the right to take as a beneficiary of any contract, plan, or arrangement, whatsoever, it being the intention of the Parties hereto that this Agreement constitutes a complete, general and mutual release of all such claims or interests whatsoever. Each Party waives, releases and relinquishes all rights that he or she may now have or may hereafter acquire as to the other Party's property under the present or future laws of any jurisdiction:



WIFE



HUSBAND

- i. To elect to take against any will or codicil of the other Party now or hereafter in force;
- ii. To share in or make claim against the other Party's estate; and
- iii. To act as personal representative of the other Party's estate.

Each Party shall henceforth hold, possess and enjoy for his or her sole and separate use, and free from interference and control by the other, all of the real and personal estate, choses in action and other property of which he or she is now seized or possessed or at any time hereafter may be seized or possessed. Without affecting the generality of the foregoing, each Party waives, releases and bars himself and herself of all right of dower and curtesy, as the case may be, in any real property which either Party now has or may hereafter acquire; and each will upon request, execute good and sufficient releases of dower or curtesy to the other Party, or to his or her heirs, executors, administrators, or assigns, or will join, at the request of the other, in executing any deed or other instrument affecting such real property; provided, however, that nothing contained herein shall in any way constitute a waiver of the right of either Party to a full and complete performance of the terms of this Property Settlement Agreement, by the other.

The release contained herein shall not act as a release for any of the indemnification provisions contained in this Agreement or as a release from any other obligations either Party owes to the other as part of this Agreement.

XI. REPRESENTATIONS

The Parties acknowledge and agree that they have read the above and that each understands same and that it constitutes a full, fair and complete settlement of all their property and affairs.

That hereafter neither Party shall have or make any claim or demand upon the person or estate of

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WIFE

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HUSBAND

the other except as herein provided. The Parties further acknowledge that they have either had the benefit of the advice of counsel, or have been advised to seek such advice with regard to this Agreement.

The Parties hereto agree that they will at any time or times hereafter, make, execute and deliver any and all such other further instruments, assurances and things as the other shall reasonably require to give full effect and meaning to the covenants, conditions and provisions hereof. It is agreed by and between the Parties hereto that this Marital Settlement Agreement shall be offered to the Court by either Party, without objection by the other Party with the request that this Marital Settlement Agreement be incorporated by reference, but not merged in the Final Judgment of Dissolution of Marriage. The Parties further agree that the Court will retain jurisdiction over the subject matter and the Parties hereto, for the purpose of enforcing the terms of the Final Judgment of Dissolution of Marriage and this Marital Settlement Agreement or to enter any other orders the Court deems necessary to do substantial justice. This is a pure property settlement agreement, and it is the intention of the Parties that this Agreement, except for those provisions pertaining to the alimony, except as otherwise provided hereinabove, shall not be subject to modification by either Party upon a substantial change of circumstances or for any other reason. This Agreement shall be binding upon the heirs, executors, personal representatives, administrators, successors in interest and assigns of the Parties hereto, or any of them. All matters affecting the interpretation and enforcement of this agreement shall be construed and interpreted pursuant to the laws of the State of Florida. This Agreement contains the entire understanding of the Parties. There are no representations, promises, or undertakings, other than those expressly set forth herein.

A blue ink signature, appearing to be 'AE', enclosed within a blue rectangular box with rounded corners. The letters 'DS' are printed in small font at the top center of the box.

WIFE

A blue ink signature, appearing to be 'JO', enclosed within a blue rectangular box with rounded corners. The letters 'DS' are printed in small font at the top center of the box.

HUSBAND

XII. SEVERABILITY

The Husband and Wife agree that if any particular provisions or parts of this Agreement is deemed or declared to be invalid, void and/or unenforceable by any court of competent jurisdiction, the other provisions or parts of this Agreement, to the maximum extent possible shall continue in full force and effect and shall be valid and enforceable according to their terms.

XIII. DEFAULT OR WAIVER

No waiver of any breach hereof or default hereunder shall be deemed to be a waiver of any subsequent breach. In the event of default, the defaulting Party shall be liable to the non-defaulting Party for all costs and fees incurred in the enforcement of this Agreement.

XIV. LAWS OF FLORIDA TO GOVERN

This Agreement shall be governed by the laws of Florida as they exist on the date of its execution.

XV. CONSTRUCTION AND HEADINGS

The headings contained herein are for convenience only and are not to be utilized in construing the provisions contained herein. Each Party has reviewed and revised this Agreement.

XVI. AUTHORSHIP

The rule of construction that ambiguities are to be construed in favor of the non-drafting Party shall not be employed in the construction of this Agreement. In the event that it becomes necessary for any reason to construe this Agreement as permitted by the Rules of Evidence of the State of Florida, this Agreement will be construed as being jointly prepared and written by both Parties hereto.

DS
HE

WIFE

DS
JO

HUSBAND

XVII. MODIFICATION

No addendum, modification, or waiver of any of the terms of this Agreement shall be effective, unless so ordered by the Court or agreed to by the parties in writing, signed by both Parties and executed with the same formality as this Agreement, unless otherwise specified herein. If the Agreement requires any event to be in writing by the parties, no further formalities are required to effectuate the requirement.

XVIII. RECONCILIATION

Reconciliation shall not affect the provisions of this Agreement and shall not affect the validity and enforceability of this Agreement in any future proceedings, dissolution or otherwise, regardless of when those proceedings are instituted or commenced. Both Parties waive any defense of reconciliation to any future enforcement of this Agreement. The Parties intend for this paragraph to be an explicit understanding that any executory provisions of this Agreement remaining at any time of reconciliation, shall not be affected or abrogated by reconciliation and that those provisions shall survive and be binding upon the Parties, nonetheless.

XIX. EFFECTIVE DATE AND FINAL JUDGMENT

The effective date of this Agreement shall be the last date on which either of the Parties signs it. This executed Marital Settlement shall be filed with the Court and become in full force and effect upon execution by both parties. However, the parties shall not attend a final hearing or obtain a Final Judgment for Dissolution of Marriage earlier than September 30, 2023.

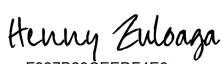
DS
HE

WIFE

DS
JA

HUSBAND


IN WITNESS WHEREOF, the parties have signed, sealed and acknowledged this Agreement, with the intent to be bound by its terms and provisions.

DocuSigned by:

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HENNY J. ZULOAGA
PETITIONER/WIFE

8/9/2023

DATE

DocuSigned by:

3770CD4843B742E...

JULIAN R. ORTIZ
RESPONDENT/HUSBAND

8/9/2023

DATE



WIFE



HUSBAND