

# Matthew Lundy Law

## QDRO Law

www.MLundyLaw.com  
Toll Free: 1-855-737-6529  
Email: Info@MLundyLaw.com

Offices in:  
Atlanta, Georgia  
Cherry Hill, New Jersey  
Coral Springs, Florida

### INSTRUCTIONS:

1. Please review the terms of engagement and timeline on pages 6 through 12 of this document.
2. Please make payment through our website at: Matthew Lundy Law--QDRO Law Payment Portal in the amount specified on this page, by either credit card or electronic check.
3. Please review and complete the information forms on pages 2-5 to the best of your ability. If you are unsure about anything, or it is not pertinent to your case, please leave it blank. We will contact you if we need anything that is missing.
4. Please initial all pages, and once completed, please return by email to Info@MLundyLaw.com or securely upload to our website here: Matthew Lundy Law--QDRO Law Document Upload

This engagement pertains exclusively to the following retirement asset(s):

- i. Publix ESOP \_\_\_\_\_
- ii. Publix 401(k) Plan \_\_\_\_\_
- iii. N/A \_\_\_\_\_
- iv. N/A \_\_\_\_\_
- v. N/A \_\_\_\_\_
- vi. N/A \_\_\_\_\_

The cost to proceed is \$ 1,950.00, plus a 3% credit card fee if you are paying by credit card. If you would like to pay by check, you can pay by eCheck in our payment portal. Please do not mail us a check. By submitting your payment, you hereby agree to our terms of engagement.

# Matthew Lundy Law

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### POTENTIAL CLIENT INFORMATION FORM

Please fill this out to the best of your ability and return it to us. If you are unable to fill in any portion, please leave it blank and we will contact you if we have any questions. Please do not provide us with any contact information that you do not wish for us to use in contacting you.

1. Information about the Plan Participant (the person to whom the account that is being divided belongs):

Name: PRENER GEORGES

Address: 22365 SW 66TH AVENUE #911

BOCA RATON, FL 33428-5309

Email Address: georgesprener@gmail.com

Telephone Number: 561-430-8744

Social Security Number: 591 - 37 - 8175 Date of Birth: 01 / 10 / 1961

Name of Employer: PUBLIX SUPERMARKETS

Name of Attorney, if any, and email address: ANDREW SMITH andy@asmithlegal.com

2. Information about the Alternate Payee (Plan Participant's Spouse, Former Spouse or child; this is the person who will receive a portion of the participant's retirement plan):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Name of Attorney, if any, and email address: \_\_\_\_\_

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### 3. Case Information

County and State in which case is pending: PALM BEACH - FLORIDA  
Date of Marriage: 12 / 20 / 1994  
Date of Separation:       /      /        
Date of Filing of Case: 7 / 14 / 2022  
Date of Settlement Agreement: 2 / 14 / 2024  
Date of Final Judgment: 2 / 29 / 2024  
Date that Plan Participant Began Plan Participation:       /      /      

### 4. Plan Information (please only provide information for the plans listed on page 1 of the engagement letter):

#### Plan 1

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Contact: \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Official Name(s) of Plan(s): \_\_\_\_\_

Participant's Account Number (if known): \_\_\_\_\_

Date Participant Began Accruing Benefit in Plan: \_\_\_\_\_

Date Participant Retired and Began Receiving Money from Plan: \_\_\_\_\_

#### Plan 2

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Contact: \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Official Name(s) of Plan(s): \_\_\_\_\_

Participant's Account Number (if known): \_\_\_\_\_

Date Participant Began Accruing Benefit in Plan: \_\_\_\_\_

Date Participant Retired and Began Receiving Money from Plan: \_\_\_\_\_

#### Plan 3

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Contact: \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

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Official Name(s) of Plan(s): \_\_\_\_\_  
Participant's Account Number (if known): \_\_\_\_\_  
Date Participant Began Accruing Benefit in Plan: \_\_\_\_\_

Plan 4  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Contact: \_\_\_\_\_  
Fax: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Official Name(s) of Plan(s): \_\_\_\_\_  
Participant's Account Number (if known): \_\_\_\_\_  
Date Participant Began Accruing Benefit in Plan: \_\_\_\_\_  
Date Participant Retired and Began Receiving Money from Plan: \_\_\_\_\_

Plan 5  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Contact: \_\_\_\_\_  
Fax: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Official Name(s) of Plan(s): \_\_\_\_\_  
Participant's Account Number (if known): \_\_\_\_\_  
Date Participant Began Accruing Benefit in Plan: \_\_\_\_\_  
Date Participant Retired and Began Receiving Money from Plan: \_\_\_\_\_

Plan 6  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Contact: \_\_\_\_\_  
Fax: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Official Name(s) of Plan(s): \_\_\_\_\_  
Participant's Account Number (if known): \_\_\_\_\_  
Date Participant Began Accruing Benefit in Plan: \_\_\_\_\_  
Date Participant Retired and Began Receiving Money from Plan: \_\_\_\_\_



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If the Member was/is in the military and we are dividing a military pension, please answer the following:

1. What was the member's date of initial entry into military service? \_\_\_\_\_
2. What was the member's date of retirement, if any? \_\_\_\_\_
3. Was the member a reservist or active member of the military? \_\_\_\_\_
4. Which branch of the military was/is the member in? \_\_\_\_\_
5. If the member is retired, did they elect survivor benefit coverage for the non-member? \_\_\_\_\_
6. If survivor benefits have been elected, do you wish to keep them in place? \_\_\_\_\_
7. If the member is active duty or active duty reserve, please provide the following:
  - a. Average High-3 as of date of filing for divorce: \_\_\_\_\_
  - b. Average High-3 as of date of settlement agreement: \_\_\_\_\_
  - c. Average High-3 as of date of final judgment: \_\_\_\_\_

**\*\*\*If survivor benefit plan coverage related to a military pension must be secured in your case, then you are hereby advised that you have one year to secure such coverage following your divorce, after which time such SBP shall be waived.**

**5. Please mark an "X" next to each item that you have in your possession, and provide us with a copy of it:**

**Final Judgment or other order entitling you to a QDRO**

**Settlement Agreement, if not part of your Final Judgment**

**Summary Plan Description**

**Statements for the account(s) for which you are seeking a QDRO**

**6. If you are dividing a military or federal government pension, you must obtain a certified copy of your final judgment and provide it to us so that we can complete our process.**

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### TERMS OF ENGAGEMENT

1. **Scope of Engagement:** This letter outlines your engagement of Matthew Lundy Law (“MLL” or “we” or “us”) to execute the division of one or more retirement accounts, which may include preparing settlement agreement language, an application for direct payment, and/or drafting and seeking plan approval of one or more Qualified Domestic Relations Order(s) or similar order(s), including but not limited to orders for the division of government and military retirement plans (collectively referred to herein as “QDROs”). By making the payment outlined on page 1, you hereby agree to these terms of engagement. THIS ENGAGEMENT DOES NOT INCLUDE ANY OTHER MARITAL/FAMILY LAW LITIGATION, APPEAL, APPEARANCES IN COURT, RETIREMENT ACCOUNT VALUATION, FINANCIAL PLANNING, DRAFTING, TAX ADVICE OR OTHER SERVICES THAT ARE NOT SPECIFICALLY AND EXPRESSLY DESCRIBED IN THE PRECEDING SENTENCE, unless and until we agree to amend this engagement letter or execute a new engagement letter that sets forth an appropriate fee for such other services. Further, you acknowledge that our actions are executory, and that we in no way “represent” any party in a family law matter by virtue of this engagement.

2. **Fees and Retainers:** You shall pay to us a non-refundable flat fee (the “Flat Fee”) set forth on page 1 for the services described above. You understand that this engagement does not include any testimony and/or appearance at any hearing or deposition or any other proceeding, and to the extent that such appearance and/or testimony is required, you agree to pay an additional retainer, to be agreed upon later.

3. **Additional Costs Charged by Plans:** By signing this engagement letter, you acknowledge that many retirement plans charge special fees for processing and reviewing Domestic Relations Orders. These fees are usually deducted directly from the account(s) to be divided, without penalty to either party. You further acknowledge that you (or if you are an attorney, then your client) and/or the other party will be 100% responsible for paying these fees, and MLL will not contribute whatsoever to any such fees.

4. **Termination of Work:** We may terminate your case and then cease performing services on your behalf if, among other things: you do not reimburse us within ten days of a request for any cost or expense we paid on your behalf, irreconcilable differences arise between us, you misrepresent or fail to disclose to us material facts relating to your case. If necessary, you agree to sign a Stipulated Order of Withdrawal, which we will file with the Court. If we attempt to contact you and you do not respond to us, including attempts to obtain the necessary documents to complete your matter, we reserve the right to close your file and ask for a re-opening fee of \$500.00.

5. **Method of Payment:** You agree to pay any money you owe to MLL in cash, by credit card or by check. You acknowledge that if you pay us by check, then we will not begin working

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on this matter until such check clears. We will not begin working until we have received the entire retain due.

**6. No Guarantees:** We cannot and do not guarantee any results of our work, beyond preparing the paperwork required to execute on the division of the plan(s) in your case. You acknowledge that an order drafted pursuant to this engagement letter must reflect the terms of your settlement agreement and/or final judgment, decree or order, and we cannot obtain a result for you that is not otherwise provided to you in one of the aforementioned documents. We will provide you with an opportunity to review a draft of the order(s). It is your responsibility to ask questions regarding the order(s) when we provide you with the draft to the extent necessary to clarify the meaning of the language in the order(s) and results that will likely be obtained, or to advise of anything that you believe is missing from the order. Further, if your agreement or final judgment does not include survivor benefits, you understand we may not be able to include them in the order that we prepare. It is always to your benefit to contact us prior to settling or trying your case to discuss the specific language that should be used in your settlement agreement and/or final judgments. Further, you acknowledge that a retirement plan is an independent third party with its own interests, and we cannot require them to enforce any order, and that additional litigation, although infrequent, may be necessary to obtain compliance on behalf of a retirement plan.

**7. Necessary Information:** You acknowledge that we cannot begin work until we receive certain biographical and employment information, and that any delay caused by a failure to provide us with same cannot be held against us. Further, you are responsible for providing us with the documents necessary to properly identify the account being divided upon request, including but not limited to Plan Documents, a Summary Plan Description, and an account statement. We will not engage in any discovery requests on your behalf that are not specifically identified in this engagement letter. Further, if the administration of a QDRO under this engagement requires obtaining a certified copy of any orders other than the QDRO itself, then you will bear direct responsibility for obtaining and paying for such certified copy(ies).

**8. Entire Agreement; No Oral Modifications:** This engagement letter contains the entire understanding between us and may not be modified or amended unless it is modified or amended in a writing that we both sign.

**9. Qualification and Administration of Orders:** You acknowledge that the qualification of an order drafted pursuant to this engagement letter will require the approval of a third party administrator, who may take several weeks or months to complete the qualification and/or administration process, and may also require multiple drafts of orders to satisfy their particular plan requirements. You also acknowledge that our job is complete once the order(s) has/have been qualified and entered by the Court, and that any delay in your receipt of money due to the

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actions or inactions of any third party or entity cannot be held against us and we cannot be held liable for same.

**10. Completion of Services:** Retirement plans are under no obligation to communicate directly with our offices regarding the completion/approval of the orders that we submit to them. Many plans will not give us any information related to the completion of the orders that we submit to them, even if we follow-up with them by phone and/or in writing. Accordingly, our work under this engagement is complete upon submission of the appropriate documents to the plan for administration. This includes submitting application paperwork to the military. We may, as a courtesy to you and without obligating ourselves to do so, follow-up with the plans for up to six (6) months following submission of the appropriate documents to the plan. If you require financial advice as to any distributions, we are happy to provide you with the name of a financial professional upon request. Further, you are responsible for communicating directly with the plan regarding questions that you have related to their calculations and whether the benefits that you expect to be in place are in fact in place following the submission of the order to them.

**11. Limitation of Flat Fee Services; Additional Fees:** It is our goal to complete the services described in this engagement letter for the flat fee included above. It is important for you to understand our limited role in your case, and that we cannot answer questions related to any issues in your case that are not directly related to our engagement. By signing this engagement letter, you acknowledge that we have advised you that it may take several months to complete this process, during which time we may be waiting on third parties such as the Court, the Clerk of Court, the U.S. Postal Service, and/or the retirement plan in question to respond to us. We understand that this can be frustrating, and we do everything that we can to follow-up with these parties to move your matter forward as quickly as possible. Accordingly, we will copy you and/or your attorney on our correspondences to the judge and the retirement plan(s) to keep you fully apprised as to the status of your case. You are hereby advised that it is not uncommon for several weeks or months to go by without word from the court, the clerk, and/or a retirement plan. Our flat fee does not include any amount of time speaking with you over the phone and/or responding to your emails, including calling us to follow-up as to the status of your case. If you contact us during your case, you will be billed for all time spent on the phone with our attorneys and/or paralegals. Our attorneys bill in six-minute increments at \$500.00 per hour, and our paralegals bill in six-minute increments at \$150.00 per hour, so please be cautious in calling us to ask questions that may otherwise be answered without calling us. All calls with our office will require prior scheduling and an additional fee to cover one hour of our time. You hereby agree that we may charge your credit card that you provide to us for all such time spent responding to you, after first providing you with a copy of an invoice for such time and giving you a chance to review the same.

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**12. No Accounting Services:** We are not an accounting service, and we will not calculate the marital portions or values of pensions or accounts for you, unless we specifically agree to do so in writing in either this letter or a subsequent engagement letter. The parties are solely responsible for coming to an agreement over the value of accounts and the portions of such accounts to be divided. If your agreement requires the determination of a marital versus a non-marital portion, you are responsible for providing us with information sufficient to establish that non-marital portion.

**13. Role as Neutral:** If the Court and/or your settlement agreement requires that we be retained as jointly and/or as a neutral, you acknowledge that you are engaging our firm to act as a neutral for you and the other party, and you agree that nothing that you tell us will be privileged to the extent that we cannot share it with the other party, and that we cannot render any legal advice to you pursuant to this engagement that we cannot share with the opposing party. Further, you expressly and knowingly waive any conflict of interest that may arise out of our work for you and the other party in this matter. You further acknowledge that you have represented to us that you are represented by independent legal counsel and that we may refer you back to them in the case of a conflict between the parties. Further, you understand that our office is acting as an executor of an underlying agreement and/or final judgment, and we do not advocate for one side or the other. Therefore, if you have a conflict, you must retain a litigator or pursue your interests in court pro se. Further, we will need litigate with the retirement plan itself, and you acknowledge that we are subject to the rules of the plan.

**14. Documents Provided:** We do not keep hard copies of any documents provided to us. Certified copies of any documents provided to us will either be submitted to the plan, or if it is not required that such documents be submitted to the plan, then we will scan these documents and shred the originals. Please do not supply any original documents to us that you wish to have returned to you.

**15. Necessity of QDRO(s) or Similar Order(s):** Not all retirement plans accept or require a QDRO or similar order to divide. Specifically, many non-qualified plans and individual retirement accounts will not require nor accept a QDRO to divide them. You are responsible for confirming with your attorney, your former spouse or co-parent, and/or the plan whether a QDRO or similar is necessary prior to engaging our firm to prepare the same.

**16. Time Limitation on Forms:** Our rates are subject to change. In the event that you do not complete these forms and return them to us within 60 days of us providing them to you, we reserve the right to change the rate offered in these terms of engagement.

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### **Process and Timeline for Completion of QDROs**

Generally, there is no guarantee as to how long the process of dividing a retirement account will take. This is because we cannot guarantee how quickly the other parties involved in this process will respond. The process begins when we receive all requested paperwork and payment. Once received, we generally prepare any documents (draft orders, letters, forms, etc.) within five (5) business days. At that point, we forward the draft order to our client(s) and to the plan administrator for review (if the plan is willing to review an order before it is signed by the court, which is not always the case). If the Plan has a pre-approval process, it will *generally* take between three (3) and eight (8) weeks for the order to be reviewed (but it can always take longer).

When the plan responds, they will advise as to whether the order is approved, or if changes should be made to accommodate the plan administrator's guidelines. If the plan requires changes, those changes are made within one business day of receipt of that letter. The order is then submitted to the court to obtain the judge's signature. Judges can take anywhere from two (2) to twelve (12) weeks to sign an order, depending on how busy their docket may be.

Once the court signs the order, we obtain a certified copy by U.S. mail. This can take anywhere from two (2) to six (6) weeks, depending on how busy the clerk may be. It can also take longer if the U.S. postal service or the clerk is running behind. You are always free to go to the courthouse to obtain the certified copy and mail or hand deliver it to us yourself. You are not obligated to do this, but in the event you wish to expedite the process, this may save several weeks.

The certified copy of the order is then submitted to the plan for final administration. At the end of final administration, the parties are generally notified in writing of the plan's final decision, including how the recipient spouse can claim their benefits under the retirement plan. At this point, our work is concluded. The final administration process varies in length depending on who the plan administrator is, and their process for handling the orders. If the plan administrator is a private sector employer, we estimate three (3) to eight (8) weeks for administration. If the plan administrator is the military or the thrift savings plan, or a state or county government, we estimate eight (8) to sixteen (16) weeks. If the plan administrator is the office of personnel management or another branch of the federal government, we estimate six (6) to forty-eight (48) *months*. Again, it can and sometimes does take longer. If you are concerned about the length of time the process is taking, you should contact the plan directly, although you are by no means obligated to do so.



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### **Frequently Asked Questions**

#### **Why does it take so long to finish a QDRO?**

The speed of the judge, the clerk and the plan will dictate how quickly a QDRO can be completed. Although we work expeditiously, our office has very little control over those three parties. Judges often have several hundred or even thousands of cases on their dockets, so executing a court order can take weeks. Clerks have tens of thousands of cases to handle. Thus, they too have little ability to quickly take action to certify a court order.

QDRO administration is only a small part of what a plan administrator does. A plan administrator is responsible for an almost infinite number of tasks relating to their plan(s). A plan administrator is therefore very frequently busy to the point that they cannot even get to the review of a QDRO for several weeks or even months. Further, many plans do not always have sufficient staff and/or procedures in place to competently review and administer QDROs in a timely manner. Unfortunately, this is out of our control as well, although we do follow-up with the plan administrator regularly, and we copy you and/or your attorney on these correspondences.

Additionally, most judges, clerks and plan administrators still utilize U.S. mail exclusively to correspond with us, and the U.S. Postal Service alone can slow the process by several weeks.

We do everything that we can to follow-up with these parties to keep the process moving forward.

#### **I received a letter from the Plan. What does it mean?**

If you receive a letter from the plan, you should review it carefully. Correspondences generally say one of only a few things: i) they confirm receipt of an order; ii) they approve an order and give you instructions on what, if anything, you need to do to complete the process; and/or iii) they require adjustment to the order that they received.

Whenever you receive any correspondence as to which you have a question, you should scan/email it to us. If we need to discuss it with you, we will contact you.

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### **The order has been approved. Now what?**

When an order is approved, the plan administrator will generally do one of two things: i) provide a 30-120 day appeals period for either party to raise an appeal of their decision as to the propriety of the QDRO submitted; or ii) if there is no appeals period, they will provide transfer/cash-out paperwork to the alternate payee, to direct the payout of the assigned benefit. As to the former situation, the appeals period can generally be waived if both parties signed a waiver. As to the latter, at this point the alternate payee needs to act quickly to advise the plan of what they would like the plan to do with the benefit assigned to them.



IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,  
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: 50-2022-DR-006246-XXXX-SB

Division: Family

IN RE: THE MARRIAGE OF

PRENER GEORGES,

Petitioner/Husband,

and

MARIE MONA GEORGES,

Respondent/Wife,

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**AGREED FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE**

THIS CAUSE came before the Court for a final hearing on February 29, 2024, upon the Petition/Husband, PRENER GEORGE'S Petition for Dissolution of Marriage and Respondent/Wife, MARIE MONA GEORGE'S Counter Petition. The Court, having reviewed the court file, having received testimony, and being apprised that the parties freely and voluntarily entered into a Marital Settlement Agreement, the Court makes the following findings of fact and conclusions of law:

1. This Court has jurisdiction over the parties and the subject matter of this action.
2. **Residence**: At least one (1) party has been a resident of the State of Florida for more than six (6) months immediately before the filing of this action.
3. **Marriage**: The parties were married to each other on December 20, 1994.
4. **Children**: There are no minor children. Wife is not pregnant.
5. Neither party is a member of the Armed Forces of the United States or any of its allies on active duty, or a member of the U.S. Public Health Service.

6. The Court finds from the facts, evidence, and testimony that the marriage is irretrievably broken and should be dissolved.

7. **Marital Settlement Agreement**: The parties freely and voluntarily entered into a Marital Settlement Agreement resolving all marital rights, obligations and issues between the parties. The Court finds that said Marital Settlement Agreement constitutes a full agreement which is intended to govern the relationship between the Parties related to the division of their real and personal property. The Marital Settlement Agreement was filed with the Clerk of Court on February 15, 2024.

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

A. This Court has jurisdiction of the parties, and the subject matter of this action.

B. The marriage between the Petitioner/Husband, PRENER GEORGES, and the Respondent/Wife, MARIE MONA GEORGES, is dissolved a vincula matrimonii because the marriage is irretrievably broken.

C. That the executed Marital Settlement Agreement entered by and between the parties on February 14, 2024, and both introduced into evidence and filed with the Clerk of Court is hereby ratified, approved, confirmed and incorporated herein, and made a part hereof, shall not merge into this Final Judgment of Dissolution of Marriage but shall survive the same and be binding on the parties for all time. The Parties are **ORDERED** to abide by all the terms and conditions contained therein.

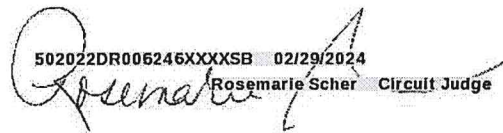
D. Each party shall (a) provide to the other party any necessary information or execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Final Judgment or Marital Settlement Agreement and (b) timely perform such other acts that are reasonably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

the provisions of this Final Judgment or Marital Settlement Agreement.

E. The Wife's maiden name is hereby restored to MARIE MONA PIERRE.

F. That, except as to the dissolution of marriage granted in this Judgment, this Court reserves jurisdiction over the parties, the subject matter hereof to make such further orders as may be necessary, including Qualified Domestic Relation Orders and the adjudication and enforcement of any and all charging liens of this entire matter and to enter such further Orders as may be equitable, appropriate and just. The Court expressly retains jurisdiction of this cause for the purposes of enforcing, construing, interpreting, or modifying the terms of this Final Judgment and the terms of the Marital Settlement Agreement entered into by the parties herein and any Qualified Domestic Relation Order filed or which will be filed with this Court pursuant to the parties' Agreement and any attorney charging liens filed in this matter.

**DONE AND ORDERED** in Chambers at Delray Beach, Palm Beach County, Florida.

502022DR006246XXXXSB 02/29/2024  
  
Rosemarie Scher Circuit Judge

502022DR006246XXXXSB 02/29/2024  
Rosemarie Scher  
Circuit Judge

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ROSEMARIE SCHER  
CIRCUIT COURT JUDGE

FINAL DISPOSITION FORM  
(Fla.R.Civ.P. Form 1.998)

THE CLERK IS DIRECTED TO CLOSE THIS  
FILE MEANS OF FINAL DISPOSITION

Disposed by Judge

Copies furnished to:

Andrew M. Smith, Esquire, Attorney for Petitioner at [andy@asmithlegal.com](mailto:andy@asmithlegal.com) and

[service@asmithlegal.com](mailto:service@asmithlegal.com)

Jonny Kousa, Esq., Attorney for Respondent at [JonnyK@JonnyKlaw.com](mailto:JonnyK@JonnyKlaw.com) and  
[Notice@JonnyKLaw.com](mailto:Notice@JonnyKLaw.com)



IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO. 502022DR006246XXXXSB

IN RE: THE MARRIAGE OF

PRENER GEORGES  
Petitioner,

and

MARIE GEORGES  
Respondent.

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT made and entered into this \_\_\_\_ day of February, 2024, by and between MARIE GEORGES (hereinafter referred to as "Wife") and PRENER GEORGES (hereinafter referred to as "Husband").

**WITNESSETH:**

WHEREAS, the parties were married on December 21, 1994; and

WHEREAS, there is one child born of this marriage, who has reached the age of majority, and no other children are contemplated, and

WHEREAS, in consequence of disputes and irreconcilable differences, the parties desire to settle all questions relating to alimony, financial obligations and any and all property rights existing between them.

NOW, THEREFORE, in consideration of the premises and mutual covenants, promises and undertakings herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged between the parties, the said parties have agreed and do hereby agree as follows:

P. G

M. G

**ARTICLE I**

**EQUITABLE DISTRIBUTION**

As and for Equitable Distribution, the parties agree to distribute their marital assets and liabilities as set forth below:

**Real Estate:** There is no real property to equitably distribute.

**Retirement Accounts:** Both parties work for Publix. Both parties have 401K's with Publix<sup>1</sup> and Publix stock. It is agreed that the 401K's and the Publix stock will be equalized as of the date of the filing of the Dissolution of Marriage action (7/14/22) plus or minus any passive appreciation or depreciation. To the extent necessary, a Qualified Domestic Relations Order(s) shall be prepared to effectuate the equalization of the 401K's and the Stock accounts of the parties. To the extent that a QDRO cannot be utilized to transfer the stock plan to equalize the same, an Order shall be prepared directing the transfer of shares from Husband to Wife to effectuate the equalization of their stock accounts. The parties shall engage Matthew Lundy to prepare the QDRO(s) or such other orders necessary to transfer funds and/or Publix Stock to equalize their 401Ks and Stock plans as of the date of filing of the Dissolution of Marriage action. The cost of the same shall be equally divided between the parties. Both parties agree that they shall provide account statements as close to the date of the filing of the Dissolution of Marriage action to the other party within 10 days of the date of this Agreement. Both parties affirmatively represent to the other that neither party has borrowed against nor withdrawn any funds from their respective 401Ks or their stock plans.

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<sup>1</sup> Although the value of the Husband's 401k was inadvertently omitted from his Financial Affidavit, the same has been disclosed, and statements provided for this account in mandatory disclosure.

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**Bank Accounts:** There are no jointly titled bank accounts. All bank accounts in the Husband's name alone or in his present possession shall be the Husband's sole and exclusive property, free from any claim by the Wife. All bank accounts in the Wife's name alone or in her present possession, shall be the Wife's sole and exclusive property, free from any claim by the Husband.

**Vehicles:** The Wife drives a 2016 Toyota Camry in her name alone, and the Husband drives a 2011 Nissan Maxima in his name alone. Each party shall retain their respective vehicles that they currently drive and in their individual names. Each party waives any interest in the other party's vehicle. Each party shall be solely responsible for any expenses associated with their respective vehicles.

**Other Assets:** Except as otherwise set forth herein, all other assets in the Husband's name alone or in his present possession shall be the Husband's sole and exclusive property, free from any claim by the Wife. Except as otherwise set forth herein, all other assets in the Wife's name alone or in her present possession, shall be the Wife's sole and exclusive property, free from any claim by the Husband.

**Liabilities:** There are no jointly titled liabilities. All liabilities in the Wife's name alone shall be the Wife's sole responsibility, free from any contribution by the Husband. All liabilities in the Husband's name alone shall be the Husband's sole responsibility, free from any contribution by the Wife.

## **ARTICLE II**

### **ALIMONY**

As and for a non-modifiable lump sum payment, the Husband shall pay to the Wife, the

sum of TWENTY THOUSAND DOLLARS (\$20,000.00 U.S.D.,) to be paid within 10 days of the entry of a Final Judgment in this action. This one-time lump sum payment shall be non-modifiable for any reason whatsoever. Except for this non-modifiable lump sum payment, each party, now and forever, irrevocably waives any and all forms of alimony, regardless of any change in circumstance. This provision shall be non-modifiable.

### ARTICLE III

#### ATTORNEY FEES AND COSTS

Each party shall be solely responsible for his or her own attorney fees and costs in this dissolution of marriage action.

### ARTICLE IV

#### EXECUTION OF THIS AGREEMENT AND OF SUBSEQUENT DOCUMENTS

It is agreed that this Agreement may be signed in counterparts, and an electronic or scanned copy of a signature shall constitute an original.

Each of the parties hereto covenants and agrees that at the request of the other party, or in the event of his or her death, at the request of his or her executor, administrator or other legal representative, he or she will execute and deliver any and all necessary or property instruments to carry out the purposes and intent of this Agreement.

### ARTICLE V

#### MUTUAL RELEASE

Except as otherwise provided in this Agreement:

A. Each party releases the other from all claims, demands due, debts, rights or causes of action up to the date of this Agreement;



B. Each party hereby irrevocably releases and relinquishes all claims, rights and interests which that party may now have or may hereafter acquire in any property, real, personal or mixed, of the other party, whenever and however such property may have been or may be acquired by the said other party, and each party represents that all of said property, real, personal or mixed, owned by either of the parties at the time of their marriage or subsequently acquired, separately or together, and owned by the parties or either of them at the time of their separation has heretofore been equitably divided and apportioned between them and each party hereby ratified and affirms that division;

C. Each party hereby irrevocably waives and releases the other party from any and all claims that he or she may now have or may hereafter acquire for alimony, support or maintenance other than as set forth previously here;

D. Each party waives, releases and relinquishes all rights that he or she may now have or may hereafter acquire as the other party's spouse under the present or future laws of any jurisdiction;

(1) To elect to take against any Will or Codicil of the other party now in force. This shall not apply to any Wills or Codicils executed after the date of this Agreement;

(2) To share in the other party's estate and to exercise any right of dower or courtesy he or she may now have or hereafter acquire in the other party's estate.

#### ARTICLE VI

#### PENDING OR SUBSEQUENT DISSOLUTION OF MARRIAGE

Nothing contained in this Agreement shall be construed to prevent either party from obtaining a Final Judgment of Dissolution of Marriage in any competent jurisdiction, subject to

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the following:

A. It is agreed that this agreement contains all of the material terms of the parties agreement and this Agreement may be offered in evidence by either party in any dissolution action and, if acceptable to the Court, shall be incorporated by reference in the Judgment that may be rendered. However, notwithstanding incorporation in the Judgment, this Agreement shall not be merged with it, but shall survive the Judgment and be binding on the parties for all time.

**ARTICLE VII**  
**REPRESENTATIONS**

The parties represent to each other:

A. Each has had independent legal advice by counsel of his or her own selection in the negotiation of this Agreement or the opportunity to obtain said advice. Each party fully understands the facts and has been fully informed as to his or her legal rights and obligations, and each is signing this Agreement freely and voluntarily, intending to be bound by it.

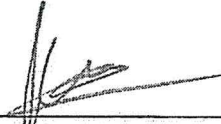
B. Each has made a full disclosure to the other of his or her financial condition.

C. Each understands and agrees that this Agreement constitutes the entire agreement of the parties. It supersedes any prior understandings or agreements between them upon the subjects covered in this Agreement. There are no representations or warranties other than as set forth in it.

D. Each has been informed by his or her counsel of the laws of Florida with

respect to the power of the courts, ability to modify or inability to modify the terms of this Agreement.

E. The respective attorneys have given no tax advice to either party and the parties are entering into this Agreement based upon his or her own choice.

  
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PRENER GEORGES  
DATED: 2-8-24

Marie Georges  
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MARIE GEORGES  
DATED: 02-14-2024

## END OF MARITAL SETTLEMENT AGREEMENT

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