

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

CASE NO.: 2023DR003009

SONDRA DENISE WASHINGTON,
Petitioner,

-and-

KENDRICK WASHINGTON,
Respondent.

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE came before the Court on Wife's Petition for Dissolution of Marriage filed on April 5, 2023, the Court FINDS as follows:

1. The Court has jurisdiction of the parties and the subject matter herein.
2. The Petitioner 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.
3. 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. Therefore, the Court finds the marriage is irretrievably broken.
4. There are no minor children common to the parties. The Wife is not pregnant and there are no other children contemplated.
5. The parties wish to settle between themselves their respective rights, duties, and obligations regarding property and liabilities, and so have voluntarily entered into a written Marital Settlement Agreement, filed with the Court on April 5, 2023, referred to herein as the "Agreement" and attached hereto as Exhibit "A," which shall be introduced into evidence at the final hearing in this cause.
6. The Court finds that the parties have the present ability to pay support as agreed to in the Marital Settlement Agreement as ratified, confirmed, and made part of this Final Judgment.

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

1. The parties are awarded Judgment for Dissolution of Marriage, and the bonds of matrimony heretofore existing between Sondra Denise Washington (hereinafter referred to as "Petitioner" or "Wife") and Kendrick Washington (hereinafter referred to as "Respondent" or "Husband") are hereby dissolved.

2. The Marital Settlement Agreement of the parties, attached hereto as Exhibit "A" and incorporated herein by reference for all purposes, is approved and expressly made a part of this Final Judgment for Dissolution of Marriage, and 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, and the parties are **ORDERED** to comply with the terms and provisions of said Agreement. The Marital Settlement Agreement shall not merge into this Final Judgment.

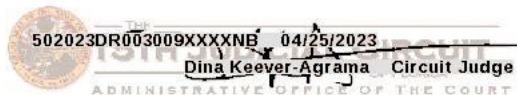
3. Each party shall (a) provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Final Judgment or the Marital Settlement Agreement, and (b) timely perform such other acts that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

4. 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 Marital Settlement Agreement, is forever barred and terminated.

5. The Wife shall return to her maiden name of Sondra Denise Bickham

6. 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 for the purposes of adjudicating and enforcing any notice of attorneys' charging liens which may be timely filed herein.

DONE AND ORDERED at Palm Beach County, Florida.



502023DR003009XXXXNB 04/25/2023
Dina Keever-Agrama
Circuit Judge

Copy furnished:

Sondra Washington, Pro Se
2904 N. WILLISTON DR. APT. 203
JUPITER, FL 33458

Alicia J. Dixon, Esq.
Attorney for Petitioner/Wife
service@dixonfloridalaw.com
adixon@dixonfloridalaw.com

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

CASE NO.:

SONDRA DENISE WASHINGTON,
Petitioner,

-and-

KENDRICK WASHINGTON,
Respondent.

MARITAL SETTLEMENT AGREEMENT

This Agreement is made in connection with an action for dissolution between Sondra Denise Washington (referred to as "Petitioner" or "Wife" herein) and Kendrick Washington (referred to as "Respondent" or "Husband" herein) who are sworn and agree as follows:

WHEREAS, the parties hereto were married to each other on or about February 12, 2000;

WHEREAS, Petitioner has filed a petition for dissolution of marriage in the above case, and this Agreement is intended to be introduced into evidence in such action, to be incorporated in a Final Judgment entered therein;

WHEREAS, the parties acknowledge that irreconcilable differences exist, that the marriage is irretrievably broken, and that the parties intend to live separate and apart from each other;

WHEREAS, the parties wish to settle between themselves, now and forever, their respective rights, duties, and obligations regarding property, liabilities;

WHEREAS, each party has read this Agreement and understands its terms and consequences, and each party believes that this Agreement is fair, just, and reasonable;

WHEREAS, each party has assented to this Agreement freely and voluntarily, without coercion or duress;

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the parties have agreed and do hereby agree as follows:

**ARTICLE I
RETIREMENT**

Husband's 401(k) Plan

1.1 Petitioner is awarded an interest in the Husband's 401(k) Retirement Plan with Empower Retirement, LLC, arising out of his employment with Vulcan Material Companies 1200 Urban Center Drive, Birmingham, AL 35242 as of April 1, 2023, according to the following formula: one-half of the 401(k) Plan account holdings, which shall not be reduced by any loans against the plan, plus any market gains or losses of the account through the date of dividing the account.

1.2 The parties shall be equally responsible for the costs of preparing the Qualified Domestic Relations Order for the distribution of the Husband's IRA plan described above. The parties shall jointly retain Matthew L. Lundy, Esq. within no less than 20 days from the date of this instant Agreement.

**ARTICLE II
DIVISION OF OTHER ASSETS AND LIABILITIES**

Division of Other Assets

2.1 Petitioner shall receive exclusive ownership in the following assets and items, and Respondent waives and releases any and all claim or interest in such assets and items:

- (a) All sums of cash in the possession of Petitioner or subject to her sole control.
- (b) All household furnishings and appliances in the possession of Petitioner or subject to her sole control
- (c) All clothing, jewelry and personal effects in the possession of Petitioner or subject to her sole control.
- (d) All funds in accounts or otherwise on deposit, including any accrued interest, in banks or any other financial institutions, which are in Petitioner's sole name or from which Petitioner has the sole right to withdraw funds or which are subject to Petitioner's sole control.
- (e) All stocks, bonds, mutual funds, and securities in Petitioner's sole name, together with any dividends, splits, and other rights and privileges in connection therewith.
- (f) Wife s automobile


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K.W.

2.2 Respondent shall receive exclusive ownership in the following assets and items, and Petitioner waives and releases any and all claim or interest in such assets and items:

- (a) All sums of cash in the possession of Respondent or subject to his sole control.
- (b) All household furnishings and appliances in the possession of Respondent or subject to his sole control.
- (c) All clothing, jewelry and personal effects in the possession of Respondent or subject to his sole control.
- (d) All funds in accounts or otherwise on deposit, including any accrued interest, in banks or any other financial institutions, which are in Respondent's sole name or from which Respondent has the sole right to withdraw funds or which are subject to Respondent's sole control.
- (e) All stocks, bonds, mutual funds, and securities in Respondent's sole name, together with any dividends, splits, and other rights and privileges in connection therewith.
- (f) Husband s automobile

2.3 Except for the items specifically conferred or addressed as set forth hereinabove or as otherwise expressly provided by this Agreement, each party shall have exclusive ownership of all items of personal property that are currently in his or her possession, and the other party waives and releases any and all claim or interest in such items.

Division of Liabilities

2.4. The Petitioner/Wife has a student loan obligation with Nelnet. The Husband shall pay \$50,000 of that loan to the Wife at a rate of \$300.00 per month in order to satisfy his responsibility of that marital debt. The Wife shall be responsible for the remaining balance and all interest owed. If the Wife s student loans are forgiven via the Public Service Loan Forgiveness Program or any other program, the Husband will not be responsible for any payments beyond the forgiven balance of the loan.

2.5 Petitioner shall pay the following debts, liabilities and obligations, and shall indemnify and hold Respondent and his property harmless from any failure to pay the same:

- (a) Any and all other liabilities in Wife s individual name.

2.6 Respondent shall pay the following debts, liabilities and obligations, and shall indemnify and hold Petitioner and her property harmless from any failure to pay the same:

- (a) Any and all liabilities in Husband s individual name.

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2.7 There are no other obligations or liabilities of the parties known to exist. Any obligation or liability that is not listed herein shall be the responsibility of the party that incurred the same, and the party that incurred the same shall indemnify the other party and the property of the other party harmless from liability therefor.

2.8 Neither party shall hereafter incur any obligation or liability for which the other party will be liable.

General Provisions

2.9 Full and Complete Disclosure. Each party hereto warrants and agrees that he or she has made a full and complete disclosure to the other party of all marital and nonmarital property, income, assets, and liabilities; alternatively, each party hereto warrants and agrees that he or she has actual knowledge of all of the other party's marital and nonmarital property, income, assets, and liabilities; alternatively, each party hereto warrants and agrees that he or she waives any further discovery and/or disclosure of all of the other party's marital and nonmarital property, income, assets, and liabilities. In the event any marital asset or account is later discovered, it shall be divided equally between the parties.

2.10 Other Information or Instruments. Each party agrees to 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 Agreement.

2.11 Nondischargeable in Bankruptcy. All terms of this Agreement pertaining to the division of marital property, including but not limited to any hold harmless or indemnification provisions, are specifically intended by the parties to be nondischargeable in the event of bankruptcy.

ARTICLE III NO ALIMONY

3.1 Both parties irrevocably waive any claim for alimony, whether temporary, durational, "bridge-the gap," rehabilitative, permanent, or lump sum. No provision of this Agreement should be construed as payment of alimony by either party.

ARTICLE IV MARITAL BUSINESS

4.1 Technology Interpreters, Inc. is a company started during the marriage of the parties on August 31, 2012. The Wife has 49% ownership and the Husband has 51% ownership of the company. The Wife shall cooperate with executing any related documents to ensure her name is removed from all company documents within 7 days of executing this agreement. It is the intent of the Husband and the Wife that the Husband receives 100% ownership of the company as his sole property in this dissolution action. All accounts, trademarks, logos, names, licenses, URL's (domain names), data bases, client contact lists, phone numbers, etc., associated with this company shall be the sole property of the Husband. The Wife waives any and all claims, rights and/or entitlements to this company and any


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assets associated with this company. Furthermore, the Husband shall be 100% responsible for paying all liabilities associated with this company. The Husband agrees to indemnify and hold harmless the Wife with regard to any associated debts.

ARTICLE V TAX ISSUES

Federal Income Taxes for Tax Year 2022

5.1 For tax year 2022, each party shall file an individual income tax return in accordance with the Internal Revenue Code.

5.2 Unless otherwise specified in this Agreement, and in addition to income attributable to each party's respective nonmarital property, each party must report as the party's income one-half of all income attributable to marital property, including earnings from personal services received on or before the date of the dissolution of the marriage. Additionally, each party may take credit for all of the reporting party's estimated tax payments and federal income tax payroll withholding deductions occurring after the date of the dissolution of the marriage, and, to the extent allowed by law, all deductions, exemptions, credits, and adjustments attributable to his or her income and expenses after the date of the dissolution of the marriage.

5.3 Each party shall timely pay his or her tax liability in connection with the tax return filed by such party. Any refund received as a result of a party's tax return shall be the sole property of the party filing such tax return.

5.4 Each party shall indemnify and hold harmless the other party for such taxes, liabilities, deficiencies, assessments, penalties, or interest due thereon or the omission of taxable income or claim of erroneous deductions of the applicable party.

Other Provisions

5.5 Attorney is Not Tax Expert. The parties acknowledge that any attorney involved with this Agreement does not claim to be an expert in tax matters. Each party states that he or she has consulted or has had the opportunity to consult with a tax professional to fully evaluate the tax implications and consequences of this Agreement.

5.6 Request for Information and Cooperation. It is agreed that each party shall provide any information reasonably necessary to prepare federal income tax returns, within thirty (30) days of receipt of a written request for the same. Each party shall reasonably cooperate with the other in the preparation of income tax returns as set forth hereinabove. Within five days of receipt of written notice from the other party, each party will allow the other party access to these records in order to respond to an IRS examination or request for information. Purposes for which access to such records will be granted includes, but is not limited to, the determination of acquisition dates or tax basis, and such access shall include the right to copy the records.


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5.7 Preservation of Information. Each party shall preserve for a period of seven years from the date of the filing of the applicable tax return, all financial records relating to the marital property. Each party shall preserve indefinitely, any records which determine or affect the tax basis in any marital property.

5.8 No Waiver of "Innocent Spouse". The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that a party has under the "Innocent Spouse" provisions of the Internal Revenue Code.

ARTICLE VI COURT COSTS AND ATTORNEY'S FEES

6.1 Any costs of court, including the filing fee for the petition for dissolution, will be borne by the party incurring the same.

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

ARTICLE VII GENERAL PROVISIONS

7.1 Mutual Release.

A. Subject to the provisions of this Agreement, each party has released and discharged, and by this Agreement does, for himself or herself and his or her heirs and legal representatives, release and discharge the other of and from all causes of actions, claims, rights of demands whatsoever, which either of the parties had or now has against the other, from the beginning of time through the effective date of this Agreement.

B. Except as provided in this Agreement, each party may dispose of his/her property in any way, and each party hereby irrevocably waives and relinquishes any and all rights he/she may now have or hereafter acquire, under the present or future laws of any jurisdiction (including but not limited to Fla. Stat. §732.403, as amended from time to time) to share in the property of the estate of the other as a result of the marital relationship, including without limitation, dower, curtesy, statutory allowance, family allowance, elective share, widow's allowance, homestead rights, right to take in intestacy, and any right to take against the Will of the other. Each party waives any and all rights or claims to be appointed the personal representative or administrator of the estate of the other or Trustee of the other party's Trust. Except as specifically provided for in this Agreement, each party irrevocably renounces, waives and disclaims any and all interest, rights or claims he/she may have as a beneficiary of and in and to all deferred savings accounts, pension plans, IRAs, retirement accounts of any kind (and will execute a waiver on an ERISA employee retirement plan), life insurance, annuities, Totten Trusts and other Trusts, of any kind, ITF accounts, survivorship accounts, POD accounts and Will substitutes, of any kind, of the other party. Each party agrees


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that the provisions of this Agreement are in full satisfaction of any and all claims each may have against the estate of the other, as spouse or creditor. Should a party's name still be reflected as a designated beneficiary, for whatever reason, including the other party's failure to remove same after the effective date of this Agreement as the designated beneficiary, then the party still designated shall execute documents reasonably necessary to reflect he/she shall not receive any benefit, he/she warrants that he/she shall make no claim to any benefit upon the death of the other party, and shall cooperate in good faith with any reformation action brought by the estate of the deceased party.

C. Unless otherwise stated in this Agreement, all real estate owned as tenants by the entireties or as joint tenants with the rights of survivorship is immediately converted to tenants in common property on the effective date of this Agreement.

D. As of the date of this Agreement, each party waives and renounces all rights to act as Attorney-in-Fact for the other under any Durable Power of Attorney, all rights to act as a Health Care Surrogate for the other, and all rights to act for the other under any Living Will Declaration. This Agreement may be presented to third parties as proof of such waiver and herein constitutes a resignation of such rights in such documents presently existing.

7.2 Resolution of Future Disputes. In the event of any disagreement regarding an issue between the parties, the parties shall first confer and exercise reasonable efforts to resolve such a dispute. Except in an emergency, immediately after a party files legal action regarding an issue of any such dispute or regarding modification of any terms and conditions of this Agreement, but before any litigation/discovery/answer being due/or other court procedures occur (excluding any motion to compel mediation), that party shall submit the dispute or controversy or modification to mediation and shall make a good faith attempt to resolve any such dispute, controversy, or modification.

7.3 Reconciliation. In the event of a reconciliation or resumption of marital relations, this Agreement or its provisions shall not be abrogated in any way without further written agreement of the parties.

7.4 No Oral Agreements. The parties agree that this Agreement constitutes the entire agreement of the parties, that this Agreement supersedes any prior understandings or agreements between them, and that there are no representations, warranties, or oral agreements other than those expressly set forth herein.

7.5 No Waiver of Breach. The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

7.6 Severability. This Agreement is severable, and if any term or provision is determined to be unenforceable, this shall not render the remainder of the Agreement unenforceable.

7.7 Other Acts. Each party agrees to timely perform such other acts that are reasonably


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necessary or that may be reasonably requested by the other party to effectuate the provisions of this Agreement.

7.8 Survival of Agreement; No Merger. This Agreement may be offered into evidence by either party in an action for dissolution of marriage, and may be incorporated by reference in a final judgment entered therein. Notwithstanding incorporation, this Agreement shall not be merged in such judgment but shall survive the judgment and be binding on the parties.

7.9 Remedies for Enforcement. The terms and provisions of this Agreement are enforceable in contract, in addition to any remedies for enforcement that may also be available under any final judgment of dissolution of marriage entered between the parties.

ARTICLE VIII WAIVERS

8.1 Waivers. (LEGAL DRAFTING PURPOSES ONLY)

Husband and Wife agree that Alicia Dixon, Esquire was retained for the sole purpose of drafting the settlement agreement and did not provide legal advice to any party. The Husband and Wife agree that any terms of the settlement were agreed upon prior to retaining Attorney Dixon and this settlement agreement was entered into voluntarily and knowingly.

8.2 Husband s Waiver. Husband acknowledges the following by signing this agreement:

Husband understands that he has the full opportunity to review additional discovery of Wife s finances. Nevertheless, by signing this Agreement Husband acknowledges that he relieves Alicia Dixon, Esquire and the law firm of The Dixon Law Firm, PLLC professionally, from any responsibility from not fully pursuing or discovering Wife s finances.

He waives any rights against Alicia Dixon, Esquire, or the law firm of The Dixon Law Firm, PLLC even if he ultimately determines that the law may have entitled him to a better settlement.

8.3 Wife s Waiver. Wife acknowledges the following by signing this agreement:

Wife understands that she has the full opportunity to review additional discovery of Husband s finances. Nevertheless, by signing this Agreement Wife acknowledges that she relieves Alicia Dixon, Esquire and the law firm of The Law Offices of The Dixon Law Firm professionally, from any responsibility as a result of not fully pursuing or discovering Husband s finances.

She waives any rights against Alicia Dixon, Esquire, and/or the law firm of The

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Law Offices of The Dixon Law Firm even if she ultimately determines that the law may have entitled her to a better settlement.

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SKW S.D.W.

KMW K.W.

I, SONDRA DENISE WASHINGTON, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.

Dated: MARCH 27, 2023

Sondra Denise Washington

SONDRA DENISE WASHINGTON

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to or affirmed and subscribed before me, by means of [] physical presence or online notarization, on March 27, 2023 by SONDRA DENISE WASHINGTON.

Marva Belton

NOTARY PUBLIC STATE OF FLORIDA

Marva Belton ID: 883897/exp. 4/14/2026

Printed Name of Notary

Personally known
 Produced identification
Type of identification produced Driver's License

S.D.W.

S.D.W.

K.W.

K.W.

I, KENDRICK WASHINGTON, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.

Dated: 03/28, 2023

Kendrick Martel Washington

KENDRICK WASHINGTON

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to or affirmed and subscribed before me, by means of [] physical presence or online notarization, on March 28, 2023 by KENDRICK WASHINGTON.

Marva Belton

NOTARY PUBLIC - STATE OF FLORIDA

Marva Belton ID: 883897/exp. 4/14/2026

Printed Name of Notary

Personally known
 Produced identification
Type of identification produced Driver's License

SLW

S.D.W.

KMW

K.W.