

COLLABORATIVE MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 4th day of January, 2024, by and between **LUIS DE LA CRUZ** (hereinafter called the "Husband") and **LESLIE DE LA CRUZ** (hereinafter called the "Wife");

WITNESSETH:

WHEREAS, the Wife and Husband were married on November 27, 2001, and since that time have been Husband and Wife;

WHEREAS, certain circumstances have arisen between Husband and Wife, which said parties acknowledge have caused irreconcilable differences, and in consequence of which the parties are separated and living apart;

WHEREAS, there are two children born of this marriage: Adrian de la Cruz, age 18 years, in the 12th grade, and Isabella de la Cruz, age 15 years, in the 10th grade and no other children are expected;

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

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

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, each to the other in hand paid, it is mutually

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covenanted and agreed between the parties as follows:

1. **SEPARATION:** Husband and Wife will be entitled to continue to live separate and apart from each other, free from marital control of the other party as if each were unmarried, and neither the Husband nor the Wife will interfere with the peace and comfort of the other or compel or seek to compel the other to cohabit with the other. The parties agree that any temporary reconciliation and any further separation after any reconciliation will in no way abrogate or affect the terms and provisions of this Agreement, which terms will remain valid.

2. **PERSONAL PROPERTY:**

- A. The parties have amicably divided the contents of the former marital home, including furniture and other personal property.
- B. The Husband will retain as his sole and separate property his clothing, jewelry, his other personal effects, and the furniture and furnishings in his possession as of the time of this Agreement.
- C. The Wife will retain as her sole and separate property her clothing, jewelry, her other personal effects, and the furniture and furnishings in her possession as of the time of this Agreement.

3. **VEHICLES:**

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A. The Wife will have the exclusive use and possession of the leased Audi Q7, which lease is in the Wife's name. Commencing on January 1, 2024, the Wife will be solely responsible for and pay the lease, maintenance, insurance, and all expenses relating to said vehicle and will hold the Husband harmless in the event of a default and/or any liability he may incur related to said vehicle.

B. The Husband will have the exclusive use and possession of the leased Lexus NX300, which lease is in the Husband's name. The Husband will continue to be solely responsible for and pay the lease, maintenance, insurance, and all expenses relating to said vehicle and will hold the Wife harmless in the event of a default and/or any liability she may incur related to said vehicle.

C. The parties' son and daughter will have the use and possession of the VW ID.4, which car is titled in the Wife's name. The parties will be responsible for and pay the insurance and all expenses relating to said vehicle as follows: 60% Husband and 40% Wife, with said obligations to be limited to a period of up to 5 years from the date of this Agreement. Any sale of said vehicle requires the prior written agreement of the parties. Any sales proceeds will be used to purchase a vehicle for the children.

4. **RETIREMENT ACCOUNTS:**

A. The Husband will retain as his sole and separate property the following

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retirement assets: (1) the balance of the Fidelity Envision 401(k) after distribution to the Wife of the amount of \$389,608 plus or minus any gains and losses attributable to said funds after January 2, 2024, with said funds to be distributed pursuant to a Qualified Domestic Relations Order (QDRO).

B. The Wife will retain as her sole and separate property the following retirement assets: (1) the amount of \$389,608 plus or minus any gains and losses attributable to said funds after January 2, 2024, with said funds to be distributed from the Husband's Fidelity Envision 401(k) pursuant to a Qualified Domestic Relations Order (QDRO) with distribution to the Wife in the same proportion of cash, stock shares and other investments as the portion of said account the Husband is retaining; (2) the Wife's Charles Schwab Individual Retirement Account (IRA) xx9020; (3) Newport Group non-qualified deferred compensation plan to be distributed in full by a QDRO; and (4) the Wife's nonmarital Schwab Roth IRA xx0624.

C. The parties agree to retain Matthew Lundy Law to prepare the QDROs and to contact said preparer within twenty (20) days from the date of this Agreement to begin the preparation process. The parties will be equally responsible and timely pay for the fees and costs related to the QDRO.

D. The parties represent that they have no other retirement assets of any

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kind or nature, except as stated in this Agreement.

5. BANK, CREDIT UNION and FLORIDA PREPAID COLLEGE

ACCOUNTS:

The bank and credit union accounts of the parties will be distributed as follows:

A. The Husband will retain as his sole and separate property the following bank and credit union accounts: (1) Chase checking account xx9281; (2) the balance of the Chase savings account xx1315 after distribution to the Wife of the amount of \$61,620 from said account; (3) Chase business account xx5117; (4) Deutsche Bank account; (5) Credit Union One checking account xx16007; (6) Credit Union One savings account xx16001; (7) Dade County Credit Union checking account; and (8) Dade County Credit Union savings account xx2662.

B. The Wife will retain as her sole and separate property the following bank accounts: (1) Sound checking account xx0371; (2) Sound savings account xx0371; and (3) Chase checking account xx7882; and (4) the amount of \$61,620, with said funds to be distributed from the Husband's Chase savings account xx1315, with distribution to the Wife to be within ten (10) days from the date of this Agreement.

C. The parties will equally divide the balances of the following joint accounts as of the day said accounts are closed, being on or before February 1, 2024: (1) First

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Horizon checking account xx4345; and (2) First Horizon savings account xx4338.

D. The parties will equally divide the balance of the Health Savings Account at Fidelity Investments as of the day said account is divided and closed, being on or before February 1, 2024.

E. The parties represent that they have no other bank and credit union of any kind or nature, except as stated in this Agreement.

F. There is a Florida Prepaid College plan for each child, being four year university plans, plus one year of dormitory cost and tuition differential fees. Said plans are paid in full. The parties will cooperate to utilize the funds of these plans to toward the cost of each child's post-high school education and to equally share any funds remaining from said plans. Both parties will have access to the information relating to said plans.

6. INVESTMENT ACCOUNTS:

The investment accounts of the parties will be distributed as follows:

A. The Husband will retain as his sole and separate property the following investment accounts: (1) Fidelity Investments account xx0847; (2) Fidelity Spend and Save account xx1563; (3) JP Morgan Chase Investments account xx6103; and (4) distribution of \$227,818 plus one-third of all cash, stock shares, and other investments

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that are in an amount in excess of \$683,006 as of the date of distribution from the Charles Schwab account xx3768 titled in the Wife's name, which contains the remaining proceeds from the sale of the former marital home, with distribution to the Husband to be within ten (10) days from the date of this Agreement and in the same proportion of cash, stock shares and other investments as the share the Wife is retaining.

B. The Wife will retain as her sole and separate property the following investment account: (1) the Charles Schwab account xx3768 titled in the Wife's name containing the remaining proceeds from the sale of the former marital home, less the distribution to the Husband as stated herein; and (2) the Charles Schwab account titled in the Husband's name.

C. The parties represent that they have no other investment accounts of any kind or nature, except as stated in this Agreement.

7. **DEERING BAY MEMBERSHIP:** The Husband has no obligation to maintain and pay for the Deering Bay Yacht and Country Club membership after 2023. In the event the Husband continues to maintain said membership, he will notify the Wife so as to allow her and the parties' children to use the membership as may be permissible, including the use of the gym.

8. **ALIMONY:**

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A. Commencing on January 1, 2024, and subject to all the provisions in this Agreement, including, but not limited to, the provisions as to modification, the Husband will pay directly to the Wife, on the first day of each month, alimony as follows, which under no circumstances will be for longer than nine (9) years or one hundred and eight months (108) month, as follows:


1. \$16,028 per month commencing on January 1, 2024, until the earlier of the following: (1) December 31, 2028, which is sixty (60) months from the alimony beginning date of January 1, 2024; (2) the remarriage of the Wife; (3) the cohabitation of the Wife in a supportive relationship as defined by Florida law; (4) the death of the Wife; or (5) the death of the Husband; and

2. \$14,025 per month commencing on January 1, 2029, if not terminated pursuant to the terms of Paragraph 8A.1, until the earlier of the following, at which time said alimony will terminate: (1) December 31, 2032, which is forty-eight (48) months from the end of the initial period of alimony; (2) the remarriage of the Wife; (3) the cohabitation of the Wife in a supportive relationship as defined by Florida law; (4) the death of the Wife; or (5) the death of the Husband.

B. Any and all alimony provided pursuant to this Agreement will automatically terminate upon the first occurrence of any of the events stated, including



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the length of the alimony as provided herein, the remarriage of the Wife, the death of the Wife, or the death of the Husband. Alimony will also terminate upon an adjudication of the Court or written agreement of the parties that the Wife is cohabitating supportive relationship.

C. Said alimony is not modifiable by the Wife as to any aspect at any time, including, but not limited to, amount and length, and regardless of any change in circumstance for any reason, including, but not limited to, the Wife's health and any future increase in the Husband's income and assets. Said alimony is not modifiable by the Husband as to any aspect at any time based on the Wife's income or assets, including, but not limited to, amount and length, and regardless of any change in the Wife's circumstances.

D. During years one and two of the alimony term, being January 1, 2024, through December 31, 2025, said alimony is not modifiable by the Husband as to any aspect, including, but not limited to, amount and length, and regardless of any change in circumstance for any reason, including, but not limited to, the Husband's health and any decrease in the Husband's income and assets.

E. During years three through seven of the alimony term, the Husband may seek to modify the amount of the alimony only if his annual gross income involuntarily

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decreases by 12% or more from his current annual gross income, which is \$649,800 at the time of this Agreement. In such event, the Husband will notify the Wife in writing of said decrease and the parties will cooperate to recalculate the Husband's revised net income and the modified alimony amount based on said revised net income. When the modified alimony amount to be paid to the Wife, the Husband's decreased annual gross income will be determined and the revised net income will be calculated based on a tax rate of 25% of his annual gross income. The modified alimony would then be calculated based on (1) 40% of the Husband's revised net income resulting in the modified amount of alimony payable to the Wife if the decrease in the Husband's annual gross income occurred during years three through five of the alimony term; and (2) 35% of the Husband's revised net income resulting in the modified amount of alimony payable to the Wife if the decrease occurred during years six through seven of the alimony term. These calculations are intended to be consistent with the percentages of the Husband's net income applied to calculate the alimony amounts stated in this Agreement in Paragraphs 8A (40%) and 8B (35%), respectively. It is the parties' intention that the modified alimony pursuant to this paragraph would be calculated and be effective within 60 days of the written notice to the Wife by the Husband of the decrease in the annual gross income.

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F. During years eight and nine of the alimony term, the Husband may seek to modify the amount of the alimony if his annual gross income involuntarily or voluntarily decreases by 12% or more from his current annual gross income, which is \$649,800 at the time of this Agreement. In such event, the Husband will notify the Wife in writing of said decrease and the parties will cooperate to recalculate the Husband's revised net income and the modified alimony amount based on said revised net income. When the modified alimony amount to be paid to the Wife, the Husband's decreased annual gross income will be determined and the revised net income will be calculated based on a tax rate of 25% of his annual gross income. The modified alimony would then be calculated based on the greater of (1) \$8,750 per month; or (2) 35% of the Husband's revised net income, resulting in the modified amount of alimony payable to the Wife if the decrease occurred during years eight or nine of the alimony term. These calculations are intended to be consistent with the percentages of the Husband's net income applied to calculate the alimony amounts stated in this Agreement in Paragraph 8B (35%). It is the parties' intention that the modified alimony pursuant to this paragraph would be calculated and be effective within 60 days of the written notice to the Wife by the Husband of the decrease in the annual gross income. In no event and under no

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circumstances will the modified alimony exceed \$14,025 per month during years eight or nine of the alimony term.

G. All alimony is nontaxable to the Wife and is nondeductible by the Husband based on current law and regardless of any change in the law.

H. The parties each waive any and all other rights to alimony of any kind and nature not provided in this Agreement. Except as provided in this Agreement, each of the parties release the other party from and expressly waive any claims he or she may have for alimony of every form and nature, including, but not limited to, temporary, bridge-the-gap, short-term, rehabilitative, durational, lump sum, and/or permanent alimony.

9. **PARENTING PLAN**: The parties agree as follows:

A. Parental responsibility for the minor child will be shared by both parents.

B. Based on the age of the parties' minor child, the parties believe that they will be able to agree on time sharing based on the best interests of the child. The parties have been living separately for more than one year and are amicably cooperating with a time sharing schedule to promote a continuing and meaningful relationship with both parents.

C. Unless the parties agree otherwise, the regular time sharing will be based

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on the following:

1. At a minimum, Husband's time sharing with the child will be as

follows:

- a. Every other Friday to Sunday;
- b. Weekday overnights as agreed upon by the parties;
- c. Weekday afternoons/evenings after school and for dinner,

with the particular days to be agreed upon by the parties.

2. Wife's time sharing with the child will be at all times not otherwise designated to the Father in this Parenting Plan.

3. It is the parties' intention that time sharing will be flexible, open, adaptable, and based on the schedule of the parties and their child.

D. Holiday and Special Day Time Sharing:

Based on the age of their daughter and the circumstances of the parties, the parties believe that they will be able to agree on holiday and special day time sharing. It is their intent to act in the child's best interests and to equally share these days.

E. Each party will notify the other immediately of the child's serious illness or accident.

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In the event the child is ill or has a health emergency that requires him to stay home, the other parent will have immediate access to visit with the child even if it is in the other parent's home.

F. Each party will have access to the records and information, pertaining to the minor child, including but not limited to, medical, dental, school, and camp records.


G. Each party will be entitled to authorize emergency medical treatment for the minor child.

H. Each party will use all reasonable efforts, to maintain free access, and to create a feeling of affection between themselves and the minor child. Neither party will do anything to interfere with the natural development of the child's love and affection for the other party.

The parties acknowledge and agree that it is in the best interest of the child that they will not demean, criticize, or otherwise cast aspersions, upon one another to the minor child in public or private. Neither party will attempt to alienate the affections of the minor child from the other party nor permit any other person to do so, insofar, as they can control or prevent the actions of that person. Neither party will belittle or



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disparage the other or cause or allow any other person to belittle the other to the minor child, either in public or in private.

I. The parties agree that they are both permitted to attend and participate in school, religious, sports, extra-curricular, and important social activities in which the minor child may be engaged or involved. The parties will notify each other of the time, date and place of such activities upon receiving that information. It is in the child's best interest for both parents to be involved in his activities.

J. The parties will keep each other advised of his and her respective current home and work addresses and telephone numbers, cellular telephone numbers, and electronic mail (e-mail) addresses and will promptly notify the other of changes to any of these upon the change and no later than twenty-four (24) hours of the change. The parents can communicate with each other in any manner, including, but not limited to, in person, by telephone, by letter, by email, and by text messaging.

K. In accepting the broad grant of privileges, conferred by this shared parental responsibility agreement, the parties recognize that these powers will not be exercised for the purpose of frustrating, denying or controlling in any manner the other party. The parties will attempt to work cooperatively in making future plans consistent with the best interest of the child and in amicably resolving any disputes that arise. The

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parties further agree that they will communicate and cooperate with one another for the best interests of the minor child.

L. The parties may each have reasonable telephone contact with the child. The child may have free and open access to communicate with each parent.

M. The parties will attempt to agree on time sharing as to any special days that may be important to them, such as milestone or important family occasions. Upon the agreement of the parties, which agreement will be in writing via email, the time sharing schedule, stated in this Agreement, may, occasionally, be altered or modified upon the request of one party to the other.

N. Any requirement per this Agreement that the parties communicate or agree in writing is satisfied by email and/or text messaging. If the recipient of the text message or email does not respond within seventy-two (72) hours from the first communication, relating to a request or question regarding the child, then that lack of a response will be taken as consent to the request or question.

O. For purposes of school boundary determination and registration, the Wife's address will be designated. Further, the child named in this Agreement is scheduled to reside the majority of the time with the Wife. This majority designation is solely for purposes of all other state and federal laws which require such a designation.

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This designation does not affect either parent's rights and responsibilities under this Parenting Plan.

P. Both parties will be entitled to travel with the minor child as they agree. In no event, will travel be during the other party's time sharing or cause the child to miss school or school required activities, unless otherwise agreed in writing prior to the travel.

The party intending to travel with the child will provide the other party with a complete written itinerary at least seven (7) days prior to the travel, including contact information, flight and other transportation information, destination addresses, and telephone numbers. The parent traveling with the child will ensure telephonic (voice or text) communications between the child and the other parent during the travel period.

Any and all travel by a party with their minor child must be in compliance with COVID-19 restrictions and Center of Disease Control recommendations.

If the non-traveling party consents to the travel outside of the United States with the child, each party will cooperate to execute any document that may be necessary to allow the child's travel outside of the United States as required by authorities. The non-traveling party will not unreasonably withhold consent to said travel. The parties will only travel with the child to and only seek consent to travel with the child to countries



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that are signed onto and a part of The Hague Convention on the Civil Aspects of International Child Abduction treaty.

10. CHILD SUPPORT AND EXPENSES FOR THE CHILDREN:

A. Commencing on January 1, 2024, the Husband will pay to the Wife child support in the amount of \$2,404 per month. Said child support amount of \$2,404 per month will continue until the later of (1) December 31, 2026; or (2) the youngest of their children reaches the age of eighteen (18) years or if between the ages of 18 years and 19 years of age and still in high school and performing in good faith with a reasonable expectation of graduation before the age of 19 years, whichever is later; marries; dies or becomes otherwise emancipated.

All child support will be paid by the Husband directly to the Wife.

B. At the time of this Agreement, the Husband will be providing health insurance for both of the parties' children through his employment, and he will continue to provide said current health insurance as long as he has a child support obligation pursuant to this Agreement.

In the event the current health insurance is not available for any reason, the parties will confer as to which coverage is available for the children, including evaluating coverage available through employment or privately, and considering cost and the

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quality of coverage and available healthcare providers. In that event, the Husband will contribute the cost of the children's health insurance he is currently paying and the parties will contribute to any excess cost as follows: 60% Husband and 40% Wife.

C. As long as the Husband has a child support obligation, the parties will be responsible for and pay the children's unreimbursed health care expenses as follows: 60% Husband and 40% Wife. Said non-reimbursed health care expenses include, but are not limited to, all reasonable and necessary expenses not covered by insurance incurred for the medical, health, dental, orthodontic, optical, psychological, and psychiatric care of the children, but not limited to, hospitalization, prescriptions, physicians, psychologists, dentists, orthodontics (including braces), contact lenses and eyeglasses, examinations, and insurance co-payments.

D. The parties will use health care providers who are network providers of the health insurance covering the children. Except for emergencies, the parties will use healthcare providers out of network only upon the prior written agreement of the parties.

E. The parties will be responsible for and pay the following expenses, provided they are agreed upon, for the children until each respective child graduates from high school: tutoring, after school activities, extracurricular activities, sports and

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summer day camp, and all related fees, equipment, supplies, and uniforms, as follows:
60% Husband and 40% Wife. Both parties' prior written consents are required before
any of said expenses are incurred and before the children are advised of the activity.


F. All expenses that are owed pursuant to this paragraph will be timely
paid as required by the entity to whom the expenses are owed. If money is to be
reimbursed for expenses paid, pursuant to this paragraph, by the Husband to the Wife
or the Wife to the Husband, these reimbursements will occur in full within thirty (30)
days from written notice of the amount due, which can be by electronic mail. The parties
will reconcile said expenses monthly unless they agree otherwise.

G. Childcare credit and dependency deduction:

By March 15th of each year, the Husband will notify the Wife in writing (such as
via email) as to whether he will be claiming the child care credit and/or dependency
deduction for purposes of his income tax return for the preceding tax year based
whether he will receive any benefit from said child care credit and/or dependency
deduction. If he will not be receiving any such benefit, then the Wife will be entitled to
said childcare credit and/or dependency deduction for that tax year. The parties will
cooperate to accomplish the goal of this provision. In the event that the Husband does
not so notify the Wife in writing by March 15th, then the Wife will be entitled to claim said



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child care and dependency deduction.

11. BENEFICIARY PROVISION:

The Husband represents that he does not have a life insurance policy at the time. As long as the Husband has an alimony and/or child support obligation, he will designate the Wife as the sole beneficiary in a survivorship provision on his Fidelity Envision 401(k) account number xx35221, to be paid to the Wife upon his death by operation of law and without the need for probate. As long as the Husband has an alimony and/or child support obligation and there is a beneficiary designation requirement pursuant to this paragraph, the Husband will not withdraw or take a loan against said 401(k), or otherwise intentionally diminish the value of said account, or change the beneficiary designation. When the Husband no longer has an alimony and/or child support obligation pursuant to this Agreement, the beneficiary designation requirement terminates and the Husband will be entitled to designate any beneficiary of his choosing and to have full access and use of the account with no restrictions.

Within thirty (30) days from the date of this Agreement, the Husband will provide the Wife written proof of such designation. As long as there is a beneficiary designation requirement pursuant to this paragraph, the Husband will provide such proof annually on December 1st of each year, commencing in 2024.

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12. WIFE'S HEALTH INSURANCE:

The Husband will continue to maintain the Wife as a beneficiary on his health insurance policy until the entry of a Final Judgment of Dissolution of Marriage.

13. ATTORNEYS' FEES AND COSTS:

A. The professional fees and uncontested dissolution of marriage action court costs for the collaborative divorce will be paid equally by the parties and can be paid from the joint checking account through and including the entry of a Final Judgment of Dissolution of Marriage.

B. In the event that a party files to enforce any of the terms of this Agreement, the non-prevailing party will be responsible for the other party's attorneys' fees and costs, including trial and appellate fees and costs.

14. LIABILITIES:

A. Except as otherwise provided in this Agreement, the Husband will be solely responsible for the payment of any and all credit card accounts and other liabilities in his sole name.

B. Except as otherwise provided in this Agreement, the Wife will be solely responsible for the payment of any and all credit card accounts and other liabilities in her sole name.

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C. The parties represent there are no joint liabilities of the parties except as specified in this Agreement. The party incurring any undisclosed debts will indemnify and hold the other party harmless for any liability incurred thereon.

15. JOINT TAX RETURNS:


A. The parties agree to file a joint income tax return for 2023. They agree to be equally responsible for income taxes for 2023, including, but not limited to, 1099 investment income, and to equally divide any refund.

B. Each of the parties agrees in all respects to forever indemnify and protect, save and hold harmless, the other from any and all liabilities which may be incurred by one party causing a deficiency in taxes, penalties and/or interest, related to any joint tax returns; and will hold the innocent party harmless from any deficiency assessment or tax lien arising out of any joint return previously or hereafter filed by the parties, as well as any related damages and expenses whatsoever, including attorneys' and accountants' fees.

16. MUTUAL RELEASES AND WAIVER OF RIGHTS: Except as otherwise provided in this Agreement, each party hereby releases and forever discharges the other, his or her heirs, executors, personal representatives, administrators, assigns, property and estate from any and all rights, claims, demands or



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obligations arising out of or by virtue of the marital relationship of the parties, including dower rights, courtesies, homestead rights, family allowance, right of election regarding the estate of the other, or to take against the will of the other, right to act as executor, administrator, or personal representative to the estate of the other and all other similar related rights under the laws of any state of the United States, its territories or any foreign country, as such laws may exist or may hereafter be enacted or amended.

17. WAIVER OF PROPERTY RIGHTS: Except as otherwise agreed herein, all property and money received and/or retained by the parties pursuant hereto and/or held or to be held in the separate name of one of the parties will be the separate property of that respective party, free and clear of any rights, interest or claim of the other party, and each party will have the right to deal with and dispose of his or her separate property, both real and personal, as fully and effectively as if the parties had never been married. The Wife will continue to retain her nonmarital Schwab Roth IRA, account number xx0624, as her sole and separate property, free of any claims of the Husband.

18. DISCLOSURE: Each party expressly certifies that he and she have entered into this Agreement upon mature consideration, and that neither parties' consent to the execution of this Agreement has been obtained by duress, fraud, or

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undue influence of any person, that each of the parties believe this Agreement to be fair, just and reasonable, and have consented freely and voluntarily to its terms with the understanding and intent that the Agreement will constitute their full and final understanding with regard to the disposition of their respective rights.

An Equitable Distribution Schedule is attached to and incorporated into this Agreement, as "Exhibit A", to support the terms of this Agreement.

The Wife was represented by her own independent legal counsel, Susan E. Keyes, Esq., and entered into said Agreement upon such representation. The Husband was represented by his own independent legal counsel, Regina F. Zelonker, Esq., and entered into said Agreement upon such representation. The parties acknowledge that they are satisfied with the services they received from their respective attorneys.

19. NEUTRAL COLLABORATIVE FINANCIAL PROFESSIONAL:

Edward Sachs CPA ACP participated in this Collaborative Divorce as the Neutral Collaborative Financial Professional. The parties acknowledge they did not rely on the Neutral Collaborative Financial Professional with regard to tax advice and the tax effect of the terms of this Agreement as to each party. The parties acknowledge that they are satisfied with the services they received from their Neutral Collaborative Financial Professional. The parties will equally share the fees of their Neutral Collaborative


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Financial Professional.

20. TAX ADVICE: The parties acknowledge they did not rely on their attorneys with regard to tax advice and the tax effect of the terms of this Agreement. They further acknowledge that they had the opportunity to seek independent tax advice from financial professionals of their choosing with reference to the tax consequences of this Agreement. The parties further 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.

21. ENTIRE AGREEMENT: The parties hereby acknowledge that this Agreement constitutes the entire contract between them, except that the confidentiality and the attorney disqualification provisions of the parties' Collaborative Participation Agreement will survive and are incorporated into this Agreement. The disqualification provisions contained in the Participation Agreement are not, and cannot be, superseded by any language in any subsequent agreement, stipulation or judgment. The disqualification provisions survive the entry of a Final Judgment dissolving the parties' marriage and cannot be waived under any circumstance. The disqualification provisions apply in any post-Judgment proceedings in this matter or any related matter, regardless of any language in the Judgment that could otherwise be interpreted to



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waive, impliedly or expressly, such disqualification provisions in subsequent proceedings. This Agreement supersedes any prior understanding or agreements between the parties upon the subjects addressed herein. There are no representations, warranties or covenants other than as set forth herein and those contained in the parties' respective Financial Affidavits. The parties further acknowledge that they have given due and careful thought to the creation of this Agreement and have carefully read and fully understand each provision herein. The parties intend for this Agreement to be a full and complete settlement of all issues arising as a result of their marriage, including, but not limited to, alimony, equitable distribution, and attorneys' fees and costs. No addendum or modification of any of the terms of this agreement will be effective unless in writing and signed by both parties and in the same manner in which this Agreement is executed.

22. FURTHER INSTRUMENTS: Husband and Wife agree that upon request of the other they will timely execute any and all instruments in writing which will be necessary to carry out the intent and purpose of this Agreement, including any deeds, bills of sale, or any memorandum in writing as contemplated herein.

23. NO ORAL ADDENDUM, MODIFICATION, OR WAIVER PERMITTED:

Husband and Wife have incorporated into this Agreement their entire

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understanding. Except for the Collaborative Participation Agreement, no oral or prior written matter extraneous to this Agreement will have any force or effect whatsoever. No addendum, modification or waiver of any of the terms of this Agreement will be effective unless in writing and signed by both parties and in the same manner in which this Agreement is executed.

24. GOVERNING LAW: This Agreement has been executed and delivered and is to be construed in accordance with the laws of the State of Florida.

25. JOINT PREPARATION OF AGREEMENT: This Agreement will be construed as being jointly prepared and written by both of the parties. The parties acknowledge that the terms and conditions herein have been negotiated between the parties and their respective attorneys and that this Agreement is the product of such joint negotiations. The fact that one of the parties' attorneys prepared any of the drafts of this Agreement will not be construed as having any ambiguity contained in this Agreement interpreted against that party.

26. BINDING EFFECT: All provisions of this Agreement will be binding upon the parties hereto, their respective personal or legal representatives, heirs, next of kin, executors, administrators, successors and assigns.

27. OTHER REPRESENTATIONS: The parties make the following

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representations to each other:

A. Each party has carefully read this Agreement and is completely aware not only of its contents but also of its legal effect.

B. Each party has made a full disclosure to the other of his or her assets, liabilities, income, expenses and current financial condition. The parties acknowledge that they know everything they want to know about the character and extent of the other party's financial condition. All of their questions have been satisfactorily answered with respect to the character, nature and extent of the property, holdings and obligations of other party.

C. Each party has given careful and mature thought to the making of this Agreement and to its specific terms.

D. Each party has taken sufficient time to reflect upon the seriousness of this Agreement, its terms and effect.

E. Each party acknowledges to the other that he or she has a complete understanding of this Agreement, of the other party's financial condition including his or her assets, liabilities, income and expenses, of the rights and obligations that each would have to the other pursuant to this Agreement, and the rights and obligations that each party would have to the other had they not entered into this Agreement.

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F. Each party fully understands his or her respective legal rights and obligations.

G. The provisions of this Agreement are fair and reasonable and adequately provide for the rights and obligations of the parties with respect to those issues addressed herein.

H. Each party enters into this Agreement intending to be bound by it and acknowledges that he or she enters into this Agreement freely and voluntarily. The parties further acknowledge that they are under no duress or any type of pressure which would nullify or void this Agreement.

I. Each party acknowledges that he or she understands, speaks, reads and writes English fluently and that he or she completely understands the terms of this Agreement.

28. DISPUTES: Except in emergency situations, the parties agree that if they have any disputes with respect to any portion of this Agreement, they will return to the Collaborative Process to resolve the dispute. Should the dispute thereafter remain unresolved, the parties shall use a Florida Supreme Court certified family mediator to help them to resolve the dispute, except in emergency situations, when the parties can seek judicial relief. The parties will mutually designate a mediator and meet with that

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mediator as quickly as possible. The party seeking mediation will so advise the other party in writing, such as by email, including the nature of the dispute and suggested mediator(s). The receiving party will have seven (7) days to respond. If there is no response within seven (7) days, the sending party may initiate an action in court regarding the dispute.

29. OTHER ASSETS: In the event that either party discovered additional Assets or income, or materially misrepresented and/or committed fraud with regard to any of his or her financial matters, it will be presumed that the other party will receive at least one-half of any and all assets and income which were not properly disclosed, or the value thereof, and, in the case of material misrepresentation or fraud, such misrepresentation will be considered a breach of the terms of this Agreement.

30. DIVORCE OR DISSOLUTION: The parties agree that the Eleventh Judicial Circuit in and for Miami-Dade County, Florida will have exclusive jurisdiction over the parties and the subject matter of any action for dissolution of the parties' marriage or for the enforcement of this Agreement so long as at least one of the parties resides in Miami-Dade County, Florida. The parties agree to file a joint Petition for Dissolution of Marriage and Answer and to schedule a final hearing to ratify this Agreement. This Agreement will be submitted to the Court having jurisdiction over

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such proceedings, and if approved, the final judgment of divorce or dissolution of marriage will specifically reflect such approval and confirmation and this Agreement will, by appropriate reference, be incorporated into the final judgment of divorce or dissolution of marriage and will by such reference be made a part thereof. The parties will request of the Court that the Collaborative Marital Settlement Agreement and the parties' Financial Affidavits not be filed in the public records, except in cases of enforcement, modification, or any other post-judgment action.

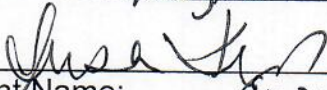
It is further agreed that if this Agreement is incorporated into a final judgment of dissolution of marriage, all provisions of this Agreement will survive the final judgment and not merged into it. This Agreement may be enforced independently of the final judgment.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date first above written.

Executed in the presence of:


Print Name: Regina F Zabolner


LUIS DE LA CRUZ


Print Name: Susan E Keyes

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STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared **LUIS DE LA CRUZ**, who is personally known to me or who has produced a Florida Driver's License as identification, and he acknowledged before me that he has read said Collaborative Marital Settlement Agreement and understands the statements therein contained; that the same are true and correct and he has signed said Collaborative Marital Settlement Agreement before me for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me, by means of physical presence or online notarization, this 4th day of January, 2024, by **LUIS DE LA CRUZ**.

Regina F. Zelunker
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



Personally Known OR Produced Identification
Type of Identification Produced FL Dr Lic

Regina F. Zelunker
Print Name: Regina F. Zelunker

Leslie de la Cruz
LESLIE DE LA CRUZ

Susan E. Kaye
Print Name: Susan E. Kaye

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STATE OF FLORIDA

COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared **LESLIE DE LA CRUZ**, who is personally known to me or who has produced a Florida Driver's License as identification, and she acknowledged before me that she has read said Collaborative Marital Settlement Agreement and understands the statements therein contained; that the same are true and correct and she has signed said Collaborative Marital Settlement Agreement before me for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me, by means of ✓ physical presence or — online notarization, this 4th day of January, 2024, by **LESLIE DE LA CRUZ**.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:



Personally Known — OR Produced Identification ✓
Type of Identification Produced FL Dr Lic

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de la Cruz Collaboration DOM 11/27/2
Assets and Liabilities

2-Jan-24

		Luis	Leslie	Leslie NM
Sound Checking x0371	Leslie	\$ 501	\$ 501	
Sound Savings x0371	Leslie	\$ 1,500	\$ 1,500	
First Horizon Checking x 4345	Jt	\$ 4,790	\$ 2,395	\$ 2,395
First Horizon Savings x4338	Jt	\$ 1,000	\$ 500	\$ 500
Chase Checking x7882	Leslie	\$ 721	\$ 721	
Credit Union One Checking x16007	Luis	\$ 7,845		\$ 7,845
Credit Union One Savings x16001	Luis	\$ 4,000		\$ 4,000
DCCU Checking x2662	Luis	\$ 58		\$ 58
DCCU Savings x9662	Luis	\$ 210		\$ 210
Chase Checking x9281	Luis	\$ 2,994		\$ 2,994
Chase Savings x1315	Luis	\$ 100,000		\$ 38,381
Chase Business x5117	Luis	\$ 1,000		\$ 1,000
Deutsche Bank	Luis	\$ 9,854		\$ 9,854
Total Cash		\$ 134,473	\$ 67,237	\$ 67,237
Health Saving Acct	Luis	\$ 59,725	\$ 29,863	\$ 29,863
Charles Schwab House money X376	Leslie	\$ 683,006		\$ 455,188
Fidelity Investments x0847	Luis	\$ 144,302		\$ 144,302
Fidelity Cash x1563	Luis	\$ 2,171		\$ 2,171
Charles Schwab	Luis	\$ 8,800		\$ 8,800
JP Morgan Chase Invest x6103	Luis	\$ 89,697		\$ 89,697
Total Investments		\$ 927,976	\$ 463,988	\$ 463,988
Newport Group Investment Envisio	Luis	\$ 72,529		\$ 72,529
tax effect Newport 15%		\$ (10,879)		\$ (10,879)
Charles Schwab IRA x9020	Leslie	\$ 203,457		\$ 203,457
Schwab Roth IRA non-marital x062	Leslie			\$ 144,961

Exhibit A

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Fidelity Envision 401K x35221	Luis	\$	1,044,323	\$	643,817	\$	389,608
Fidelity Envision 401K x35221		\$		\$	10,898		
Total Retirement		\$	1,309,430	\$	654,715	\$	654,715

\$ 2,431,604 \$ 1,215,803 \$ 1,215,802

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