

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT,
IN AND FOR SEMINOLE COUNTY, FLORIDA

Case No.: 2024-DR

Division: _____

IN RE THE MARRIAGE OF:

GABRIEL PADILLA,
Petitioner,

and

AIMEE PADILLA,
Respondent

COLLABORATIVE MARITAL SETTLEMENT AGREEMENT

This Agreement is made in connection with an action for dissolution to be filed between Gabriel Padilla (referred to as "Gabriel" or "Husband" or "Father" herein) and Aimee Padilla (referred to as "Aimee" or "Wife" or "Mother" herein) who are sworn and agree as follows:

WHEREAS, the parties hereto were married to each other on or about June 18, 2004;

WHEREAS, the following children involved in this action have been born to or adopted by the parties:

Name	Date of Birth
L.P.	November 17, 2005
K.P.	January 1, 2009

WHEREAS, no other children were adopted, and none are expected;

WHEREAS, Gabriel expects to file a petition for dissolution of marriage, 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, and children;

GP
G.P.

AP
A.P.

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, and in the best interest of the children;

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:

VOLUNTARY AGREEMENT: The parties represent that each is signing this Agreement freely and voluntarily, intending to be bound by it. Both parties are aware that they are not obligated to sign this Agreement, and each party acknowledges that they are aware that they are free to terminate the Collaborative Process and utilize ordinary litigation remedies if they choose.

COLLABORATIVE PARTICIPATION AGREEMENT: The parties entered into a Collaborative Participation Agreement on January 4, 2024. Both parties have copies of this Collaborative Participation Agreement. The parties agree that the Collaborative Participation Agreement shall survive the Final Judgment.

COLLABORATIVE MARITAL SETTLEMENT AGREEMENT: The parties each have an original, fully executed Collaborative Marital Settlement Agreement, and counsel for both parties have retained a copy for their records. This Agreement will not be filed with the Court. The parties shall proceed with a Collaborative Memorandum of Understanding. The parties agree that the Collaborative Marital Settlement Agreement shall survive the Final Judgment.

COLLABORATIVE DIVORCE PROCESS: The parties acknowledge and affirm that they have entered into this Agreement employing the collaborative process and have entered into a Collaborative Participation Agreement. They have employed SHIVAM N. JADEJA, CPA, as their financial neutral and DR. DEBORAH DAY, as their mental health neutral. The parties each acknowledge and affirm that they are satisfied with the services rendered by those professionals and by their respective counsel as a collaborative team.

ARTICLE I PARENTING PLAN

1.1 The parties shall have shared parental responsibility and shall retain full parental rights and responsibilities with respect to the children.

1.2 The parties have agreed to a Parenting Plan attached hereto, which is incorporated herein by reference and made a part of this Agreement for all purposes. The parties agree that this Parenting Plan is in the best interest of the children and represents the parties' agreement regarding their responsibilities for the daily tasks associated with the upbringing of the children, including

decision-making, time-sharing, transportation, communication.

ARTICLE II RECOGNITION OF CHILDREN'S RIGHTS

2.1 Each child has the right to have two parents and to love each without fear of anger or hurt from the other.

2.2 Each child has the right to develop an independent and meaningful relationship with each parent and to respect the personal differences of each parent and each home.

2.3 Each child has the right to be free from being present during the parents' personal battles or being used as a spy, messenger, or bargaining chip.

2.4 Each child has the right to enjoy the Mother's family and the Father's family, to see each of the families as being different from each other, and not to have these differences referred to as "better" or "worse."

2.5 Each child has the right not to be questioned about the other parent's private life.

2.6 Each child has the right not to hear parents speak ill of each other, nor to have to hear about the difficulties with the other parent.

2.7 Each child has the right to see his or her parents being courteous to and respectful of each other.

2.8 Each child has the right to develop and maintain age-appropriate activities and friends without fear of losing time with a parent.

2.9 Each child has the right to his or her roots, which include grandparents, uncles, aunts, and cousins.

2.10 Each child has the right to be a child: to be free from parents' guilt and not to assume adult or parent roles.

ARTICLE III CHILD SUPPORT, INSURANCE, EXTRACURRICULAR COSTS AND COMMUNICATION

Statement of the Parties Relative to Child Support

3.1 The parties agree that the Father shall pay child support by continuing to pay for the oldest child's car payment in the approximate amount of \$288.48 per month plus continue to pay for the child's car insurance. Upon the full payment of the oldest child's car, and when the

youngest child is anticipated to receive her driver's license in January 2025 the Father shall pay for a car for the youngest child similarly priced and shall keep her car insurance current.

Health and Dental Insurance

3.2 For as long as either party has a legal duty to support any child who is a subject of this Agreement, or until further order of the Court, Father shall provide health insurance for each such child through group insurance available to Father and Father shall pay the premiums for such insurance.

3.3 For as long as either party has a legal duty to support any child who is a subject of this Agreement, or until further order of the Court, Father shall provide dental insurance for each such child through group insurance available to Father and Father shall pay the premiums for such insurance.

3.4 As provided by Florida Statutes, Section 61.13(1)(b), the health and dental insurance agreed to above is reasonable in cost and accessible to the children.

3.5 Each party shall cooperate with the other in the procurement of the above-described insurance and the filing of claims. The party providing an insurance policy covering any child hereunder shall (a) submit all forms required by the insurance company for payment or reimbursement of health or dental care expenses incurred by either party on behalf of the child to the insurance carrier within ten days of that party's receiving any form, receipt, bill, or statement reflecting the expenses, and (b) shall provide to the other party the following information, as applicable, no later than the thirtieth (30th) day after the date this Agreement has been signed: the name and address of the employer of the party providing insurance; whether the employer is self-insured or has health or dental insurance available; proof that such insurance has been provided for that child; and the name of the insurance carrier, the number of the policy, a copy of the policy and schedule of benefits, an insurance membership card, claim forms, and any other information necessary to submit a claim or, if the employer is self-insured, a copy of the schedule of benefits, a membership card, claim forms, and any other information necessary to submit a claim. Any change in the foregoing information (including a termination or lapse in insurance) shall be provided by the party providing insurance to the other party within ten (10) days after the providing party learns of such change.

Noncovered Health Care Expenses

3.6 "Noncovered Health Care Expenses" means all ordinary, reasonable and necessary expenses not covered by insurance and incurred for medical, health, dental, psychological or psychiatric care on behalf of any child who is a subject of this Judgment, including but not limited to hospitalization, prescriptions, physicians, dentists, orthodontics (including braces), contact lenses and eyeglasses, examinations, and insurance copayments, and which are incurred while either party has a legal duty to support such child.

3.7 Noncovered Health Care Expenses shall be divided by the parties as follows: Father shall pay sixty percent (60%), and Mother shall pay forty percent (40%). A party who pays for a Noncovered Health Care Expense or receives notice of the same shall submit to the other party proof of payment or such notice within fifteen (15) days of payment or receipt of notice. Within fifteen (15) days after the other party receives such notification, the other party shall reimburse the paying party or pay the billing party directly for his or her share of the expense, as applicable.

Extra-Curricular Activities Cost

3.8 The parent with the minor child shall transport the minor child to and/or from all mutually agreed upon extra-curricular activities, providing all necessary uniforms and equipment within the parent's possession. Currently the minor children are engaged in competitive dance which both parents agree upon.

3.9 The costs of the mutually agreed upon extra-curricular activities, including but not limited to fees, uniforms, equipment, and the like, shall be paid 60% by Gabriel and 40% by Aimee.

Parent Communication

3.10 The parties shall communicate only through Our Family Wizard. Each party shall be responsible for the annual cost of using Our Family Wizard. Each parent shall be 100% responsible for the cost of their subscription cost to OurFamilyWizared.com The parties agree that the following language shall be included in the Final Judgment of Dissolution of Marriage:

“The parties are ordered to visit www.OurFamilyWizard.com, and each establish a parent account to utilize the tools listed in the “Services” tab. Each shall enroll in the program for a one-year subscription, including the “ToneMeter” feature, not later than April 1, 2024. The parties shall thereafter conduct all communications regarding joint legal matters, information sharing matters, schedule alterations, and reimbursable expenses matters on the website and shall not e-mail or text each other directly regarding issues relating to a child but shall post all communication exclusively on the website. Each party shall respond to the other's request or notification within 48 hours if a response is required. In the event of an emergency regarding the child that must be acted upon in less than 24 hours, the parties may communicate by telephone or text messaging, in which case the subject and general content of any such communication shall be memorialized immediately by a Journal entry in the Calendar feature. Neither party shall fail to renew the annual subscription to the website without a signed and filed stipulation or a court order. The Court orders the parties to utilize the website's Expense feature, OFWpay, to have a future record of all potentially reimbursable expenses in order to mitigate the necessity to litigate in the future over such matters. An electronic file of the receipt for payment must be attached to each request or record. Each parent shall preserve the original of any scanned or photographed document posted. Both parties shall elect to receive text or email alerts about new activity using the Daily Digest or On Action option. The parties shall use the Calendar, Info Bank, and Expense features and reserve the Message feature for information the others do not accommodate. The parties agree that any document or communication generated through Our Family Wizard shall be admissible at any subsequent hearing or trial.

EQUITABLE DISTRIBUTION.

As a division of the parties' marital estate, each of the parties is to receive the real and personal property as set forth below. The parties agree to divide their property as shown on the spreadsheet attached hereto as *Exhibit A – Statement of Net Worth*. The values as stated are approximate and the assets and liabilities will remain with the party as listed on the spreadsheet whether the assets and liabilities are specifically included in the body of this Agreement or not. The parties hereby recognize and agree the approximate values for certain assets and liabilities may fluctuate but will not affect or modify the distribution set forth on the Statement of Net Worth.

ARTICLE IV REAL ESTATE

The 209 Castleford Court

4.1 There exists certain real property in which one or both parties may claim an interest, herein referred to as the "209 Castleford Court," located at 209 Castleford Court, Longwood, Florida 32779, and more specifically described as follows:

LOT 22
WEKIVA HILLS SEC 10
PB 38 PG 7

Parcel Number 06-21-29-520-0000-0220

4.2 The 209 Castleford Court shall be the property of Aimee, and Gabriel hereby waives and releases any and all claim or interest in said property. Gabriel shall execute and deliver a special warranty or quitclaim deed to convey any and all such interest in said property to Respondent within ten (10) days of Final Judgment being entered herein which will be held in trust by Gabriel's attorney until such time as the removal of Gabriel from the debt associated with the property. Gabriel hereby assigns to Aimee any and all of his interest in any escrow accounts, homeowner's insurance policies, and/or utility deposits in connection with the 209 Castleford Court. Aimee shall pay all taxes and insurance on the 209 Castleford Court as of January 1, 2024. Aimee shall be entitled to take any itemized deductions available under the Internal Revenue Code in connection with the 209 Castleford Court, including items such as mortgage interest and real estate taxes for the tax year in which this Agreement is executed, and every year thereafter.

4.3 There is a mortgage owing to Lakeview Loan Servicing LLC (account x 2414) secured by said property, with a current balance of approximately \$181,837.00. As of April 1, 2024, Aimee shall assume payment of said mortgage, and shall indemnify and hold Gabriel and his property harmless from any failure to pay the same. The Aimee shall have one year to complete the mortgage assumption process with the mortgage company, refinance the mortgage, or otherwise remove the Gabriel from the mortgage.

**ARTICLE V
RETIREMENT**

5.1 **Midland 401K Plan**. Gabriel shall transfer \$39,000.00 to Aimee from the 401K, the remainder of the account shall remain the property of Gabriel and he shall receive exclusive ownership of the account Aimee waives and releases any and all claim or interest in said account. The QDRO shall be completed using Matt Lundy, Esq, whose fees shall be paid from the joint account with Fidelity x 5902.

5.2 **NLG Annuity 403(b) Plan 6219**. Aimee shall keep the entire account as her sole and separate property and Gabriel waives and releases any and all claim or interest in said account.

5.3 **FRS Pension Plan**. Aimee shall keep the entire account as her sole and separate property and Gabriel waives and releases any and all claim or interest in said account.

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

6.1 **Bank Accounts**.

6.1.1 **FCU Preferred Checking x 7055** the account shall remain the property of Gabriel and he shall receive exclusive ownership of the account Aimee waives and releases any and all claim or interest in said account.

6.1.2 **Truist Checking x 5964** the account shall remain the property of Aimee and she shall receive exclusive ownership of the account and Gabriel shall waive and release any and all claim or interest in said account.

6.2 **Investment accounts**.

6.2.1 **Fidelity Brokerage x5902** this account shall pay the remaining fees owed to the professionals as part of the collaborative process as well as the QDRO to divide the 401 as set forth in paragraph 5.1 above, after these fees are paid, the account shall be divided equally between the parties and in a way that minimizes the tax liability on the earnings.

6.3 **Business Interest**. Gabriel shall retain 100% of the martial interest in the businesses known as Midland Information Systems, Inc. and Ant Pad Properties. Aimee waives and releases any and all right or interest to the business shares both now and in the future.

6.4 **Vehicles**.

6.4.1 **2019 Tesla M3** shall remain the property of Gabriel and he shall receive

exclusive ownership of the vehicle Aimee waives and releases any and all claim or interest in said vehicle. Aimee shall return any keys or access she may have to the vehicle immediately.

6.4.2 **2017 Honda Pilot** shall remain the property of Aimee and she shall receive exclusive ownership of the vehicle, Gabriel waives and releases any and all claim or interest in said vehicle. Gabriel shall return any keys or access he may have to the vehicle immediately.

Division of Liabilities

6.5 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. Gabriel shall be solely responsible for his Capital One Credit Card (1951) and American Express Credit Card (1007).

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

General Provisions

6.7 Full and Complete Disclosure. The parties represent and state that each has made a full disclosure to the other of their financial condition through SHIVAM M. JADEJA, CPA, their financial neutral.

6.8 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.

ARTICLE VII ALIMONY

7.1 The parties agree that Aimee has an actual need for alimony or maintenance, and Gabriel has the ability to pay the same.

Durational Alimony

7.2 The parties agree that Gabriel shall pay durational alimony as provided below in order to provide Aimee with economic assistance for a set period of time not to exceed eleven years or one hundred thirty-two (132) monthly payments.

7.3 Gabriel shall pay to Aimee as durational alimony the amount of Two Thousand Seven Hundred and No/100 Dollars (\$2,700.00) per month, to be paid in accordance with Gabriel's payroll cycle beginning April 1, 2024, and in any event at least once a month.

7.4 Payment of durational alimony as set forth above shall terminate on April 1, 2035, the death of either party, remarriage of Aimee, or until modified by court order based upon a substantial change in circumstances in accordance with Florida Statutes, Section 61.08(8), whichever occurs first.

Other Provisions

7.5 Payment Made Directly. Payments of alimony shall be made by check or by money order directly to Aimee, and both parties shall each keep their own records of all payments due and all payments made. The parties agree to advise each other and the depository of any change relating to their name, address, and employment information. In the event of a default in the payment of alimony equal to one month's obligation, either party may immediately initiate payment of alimony through a depository and, if Gabriel is receiving a salary or other regular income, by income deduction order pursuant to Section 61.13(1)(d) of the Florida Statutes.

ARTICLE VIII TAX ISSUES

Federal Income Taxes for Tax Year 2024

8.1 For tax year 2024, each party shall file an individual income tax return in accordance with the Internal Revenue Code.

8.2 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.

8.3 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.

8.4 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.

Dependency Exemption for Tax Years Subsequent to 2024

8.5 The dependency exemption for dependents for tax years subsequent to the dissolution of the marriage shall be claimed as follows: The Father shall claim the children in even numbered tax years and the Mother shall claim the children in odd numbered tax years.

Other Provisions

8.6 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.

8.7 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.

8.8 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.

8.9 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 IX COURT COSTS AND ATTORNEY'S FEES

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

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

ARTICLE X GENERAL PROVISIONS

10.1 Mutual Release. Each party waives, releases and relinquishes any actual or potential right, claim or cause of action against the other party, including but not limited to asserting a claim against the estate of the other party or to act as a personal representative of such estate, except as otherwise provided for in this Agreement or arising hereunder.

10.2 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, before a party files legal action regarding an issue of any such dispute or regarding modification of any terms and conditions of this Agreement, that party shall make a good faith attempt to submit the dispute or controversy to mediation.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 Other Acts. Each party agrees to 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 Agreement.

10.8 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.

10.9 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. The parties agree to return to the collaborative process prior to filing with the court any motions or petitions except for in an emergency.

I, GABRIEL PADILLA, 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: 17/04/24

Gabriel Padilla

GABRIEL PADILLA

I, AIMEE PADILLA, 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: 22/04/24

Aimee Padilla

Aimee Padilla (Apr 22, 2024 22:05 EDT)

AIMEE PADILLA