

IN RE: The Marriage of:

MARTHA ANN LEUNG,  
Petitioner/Wife,

and

Case No.: 21-DR-1910  
Judge Lee Ann Schreiber

STEPHEN LEUNG,  
Respondent/Husband.

\_\_\_\_\_/

### **FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE**

THIS CAUSE coming before the Court, and the Court having reviewed the Special Interrogatories, and all pleadings in the file and being otherwise fully advised in the premises, it is hereby

#### **ORDERED AND ADJUDGED that:**

1. The Court has jurisdiction over the subject matter and parties as the parties were residents of the State of Florida for the six (6) months preceding the filing of the Petition
2. The bonds of marriage between the Husband, Stephen Leung and the Wife, Martha Ann Leung, are dissolved because the marriage is irretrievably broken.
3. **Marital Settlement Agreement:** The parties have reached an agreement on all issues, and have executed a *Marital Settlement Agreement attached hereto as Exhibit A*, that has been filed with this Court on December 20, 2022, Filing Number 163422330, Docket Number 84, was executed by the parties on December 20, 2022 voluntarily and after full financial disclosure, is in the best interest of the parties, is approved by the Court, is incorporated in this judgment by referenced and the parties are ordered to comply with it. The parties wish to incorporate the *Marital Settlement Agreement*, into the Final Judgment of Dissolution of Marriage in complete and final settlement of all issues pertaining to their dissolution of marriage.
4. Each party shall execute and deliver to the other party any documents that may be reasonably necessary to accomplish the intention of this Final Judgment and shall do all things necessary to this end. If either party fails to comply with the provisions of this paragraph as specified, this Final Judgment shall constitute an actual grant, assignment and conveyance of the property and rights to the property in such manner and with such force and effect as shall be necessary to effectuate the terms of this Final Judgment pursuant to Florida Statutes 61.075(4) and Rule 1.570(d) of the Florida Rules of Civil Procedure.

5. Except as to the dissolution of marriage granted in this Judgment, this Court expressly retains jurisdiction of this cause for enforcing all the terms and provisions of this judgment, including all terms and provisions of the written *Marital Settlement Agreement* entered into by the parties. This court reserves jurisdiction to enter Qualified Domestic Relation Orders and any further Orders that may be necessary to enforce this final judgment. Further, both parties are ordered to take whatever action is reasonable and necessary to, and conduct themselves in a manner conducive with, carrying out the intent and purpose of the Judgment.
6. Eve McClurg, Esquire, Attorney for Husband, and Linda H. Fried, Esquire, Attorney for Wife, are hereby discharged as attorney of record for the Husband and Wife and shall not have any further obligation in this matter.

**DONE AND ORDERED** in Chambers at Fort Myers, Lee County, Florida.



eSigned by Lee Schreiber 01/24/2023 16:20:12 eo1sDDxC

Circuit Court Judge

Electronic Service List

Eve McClurg <eve@evefamilylaw.com>

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**Exhibit A**

Filing # 163422330 E-Filed 12/20/2022 04:34:37 PM

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT  
IN AND FOR LEE COUNTY, FLORIDA  
CIVIL ACTION

IN RE: The Marriage of:

MARTHA ANN LEUNG,  
Petitioner/Wife,

and

Case No.: 21-DR-1910  
Judge Lee Ann Schreiber

STEPHEN LEUNG,  
Respondent/Husband.

\_\_\_\_\_ /

**MARITAL SETTLEMENT AGREEMENT**

THIS AGREEMENT is made at Fort Myers, Florida, between STEPHEN LEUNG, hereafter called the Husband, and MARTHA ANN LEUNG, hereafter called the Wife. The parties agree:

1. **INTRODUCTION:**

A. **Date of Marriage:** The parties were married on November 25, 2001, in Lee County, Florida, and are now Husband and Wife.

B. **Separation:** The Husband and Wife intend to live separate and apart from the other and desire to settle and adjust all matters relating to (a) their marital duties, (b) past, present and future support of the other, (c) all property rights, both real and personal, that each may have by virtue of their marriage or otherwise, and (d) payments in the nature of alimony and all other allowances which either may be entitled to in the event of a separation or dissolution of marriage.

C. **No Interference:** Each party shall be free to live a separate life as an unmarried individual without interference from the other. Neither party shall in any way molest or disturb the other or attempt to associate, cohabit or dwell with the other party.

D. **Separate Ownership:** We shall each own, free of any claim or right of the other, all of the property we receive under the terms of this Agreement, with full power to dispose of it.

E. **Consideration:** The consideration for this Agreement is the mutual benefit to be obtained by both parties and the covenants and agreements of each party to the

Wife: 

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Husband: 



other. The adequacy of the consideration for all agreements is stipulated and admitted by the parties.

F. **Effective Date:** This agreement shall take effect on the date the last party signs it.

G. **Children:** There are no minor children of this marriage, and the Wife is not now pregnant.

2. **DURATIONAL NON-MODIFIABLE ALIMONY:** The Husband shall pay to the Wife durational alimony in the sum of \$5,000.00 per month for eight (8) years. This is durational non-modifiable in term and amount. Said payments shall be made directly to the Wife. Commencing January 1, 2023, and on the 1<sup>st</sup> and each month thereafter the Husband shall pay to the Wife the sum of five thousand (\$5,000.00) dollars per month for the next eight (8) years. Alimony shall terminate upon the remarriage of the Wife, if the Wife is in a supportive relationship pursuant to Florida Statute, the death of either party. Neither party shall receive any other form of alimony in this cause.

3. **EQUITABLE DISTRIBUTION OF ASSETS AND LIABILITIES:**

A. **Bank Accounts:** Each party shall retain bank accounts held solely in their name, free and clear of any claim of the other.

I. **Joint Suncoast Credit Union X9578.0000 and X9578.0051:** The parties' joint accounts were previously closed and are no longer in existence.


II. **Royal Bank of Canada X8505:** The Husband shall retain as his sole and separate property, his Royal Bank of Canada account ending in 8505, free and clear of any claim of the Wife.


III. **Royal Bank of Canada X0754:** The Husband shall retain as his sole and separate property, his Royal Bank of Canada account ending in 0754, free and clear of any claim of the Wife.

IV. **Royal Bank of Canada X4597:** The Husband shall retain as his sole and separate property, his Royal Bank of Canada account ending in 4597, free and clear of any claim of the Wife.

B. **Stocks/Bonds:**


I. The Husband shall retain, as his sole and separate property his Royal Bank of Canada stocks account ending in 0086, free and clear of any claim of the Wife.

Wife: 

Husband: 



- II. The Husband shall retain, as his sole and separate property his Royal Bank of Canada stocks account ending in 0092, free and clear of any claim of the Wife.
- III. The Husband shall retain, as his sole and separate property his Royal Bank of Canada stocks account ending in 0096, free and clear of any claim of the Wife.
- IV. The Husband shall retain, as his sole and separate property his Royal Bank of Canada stocks account ending in 0099, free and clear of any claim of the Wife.
- V. The Husband shall retain, as his sole and separate property his Royal Bank of Canada stocks account ending in 0100, free and clear of any claim of the Wife.
- VI. The Husband shall retain, as his sole and separate property his Royal Bank of Canada stocks account ending in 0101, free and clear of any claim of the Wife.
- VII. The Husband shall retain, as his sole and separate property his Royal Bank of Canada stocks account ending in 0102, free and clear of any claim of the Wife.
- VIII. The Husband shall retain, as his sole and separate property his Royal Bank of Canada stocks account ending in 0103, free and clear of any claim of the Wife.
- IX. The Husband shall retain, as his sole and separate property his Royal Bank of Canada stocks account ending in 0104, free and clear of any claim of the Wife.
- X. The Husband shall retain, as his sole and separate property his Royal Bank of Canada stocks account ending in 0105, free and clear of any claim of the Wife.
- XI. The Husband shall retain, as his sole and separate property his Royal Bank of Canada stocks account ending in 0106, free and clear of any claim of the Wife.
- XII. The Husband shall retain, as his sole and separate property his Royal Bank of Canada stocks account ending in 0107, free and clear of any claim of the Wife.

Wife: 

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Husband: 


- XIII. The Husband shall retain, as his sole and separate property his Royal Bank of Canada stocks account ending in 0108, free and clear of any claim of the Wife.

**C. Retirement Plans (Pension, Profit Sharing, IRA, 401(K), ETC.):**


- I. The Wife shall retain as her sole and separate property her FRS retirement account, free and clear of any claim of the Husband.
- II. The Wife shall retain as her sole and separate property her Ameriprise Trust Roth IRA account ending in 1336, free and clear of any claim of the Husband.
- III. The Husband shall retain as his sole and separate property of his Ameriprise Trust Roth IRA account ending in 1337, free and clear of any claim of the Wife.
- IV. The Husband obtained the Voya Account ending in 5383 prior to the marriage. The Husband's premarital fund and the increase of those funds are awarded to the Husband free and clear of any claims from the Wife. The non-marital and marital calculation has been done by Christine Palvlischek. The Husband will be entitled to his premarital portion of \$149,406.90. The parties will divide the remaining portion of the 401K after setting aside the Husband's non-marital portion at the time of execution of the Final Judgment. The parties will try to transfer the funds from the Husband to the Wife's retirement account to avoid any tax implications. If a QDRO is necessary the parties shall use the services of Matthew L. Lundy, Matthew Lundy Law, Phone No.: 1-855-737-6529 and email address [matt@mlundy.com](mailto:matt@mlundy.com). The costs of Mr. Lundy's services shall be shared equally by the Husband and the Wife.

**D. Real Property:**

- I. The home, located at 1425 Alcazar Avenue, Fort Myers, Florida 33901 is the parties' marital home. The parties agree that the Husband shall have said property as his sole and separate property, free and clear of the Wife. Furthermore, the Husband agrees to pay the Wife the sum of \$120,000.00 for her interest in the marital home within thirty days of the date of this Agreement by way of check or direct deposit. The property is encumbered by a mortgage. The Husband shall be solely responsible for the mortgage, taxes and insurance on said property and the Husband agrees to indemnify the Wife and hold her harmless from any such claims, costs and attorney fees. The Husband shall have one

Wife: 

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Husband: 



hundred and twenty days (120) from the entry of this agreement to refinance the home in his name. Upon the Wife receiving her funds, the Wife shall execute and deliver a quitclaim deed to convey any and all such interest in said property to Husband.

- II. In the event, the Husband is unable to secure a refinance one hundred and twenty days (120) then the home shall be listed for sale immediately. The parties will agree to a realtor and the listing price of the marital home. Any proceeds earned from the sale of the home will be awarded to the Husband so long as he has paid the Wife \$120,000.00 as set forth herein.

**E. Business:**

- I. **David Plummer & Associates:** The Husband shall retain his business interest in David Plummer & Associates as his sole and separate property, free from claim by Wife. The Wife agrees to relinquish any and all claim and interest in said business. The Husband shall be liable for all business-related expenses and any and all debt associated with this business and shall hold the Wife harmless therefrom.

**F. Vehicles:**

- I. The Husband shall have as his sole and separate property, free and clear of any claim of the Wife, the 2007 Infinity G35. The Wife shall execute, any documents necessary to effectuate transfer of title in favor of the Husband.
- II. The Wife shall have as her sole and separate property, free and clear of any claim of the Husband, the 2009 Infinity G37x (or any replacement vehicle and loan). The Husband will transfer the proceeds from the insurance company to the Wife in the approximate amount of \$12,000.00 upon receipt of same. The Husband shall execute, any documents necessary to effectuate transfer of title in favor of the Wife, if necessary.
- III. The parties acknowledge that the Wife was involved in a motor vehicle accident prior to signing this Agreement. The car insurance for the vehicle was in the name of the Husband. The parties agree that for any claim, damages, award or judgment against the Wife that involves the Husband in any manner, the Wife will indemnify and hold the Husband harmless for same.

Wife: 

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Husband: 





G. **Furnishings**: The parties agree that they will equally divide their household and personal belongings to their mutual satisfaction.

H. **Life Insurance Policy**: The Husband has a term life insurance policy with Genworth which will expire in 2023. The Husband agrees to name the Wife as the beneficiary in the amount of \$500,000.00 until the policy expires. Thereafter each party shall retain their own life insurance held solely in their name and will not be obligated to name the other party on any life insurance policy, free and clear of any claim of the other.


I. **Credit Cards and Charge Accounts**:

I. The Husband shall be responsible to pay off the parties joint Citi Costco account ending in 8308 within 30 days of the execution of this agreement. Thereafter the parties will close the account or when there is a \$00.00 balance it can be awarded to the Husband and the parties will take the Wife's name off of the account.

II. The parties shall each retain the credit cards in his or her individual names and shall be solely responsible for the debt on our individual credit cards, except as agreed to in this agreement. The parties each promise to the other that there are no outstanding credit cards in both names, under which either of us can receive credit, or be held liable for the charges of the other. All outstanding credit cards in the name of either or both parties, under which either party can receive credit, or be held liable for the charges of the other, shall be returned and canceled immediately. For the exception of the parties joint Citi Costco account ending in 6763 as stated above.

4. **No Additional Joint Debts**: The parties have no additional joint debts or obligations for which they are both legally liable, except as stated herein. If the parties later discover that a joint debt or obligation does exist, and it has not been disclosed in this Agreement, the person who incurred the obligation is responsible for paying it and shall hold the other harmless from any liability on it.

5. **Subsequent Debts and Indemnifications**: Neither party shall incur any obligation in the future for which the other may become liable. If any claim, action, or proceeding is initiated seeking to hold the other party liable for any such debts and obligations, the party which incurred the debt or obligation will, at his or her sole expense, defend the other party against any such claim, action or proceeding, whether or not well-founded, including payment of any and all reasonable attorney's fees, including appellate fees, and indemnify the other party against any loss resulting there from.

Wife: 

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Husband: 





7. **Attorney's Fees:** The Husband has paid the Wife's attorney fees per the Court Order. The parties agree to each bear their own attorney's fees and costs and will be solely responsible for any and all remaining attorney fees incurred to date.

8. **General Provisions:**

A. **Representations:** Each party represents to the other:

1. **Honest Negotiations:** This Agreement has been reached after honest negotiations. Both parties believe this Agreement to be a fair agreement, fairly arrived at.

2. **Fair, Adequate, and Reasonable:** This Agreement is fair, adequate, just and reasonable. It is not the result of any fraud, duress, or undue influence exercised by one of the parties or any other person or persons upon either of the parties. This Agreement represents a compromise of disputed facts and issues. However, both parties believe the terms and conditions to be fair and reasonable, under the circumstances.

3. **Voluntary Execution:** Both parties have each ascertained and weighted all of the facts and circumstances likely to influence their judgment. They have given due consideration to those facts and circumstances, including the risks and costs of litigation. Each party has freely and voluntarily entered into this Agreement.

4. **Complete Agreement:** There are no agreements between the parties except for what is written in this agreement. Each party understands and agrees that this agreement constitutes the entire contract of the parties. It supersedes any prior understanding or agreements between them upon the subjects covered in this agreement.

B. **Waiver of Further Discovery:** The parties understand that the Family Rules of Procedure 12.285 requires the mandatory disclosure, and exchange of documents including documents relating to the assets and liabilities of each party. The parties each specifically agree to waive compliance with this provision in the divorce proceeding presently before the court. Any subsequent proceedings after entry of a Final Judgment of Dissolution of Marriage are fully subject to the mandatory disclosure provisions of Rule 12.285.

The parties each understand that each has the right to use a number of discovery tools such as depositions and requests to produce prior to signing this Agreement. The parties are each sufficiently familiar with the income and assets of the other. The parties each knowingly waive his or her right to utilize discovery tools. The parties have been informed of the income, assets, property and financial prospects of the other to the extent desired. The parties are content to rely solely upon the disclosures made. A claim based on incomplete or improper financial disclosure shall not be a basis for invalidating or changing any of the terms of this agreement.

The parties each understand that we are both mandated to complete a financial affidavit in accordance with the Family Rules of Procedure.

Wife: M

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Husband: W

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C. **Subsequent Dissolution of Marriage:** This Agreement may be offered in evidence by either party in the divorce action. This Agreement will become part of the Final Judgment of Dissolution of Marriage, but will also continue beyond the Final Judgment as a contract between the parties.

D. **Execution of Documents:** The parties shall execute, acknowledge and deliver all documents or instruments required to carry out this Agreement within a reasonable time after written demand. If either party fails to execute, acknowledge or deliver any required document or instrument, this Agreement and the Judgment approving it may operate as an actual grant, assignment and conveyance of the property. Any person who does not comply with this provision shall pay all attorneys' fees, costs and other expenses reasonably incurred as a result of his or her non-compliance.

E. **Modification:** If the parties want to change any part of this Agreement, they must do it in a specific writing, signed and notarized like this Agreement. An oral agreement will not change anything in this agreement, even if one of the parties has relied on it.

F. **Reconciliation:** A reconciliation, temporary or permanent, or a further separation after any reconciliation, shall in no way abrogate or affect the provisions of this Agreement, unless the reconciliation is confirmed by a written statement signed by the parties which sets forth that they are canceling this agreement.

G. **Waiver of Right to Inherit:** Each party gives up all rights that they would have had under law in the other's estate. Each party waives, releases and relinquishes to the other any and all rights of homestead, spouse's statutory elective share, family allowance, exempt property, or inheritance, as well as any other right or claims of every kind, nature and description that they may now or hereafter have in the other party's real or personal property or estate by reason of the marriage relation, during the other party's lifetime or after the other party's death, including the right to serve a personal representative, without cost or expense to the other party all such legal documents as may be necessary to effectuate this release. All tenancies by the entireties shall be converted to tenancies in common unless otherwise specified in this agreement.

H. **No Waiver by Performance:** The failure of a party to insist on strict performance of any of the provisions of this agreement is not a waiver of that performance or future performance of those provisions, which shall continue in full force and effect.

I. **Waiver:** Each party admits that Lee County, Florida, is the proper venue for this action and that the Court has jurisdiction over the parties, the marriage and the issues raised by the Petition. Each party agrees that the marriage is irretrievably broken. Each party waives a trial, the filing of a Notice of Trial, entry of a trial order, all time periods and waiting periods required by law before the entry of a Final Judgment, and further notice in this action before the entry of a Final Judgment. The parties ask the court to

Wife: MA

Husband: tb



dissolve the marriage and incorporate this settlement agreement between the parties into the Final Judgment, reserving jurisdiction to enforce the settlement agreement.

J. **Legal Interpretation:**

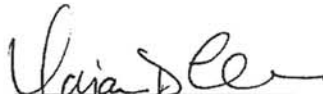
- 1.) Florida Law governs the validity, construction, interpretation and effect of this Agreement.
- 2.) Paragraph headings are for convenience only. They are not part of the agreement of the parties and shall not be used in its construction.
- 3.) Both parties assume joint responsibility for the form and composition of each paragraph. Both agree that this agreement shall be interpreted as though each of the parties participated equally in the composition of each and every part.
- 4.) This Agreement should be interpreted fairly and simply, and not strictly for or against either of the parties.

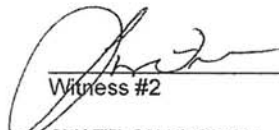
K. **Possible Invalidity:** While not saying it will happen, if for any reason a court finds any part of this agreement to be invalid, the rest of the Agreement shall remain in full legal force and effect. The part of this Agreement found to be invalid shall remain in full legal force and effect in any country, state or jurisdiction in which that part is legal and valid.

L. **Binding Effect:** This Agreement applies to anyone acting for either or both parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals hereby acknowledging that the provisions of this Agreement shall be binding upon their respective heirs, next-of-kin, executors and administrators.

SIGNED, SEALED AND DECLARED in the presence of:

  
Witness #1

  
Witness #2  
STATE OF FLORIDA  
COUNTY OF LEE

  
MARTHA ANN LEUNG

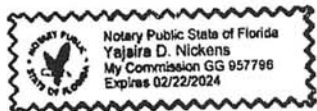
Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 20 day of December, 2022 by the Wife, who has produced FL DL as identification, and who did (did not) take an oath.

Wife: M

Husband: tl



COMMISSION EXPIRES: 02/22/24



[Signature]  
NOTARY PUBLIC SIGNATURE

Yajaira D. Nickens  
NOTARY PUBLIC Printed

SIGNED, SEALED AND DECLARED in the presence of:

[Signature]  
Witness #1

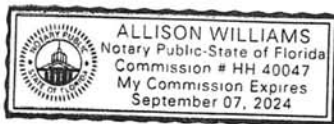
[Signature]  
Witness #2

STATE OF FLORIDA  
COUNTY OF LEE

[Signature]  
STEPHEN LEUNG

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 20 day of December, 2022 by the Husband, who has produced FL DL as identification, and who did (did not) take an oath.

COMMISSION EXPIRES:



[Signature]  
NOTARY PUBLIC SIGNATURE

\_\_\_\_\_  
NOTARY PUBLIC Printed

Wife: [Signature]

Husband: [Signature]