

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT  
IN AND FOR HERNANDO COUNTY, FLORIDA

IN RE: The Marriage of

MARLO ALLEN,

Petitioner/Wife,  
and

CASE NO.: H27-2024-DR-1048

MARK BRUCE ALLEN,

Respondent/Husband.  
\_\_\_\_\_ /

**FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE**

**THIS CAUSE** having before the Court on the Petitioner/Wife, MARLO ALLEN, Petition for Dissolution of Marriage and Other Relief, Respondent/Husband, MARK BRUCE ALLEN, Answer, Waiver and Request for Copy of Final Judgment of Dissolution of Marriage, and the Court having reviewed the Marital Settlement Agreement, and Court file, and being otherwise more fully advised in the premises makes the following findings of fact:

- A. This Court has jurisdiction over the parties and the subject matter thereof.
- B. The parties were lawfully married to each other on or about June 15, 2002, in Pasco County, Florida.
- C. The parties are bona fide residents of and have continuously resided in the State of Florida for more than six (6) months prior to the commencement of this suit.
- D. There are no minor children subject to this matter and no other children are contemplated.
- E. The marriage is irretrievably broken.
- F. The parties entered into a Marital Settlement Agreement dated June 5, 2024, which addressed among other things, distribution of personal property and division of assets and

liabilities. Said Marital Settlement Agreement is incorporated by reference herein as if included in haec verba and a copy of which is attached hereto as Exhibit "A".

G. The Court finds that the Marital Settlement Agreement was entered into by the parties freely and voluntarily, without any undue influence, fraud, coercion, threats, intimidation, or any misrepresentation by either party or their respective counsel. The Court further finds that both parties understood all of the terms, conditions, and obligations set forth in the agreement, and that the Court finds the agreement to be fair, just, and reasonable. The Court further finds that each party has had the opportunity to have independent counsel and legal advice of his or her own selection in the negotiation and preparation of this agreement, and that each party fully understands all of the facts and has been fully advised and informed as to his or her legal rights and obligations under the terms thereof. The Court further finds that each party was satisfied with the advice and counsel of their respective attorneys.

Based upon the foregoing findings of fact, it is therefore,

**ORDERED AND ADJUDGED** as follows:

1. The bonds of marriage heretofore existing between the parties be and the same are hereby dissolved.

2. The Marital Settlement Agreement executed by the parties on June 5, 2024, by and between the parties hereto be, and the same are hereby **Ratified, Affirmed, and Adopted** by this Court, and is incorporated in this Final Judgment by reference. Each of the parties are hereby ordered to honor and comply with the terms of the Marital Settlement Agreement.

3. Notwithstanding incorporation in this Final Judgment, the Marital Settlement Agreement shall not be merged in it. The Marital Settlement Agreement shall in all respects survive the Final Judgment as an independent contract and shall be forever binding and

conclusive on the parties. The Marital Settlement Agreement may be enforced independently of the Final Judgment.

4. The Respondent shall pay directly to the Petitioner a lump sum alimony in the amount of \$43,000.00. Said lump sum alimony payment shall be paid directly to the Petitioner as cash, check or electronic transfer within thirty (30) days of the execution of the Marital Settlement Agreement dated June 5, 2024. This payment shall be enforceable by the contempt powers of this Court if the Respondent does not timely pay.

5. The Respondent shall pay to the Petitioner an Equitable Distribution payment in the total sum of \$201,729.09 from his Charles Schwab Contributory Investment account #306. This represents the total amount of the Wife's interest in the Husband's Contributory Investment #306, Roth Contributory IRA #973, EFT's, Mutual Funds, Schwab account, and Allianz Life Insurance Co of Na. after deducting the Husband's interest in the Wife's Roth IRA, Traditional IRA and marital home. Said equitable distribution payment of \$201,729.09 shall be paid in a 401k transfer to the Petitioner's name, via Qualified Domestic Relations Orders if necessary. The Respondent shall pay all costs associated with the preparation of said QDRO. The Respondent shall provide the QDRO within ten (10) days of the entry of the Final Judgment.

As provided by Section 1041 of the Internal Revenue Code, this payment does not constitute alimony, and that there should be no recognized gain or loss for such payment because the same is made incident to the dissolution of marriage.

6. As of the date of the executed Marital Settlement Agreement, the following property will be the sole and exclusive personal property of the **Petitioner**, free of any right, title, claim or interest of the Respondent:

- i. Petitioner's clothing, jewelry, personal property and personality.
- ii. All of the Petitioner's financial accounts, including but not limited to

- checking/saving accounts solely in her name.
- iii. Marital Home located at 3046 Coronet Court. Spring Hill, Florida 34609.
- iv. All contents inside home located at 3046 Coronet Court. Spring Hill, Florida 34609, except as mentioned below.
  - v. Petitioner's 2007 Nissan Xterra.
  - vi. Gun safe.
  - vii. Glock Handgun.
  - viii. Guest bedroom suite.
  - ix. Kitchen high top table and light fixture.
  - x. Queen bed in master bedroom.
  - xi. 55-inch tv in family room and stand.
  - xii. Two wood dressers.
  - xiii. Wood standing table.
  - xiv. 50% of the emergency food containers.
  - xv. 50% of the Christmas decorations.
  - xvi. 50% of the gun ammunition.
  - xvii. Two twig lamps in family room.
  - xviii. Chaos canvas pictures/belongings/ashes.
  - xix. Electric fireplace in family room.
  - xx. Real wood mantel table.
  - xxi. Computer and desk.
  - xxii. Gold tree wall décor.
  - xxiii. Standing arcade game
  - xxiv. Brand new riding law mower.
  - xxv. Petitioner's Fidelity Retirement account Roth IRA #4130 and Traditional IRA #9922.

7. As of the date of the executed Marital Settlement Agreement, the following property will be the sole and exclusive personal property of the **Respondent**, free of any right, title, claim or interest of the Petitioner:

- i. Respondent's clothing, jewelry, personal property, and personality.
- ii. All of the Respondent's financial accounts, including but not limited to checking/saving accounts solely in his name.
- iii. Respondent's 2020 Hyundai Santa Fe.
- iv. King Size Wood Bed.
- v. 60 Inch Tv in bedroom and stand.
- vi. Military memorabilia.
- vii. Sports memorabilia.
- viii. Dining room table and chairs.
- ix. Sofa and chair in family room.
- x. 50% of the emergency food containers.
- xi. 50% of the Christmas decorations.

- xii. 50% of the gun ammunition.
- xiii. Gun collection.
- xiv. Real wood three shelf wood table.
- xv. Two wood standing shelves.
- xvi. Marble/brass globe.
- xvii. Freestanding Moose Fixture.
- xviii. Respondent's Charles Schwab Contributory #306, Roth Contributory #973, EFT's and Closed Funds, Mutual Funds, Cash and Money Market, And Pepsico Individual Investment #8503, Roth IRA #6257, BBU Savings Plan #8254, and Allianz Life Ins Co of Na. after said equitable distribution payment is paid pursuant to paragraph eleven (11).

8. The parties own a marital residence, located at 3046 Coronet Court. Spring Hill, Florida 34609, which is more particularly described as follows:

**Parcel # R32 323 17 5100 0613 0060 Parcel Key: 00287683**

**Lot 6, Block 613, SPRING HILL UNIT 10, according to the map or plat thereof as recorded in Plat Book 8, Page 54 through 66, Public Records of Hernando County, Florida.**

**Parcel # R32 323 17 5100 0613 0060**

The parties are currently residing in the marital home together. The Respondent shall have forty-five (45) days from the execution of the Marital Settlement Agreement dated June 5, 2024 to vacate the marital home with his personal belongings and items described in paragraph eleven (11). While the Respondent is residing in the marital home, the parties shall equally divide the cost of the mortgage, electric, water, cable, internet and car insurance.

After the Respondent vacates the marital home within forty five (45) days from the execution of the Marital Settlement Agreement dated June 5, 2024, the Petitioner shall have sole exclusive use, possession, and ownership of the marital property and its contents and make all payments with regard to ownership and maintenance of said home, including, but not limited to mortgage, insurance premiums, utility payments, and the like, and shall hold the Respondent harmless and fully indemnify him from any default thereon. The marital home's value is approximately \$330,000.00 and there is an outstanding mortgage of approximately \$70,025.60.

The Petitioner shall have sixty (60) days from the date of the Final Judgment of Dissolution of Marriage to assume the mortgage on the marital home to remove the Respondent's name. If the Petitioner is unable to assume the mortgage on the marital home, the Petitioner shall have an additional 120 days to refinance said mortgage. The Respondent shall immediately execute a Quit Claim Deed transferring all of his right, title, and interest to the marital home to the Petitioner.

9. Upon execution of the Marital Settlement Agreement dated June 5, 2024, the Petitioner shall be solely responsible for the payment and satisfaction of the following itemized debts:

1. Any and all debts in the Petitioner's individual name.
2. Mortgage on the marital home located at 3046 Coronet Court, Spring Hill, Florida 34609 after the Husband moves out of the home.

10. Upon the execution of the Marital Settlement Agreement dated June 5, 2024, the Respondent shall be solely responsible for payment and satisfaction of the following itemized debts:

1. Any and all debts incurred in the Respondent's individual name.
2. Respondent's auto loan for the 2020 Hyundai Santa Fe.

11. The Respondent shall pay half of the Petitioner's attorney's fees and costs in the amount of \$4,125.00. The Respondent shall provide the Petitioner with cash, check, or electronic funds transfer in the amount of \$4,125.00 within thirty (30) days of the execution of the Marital Settlement Agreement dated June 5, 2024. The Respondent shall be responsible for his own attorney's fees and Court costs in full upon the execution of the Marital Settlement Agreement dated June 5, 2024. The Petitioner does not have any obligation to pay the Respondent's attorney's fees or Court costs regarding these proceedings, up to and including the entry of a Final Judgment or other order approving the Marital Settlement Agreement dated June 5, 2024.

12. The Petitioner/Wife's name shall be restored to her former name MARLO

TEDESCO.

13. This Court retains jurisdiction of the parties and the subject matter with respect to any future Orders of this Court which may be necessary to enforce the terms and provisions of the Marital Settlement Agreement that may be necessary, or other executory provisions of this Final Judgment.

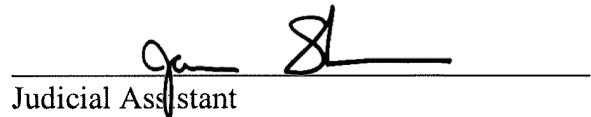
**DONE AND ORDERED** at Brooksville, Hernando County, Florida, this 14<sup>th</sup> day of June, 2024.



HONORABLE DON BARBEE JR.  
CIRCUIT COURT JUDGE

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a copy of the above and foregoing has been furnished via E-Mail and/or US Mail to Jeffrey P. Cario, Esquire, 13169 Jacqueline Road, Brooksville, FL 34613, [Cario.jpclaw@gmail.com](mailto:Cario.jpclaw@gmail.com), and Mark Bruce Allen, 3046 Coronet Court. Spring Hill, Florida 3460, at [mallen141@att.net](mailto:mallen141@att.net) 9 this 14<sup>th</sup> day of June, 2024.



Judicial Assistant

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT  
IN AND FOR HERNANDO COUNTY, FLORIDA

IN RE: The Marriage of

MARLO ALLEN,

Petitioner/Wife,  
and

CASE NO.: H27-2024-DR-1048

MARK BRUCE ALLEN,

Respondent/Husband.

**MARITAL SETTLEMENT AGREEMENT**

**THIS AGREEMENT** made and entered into this 5<sup>th</sup> day of JUNE, 2024, between MARLO ALLEN, hereinafter referred to as the "Petitioner," and MARK BRUCE ALLEN, hereinafter referred to as the "Respondent;"

**WHEREAS**, the parties are now Husband and Wife, having been lawfully married to each other on June 15, 2002, in Pasco County, Florida.

**WHEREAS**, there are no minor children subject to this matter and no other children are contemplated; and

**WHEREAS**, matrimonial and unhappy differences have arisen between them; and

**WHEREAS**, the Petitioner and the Respondent have given much thought and careful consideration to a settlement of these differences and have determined that they are irreconcilable; and

**WHEREAS**, the parties have provided each other with a full and complete financial disclosure as to all of their respective assets and liabilities, both joint and individual, as well as each of their respective incomes and occupations; and

  
Husband

  
Wife



**WHEREAS**, it is the desire and intention of the parties that their relations with respect to property and financial matters to be finally fixed by this Agreement in order to settle and determine in all respects and for all purposes their respective past, present and future property and financial rights, claims and demands in such a manner that any action with respect to the property and financial rights and obligations, past, present or future of any party with respect to any other party may be finally and conclusively settled and determined by this Agreement; and


**NOW, THEREFORE**, in consideration of the premises and the mutual promises, covenants, undertakings, guarantees and indemnifications more fully set forth herein, and for other good and valuable considerations, the parties agree as follows:

1. **BINDING NATURE OF AGREEMENT**

A. **Incorporation of Preamble Clauses**: The parties hereto hereby agree that all of the Preamble Clauses hereinabove set forth in this Agreement are hereby incorporated by reference into and are to be considered as part of this Agreement, and all parties are entering into same with the full knowledge of the foregoing facts and agreements as to the truth and correctness thereof.

B. **Dissolution of Marriage Proceedings**: A Petition for Dissolution of Marriage is being filed by the Petitioner and an Answer will be filed in a Court of competent jurisdiction. It is the desire of both parties that this Agreement shall be incorporated in any decree, temporary or final order, or judgment which may be entered in such action and this Agreement shall be ratified, confirmed, approved and made an enforceable part of any decree or order therein entered.

C. **Non-Waiver Provision**: The failure of any party to insist on any one or

  
Husband

  
Wife


more instances upon the strict performance of any one or more of the terms and provisions of this Agreement shall not be construed as a waiver or relinquishment of future rights to enforce any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing, signed by all parties and approved by a court of competent jurisdiction.

D. **No Modification of Agreement Unless in Writing or by Court Order:**

No modification of any of the terms of this Agreement shall be valid unless in writing, executed with the same formality as this Agreement and approved by a court of competent jurisdiction or, if modified pursuant to the Florida Statutes, by an appropriate Court order.

2. **SEPARATION**

The parties have agreed and have the absolute right to live separate and apart from each other during the remainder of their natural lives in all respects as if their said marriage had never existed, and neither party shall have any right to control any of the personal actions, conduct, or activities of the other party, nor to interfere with the manner of living of the other as fully and to the same extent as if he or she were single and unmarried. Both parties recognize that both or either party may carry on other personal relationships with other individuals and that same shall be free from harassment or persecution by either party during any proceedings after or during the course and effect of this Agreement. Each party agrees that he or she shall not interfere with, harass, annoy or molest the other, either at work, home or in any other location where either party knows the other to be, in any way or through his or her own act or by and through others acting for and on behalf of either party. Neither party shall in any way defame or disparage the other's

  
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Husband

  
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Wife

character.


3. **FUTURE DOCUMENTS**


A. **Additional Documents**: All parties shall at any time and from time to time hereafter take any and all steps and execute and deliver any and all further instruments that a party may reasonably require for the purpose of giving full force and effect to any of the provisions of this Agreement. Both parties shall assist the other party with any deed and/or title transfers.

B. **Joinder in Documents**: In the event either party shall hereafter finance, refinance, sell or convey any real property or personal property now owned or hereafter acquired by either of them individually or with another and, if in such financing, sale or conveyance it shall be required that the other party, who owns no actual interest therein, join in the execution of a deed or conveying instrument, the respective parties agree that they shall, upon request, join in the execution of such deed or conveying instrument without payment or consideration. The provisions of this paragraph shall not be construed as abrogating in any way the provisions made in the preceding paragraph of this Agreement, nor shall it be construed to require the execution of a note or any other assumption of indebtedness.

C. **Estate Representative**: All of the parties hereto covenant and agree that, at the request of any other party in the event of his or her death at the request of his or her personal representative, administrator or other legal representatives, he or she shall execute and deliver any and all necessary or proper instruments to carry out the purposes and intent of this Agreement.

D. **Failure to Execute**: In the event that either party shall refuse or unreasonably delay executing or delivering any necessary or needed documents to carry out the purposes and intent of this Agreement, the person failing to execute and deliver said documents

  
Husband

  
Wife

shall be liable for attorney's fees, costs and all related damages resulting from said individual's failure and/or refusal to timely execute those documents.


(1) **Self-Execution**: In the event that either party shall fail to timely execute appropriate documents, then this Agreement shall operate as an execution of those documents that should have been executed by any and all parties. However, the party that fails to timely execute those documents shall be liable for attorney's fees, costs and all related damages resulting from the failure and/or refusal to timely execute those documents. The parties agree that the provision of this paragraph shall not be construed as abrogating in any way the provisions made in the preceding paragraphs of this Agreement which require the actual execution of certain documents, nor shall it be construed as the execution of a note or any other assumption of indebtedness.

4. **EFFECT OF AGREEMENT**

A. **Entire Agreement**: This Agreement, from the time it shall take effect, shall supersede any and all prior Agreements whether claimed to be oral or in writing. The parties have incorporated in this Agreement their entire understanding. No oral statements or prior written matter extrinsic to this Agreement shall have any force or effect. Any prior agreements, statements, promises or representations between the parties, whether written or oral, are hereby revoked and held void and unenforceable.

B. **Agreement not Merged**: It is understood and agreed that this Agreement will be offered in evidence by either party in any dissolution action and, if acceptable to the Court, shall be incorporated by reference in the Final Judgment of Dissolution of Marriage. However, notwithstanding incorporation in the judgment, this Agreement shall not be merged in it, but shall

  
\_\_\_\_\_  
Husband

  
\_\_\_\_\_  
Wife


survive the judgment and be binding on the parties for all times. Both parties waive their rights, responsibilities or requirements with reference to Florida Statute Sections 55.081 and 55.10. The parties agree that any Final Judgment of Dissolution of Marriage, Final Judgment of money owed by one spouse to the other or one spouse to any of the lawyers representing either spouse, or any other order approving this Agreement shall not have to be recorded to be binding upon the parties hereto.

C. **Effective Date of This Agreement:** The effective date of this Agreement shall be the date upon which the last party hereto executes the same. This Agreement shall not be introduced into evidence in any court proceedings whatsoever unless executed by all parties to this Agreement.

5. **SUFFICIENCY AND MUTUALITY OF AGREEMENT**

A. **Consideration:** The consideration of this Agreement is the mutual promises and agreements herein contained.

B. **Representation by Counsel:** The Petitioner, MARLO ALLEN, acknowledges that she is represented by Jeffery P. Cario, Esquire of Jeffrey P. Cario, P.A., 13169 Jacqueline Rd, Brooksville, FL 34613, and has been advised concerning her rights and obligations under this Agreement. She acknowledges that her attorney is not an insurer of the terms and conditions of the Agreement; is not an insurer that her Husband will comply with the provisions of the Agreement; and has not ensured or guaranteed that Florida law will not change. Although her attorney may have discussed the possibility of a change in the law, she acknowledges that her attorney has no duty to predict accurately a change in the law. Additionally, she acknowledges that if the law changes, the change in the law may materially affect the rights and obligations reflected

  
Husband

  
Wife

in this Agreement. Lastly, she acknowledges that she has not requested nor has obligated her attorney to be aware of questions certified by the District Court of Appeal to the Florida Supreme Court, and has specifically asked her attorney not to research those issues so as to save a substantial amount of attorney's fees.


Throughout the negotiation, drafting and execution of this Agreement, the Respondent, MARK BRUCE ALLEN, has been advised that Jeffrey P. Cario, Esquire does not and cannot represent the Respondent, and has further been advised to retain independent counsel. The Respondent has been advised to seek legal representation prior to executing this agreement.

Each party has had or now has the opportunity to have counsel or legal advice of his or her own selection in the negotiation and preparation of this Agreement. Each party fully understands all of the facts and has been, or is entitled to be, fully advised and informed as to his and/or her legal rights and obligations. As a result of each party executing this Agreement freely and voluntarily, each party hereby fully intends to be bound by all terms and conditions contained herein.

C. **Authorship**: In the event that it becomes necessary for any reason to construe this Agreement as permitted by the Rules of evidence of the State of Florida, this Agreement will be construed as being jointly prepared and written by all parties hereto. All of the parties hereto agree that the terms and conditions contained herein have been negotiated, re-negotiated and considered several times by the parties. The fact that one attorney or the other prepared the actual draft of this Agreement shall not be construed as having any ambiguity contained in the Agreement read against the attorney's client.


D. **General Release by Petitioner**: Subject to the provisions of this

  
Husband

  
Wife

Agreement, the Petitioner agrees and does hereby release, discharge and exonerate the Respondent from any and all known claims for any interest in her real property, personal property, special equity, equitable distribution, pension plan, profit sharing plan, retirement funds of any nature whatsoever, division of real property, division of personal property, equitable distribution of assets, inheritance, life insurance, medical insurance, alimony descent and distribution property, preference as personal representative, stocks, bonds, IRA, checking accounts, options, lawsuits, cause of action, savings accounts, bank accounts of any nature whatsoever, automobiles, any assets acquired by either party during the marriage, any assets acquired prior to the marriage, but appreciated in value during the marriage, and her right to file suit against the Respondent for any other action whatsoever that presently exists in favor of the Petitioner or may exist in the future. Except as to any and all causes of action for Final Judgment of Dissolution of Marriage, and subject to the provisions of this Agreement, the Petitioner releases and discharges and does by this Agreement for herself and her heirs, legal representatives, executors and assigns, release the Respondent from any and all causes of action, claims, rights or demands whatsoever in law or equity, which she has ever had or may have in the future against the Respondent, which are related to the marital relationship.

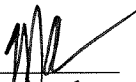
E. **General Release by Respondent:** Subject to the provisions of this Agreement, the Respondent agrees and does hereby release, discharge and exonerate the Petitioner from any and all known claims for any interest in his real property, personal property, special equity, equitable distribution, pension plan, profit sharing plan, retirement funds of any nature whatsoever, division of real property, division of personal property, equitable distribution of assets, inheritance, life insurance, medical insurance, alimony descent and distribution property,

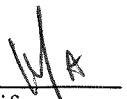
  
Husband

  
Wife

preference as personal representative, stocks, bonds, IRA, checking accounts, options, lawsuits, cause of action, savings accounts, bank accounts of any nature whatsoever, automobiles, any assets acquired by either party during the marriage, any assets acquired prior to the marriage, but appreciated in value during the marriage, and his right to file suit against the Petitioner for any other action whatsoever that presently exists in favor of the Respondent or may exist in the future. Except as to any and all causes of action for Final Judgment of Dissolution of Marriage, and subject to the provisions of this Agreement, the Respondent releases and discharges and does by this Agreement for himself and his heirs, legal representatives, executors and assigns, release the Petitioner from any and all causes of action, claims, rights or demands whatsoever in law or equity, which he has ever had or may have in the future against the Petitioner, which are related to the marital relationship.

F. **Petitioner's Release of Claims Against Estate:** Except as provided herein, the Respondent may dispose of his property or any property which he may hereafter acquire in any manner that he may deem fit, and the Petitioner hereby waives and relinquishes any and all rights that she may now have or hereafter acquire under the present and future laws of any jurisdiction to share in the property or estate of the Respondent including, without limitation, dower, courtesy, statutory allowance, widow's allowance, homestead, right to take by intestacy as a pretermitted spouse or the right to elect against the Will of the Husband, as well as the right to act as Administrator, Executor or Personal Representative of the Respondent's estate, the Petitioner shall, at the request of the Respondent or his Representative, execute, acknowledge and deliver any and all instruments which may be necessary or required to carry out the Petitioner's waiver and relinquishment of any and all interest, rights and claims.

  
Husband

  
Wife



G. **Respondent's Release of Claims Against Estate:** Except as provided herein, the Petitioner may dispose of her property or any property which she may hereafter acquire in any manner that she may deem fit, and the Respondent hereby waives and relinquishes any and all rights that he may now have or hereafter acquire under the present and future laws of any jurisdiction to share in the property or estate of the Petitioner including, without limitation, dower, courtesy, statutory allowance, widower's allowance, homestead, right to take by intestacy as a pretermitted spouse or the right to elect against the Will of the Petitioner, as well as the right to act as Administrator, Executrix or Personal Representative of the Petitioner's estate, the Respondent shall, at the request of the Petitioner or her Representative, execute, acknowledge and deliver any and all instruments which may be necessary or required to carry out the Respondent's waiver and relinquishment of any and all interest, rights and claims.


**6. GOVERNING LAW AND PARTIAL INVALIDITY**

This Agreement shall be strictly construed and governed in accordance with the Laws of the State of Florida, and, if any provision of this Agreement is held to be invalid, void, voidable or, for some other reason unenforceable, then, in that event, all of the other remaining provisions of this Agreement shall nevertheless continue to be binding and in full force and effect on the parties hereto.

**7. RECONCILIATION AND EFFECT ON AGREEMENT**

The parties recognize the possibility of reconciliation. It is their intention that a reconciliation, temporary or permanent, and/or a further separation after any reconciliation, in no way shall abrogate or affect the provisions of this Agreement as to their respective real property and personal rights as set forth in this Agreement and the settlement and their rights with reference

  
Husband

  
Wife

to attorney's fees and other rights and obligations agreed to be evidenced in this Agreement. The parties agree that the only way to void this Agreement or to modify this Agreement is by the execution of another written document that specifically voids or modifies this particular Agreement and/or a particular provision of this Agreement and is signed in the same formality as this Agreement. However, no matter what the length of time the parties reconcile, their respective real property, personal property, child support, alimony and rights to attorney's fees shall not be abrogated or affected by a reconciliation and subsequent separation. Those aforementioned rights as fixed by this Agreement shall be final.

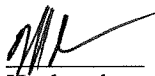
**8. DISCLOSURE**


A. **Disclosure by Petitioner:** The Petitioner represents that she has made a full and complete financial disclosure to the Respondent of her income, assets, liabilities, and expenses, past present and potential, and those representations are reasonably accurate with reference to the Petitioner's financial condition.

B. **Disclosure by Respondent:** The Respondent represents that he has made a full and complete financial disclosure to the Petitioner of his income, assets, liabilities, and expenses as they exist as of the time of this Agreement, and those representations are reasonably accurate with reference to the Respondent's financial condition.

**9. TAX MATTERS/OPPORTUNITY TO ADVISE OF INDEPENDENT TAX COUNSEL OR ACCOUNTANT**


A. **Tax Advice:** Both parties agree that they have been advised and have had the opportunity to retain their own certified public accountant, accountant, tax attorney or tax advisor with reference to the tax implications of this Agreement. All parties acknowledge that they have not relied upon the tax advice that may or may not have been given by their respective


  
Husband

  
Wife

attorneys who have represented them in negotiating this Agreement and their dissolution of marriage proceedings. All parties acknowledge that they have been advised to seek their own independent tax advice by retaining a certified public account, accountant, tax attorney or tax advisor with reference to the tax implications involved in this Agreement. The signature of the Husband and Wife to this Agreement acknowledges that they have read this particular paragraph and have had the opportunity to seek independent tax advice.

B. **Petitioner and Respondent Federal and State Tax Returns:** The Husband and the Wife warrant and represent that all joint federal income tax returns, state income tax returns, corporate tax returns, partnership tax returns and any state or federal tax returns whatsoever that the Husband and Wife have been party to are true and complete, and that all liability has been fully paid, and that there is no pending audit or examination of any of those returns. The Husband and the Wife will pay all liabilities hereafter assessed or imposed with respect to all joint tax returns filed by the parties hereto. All audits, examinations, suits or other proceedings in connection with those returns shall be handled, at their own cost and expense, by the Husband and Wife and by their counsel or the accountant selected by them, but at their request they shall participate therein and execute papers to the extent reasonably required by such counsel or such accountant without liability or responsibility on their part. All refunds recovered with respect to those returns shall belong to the Husband and Wife. If the parties agree one (1) counsel and/or one (1) accountant, then they shall pay fifty percent (50%) of those fees. If they cannot agree, then each party shall have the right to have their own counsel and/or accountant, and each shall be responsible to their own counsel and/or accountant for those fees. With reference to any and all tax liability, the Husband and the Wife shall each pay fifty percent (50%) of any and all

  
Husband

  
Wife

liabilities from previous years.

C. **Income Tax Return for 2024:** The parties agree to file separate federal income tax returns for the calendar year 2024.

**10. ALIMONY**

The Respondent shall pay directly to the Petitioner a lump sum alimony in the amount of \$43,000.00. Said lump sum alimony payment shall be paid directly to the Petitioner as cash, check or electronic transfer within thirty (30) days of the execution of this agreement. The parties agree that this payment shall be enforceable by the contempt powers of this Court if the Respondent does not timely pay.

**11. EQUITABLE DISTRIBUTION**

The Respondent shall pay to the Petitioner an Equitable Distribution payment in the total sum of \$201,729.09 from his Charles Schwab Contributory Investment account #306. This represents the total amount of the Wife's interest in the Husband's Contributory Investment #306, Roth Contributory IRA #973, EFT's, Mutual Funds, Schwab account, and Allianz Life Insurance Co of Na. after deducting the Husband's interest in the Wife's Roth IRA, Traditional IRA and marital home. Said equitable distribution payment of \$201,729.09 shall be paid in a 401k transfer to the Petitioner's name, via Qualified Domestic Relations Orders if necessary. The Respondent shall pay all costs associated with the preparation of said QDRO.

As provided by Section 1041 of the Internal Revenue Code, the parties agree that such payment does not constitute alimony, and that there should be no recognized gain or loss for such payment because the same is made incident to the dissolution of marriage.

  
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Husband

  
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Wife


12. **DIVISION AND TRANSFER OF PERSONAL PROPERTY**


A. **Disposition of Personal Property**: All personal property has been distributed with the exception of the following:

1. As of the date of the executed Marital Settlement Agreement, the following property will be the sole and exclusive personal property of the **Petitioner**, free of any right, title, claim or interest of the Respondent:

- i. Petitioner's clothing, jewelry, personal property and personality.
- ii. All of the Petitioner's financial accounts, including but not limited to checking/saving accounts solely in her name.
- iii. Marital Home located at 3046 Coronet Court. Spring Hill, Florida 34609.
- iv. All contents inside home located at 3046 Coronet Court. Spring Hill, Florida 34609, except as mentioned below.
- v. Petitioner's 2007 Nissan Xterra.
- vi. Gun safe.
- vii. Glock Handgun.
- viii. Guest bedroom suite.
- ix. Kitchen high top table and light fixture.
- x. Queen bed in master bedroom.
- xi. 55-inch tv in family room and stand.
- xii. Two wood dressers.
- xiii. Wood standing table.
- xiv. 50% of the emergency food containers.
- xv. 50% of the Christmas decorations.
- xvi. 50% of the gun ammunition.
- xvii. Two twig lamps in family room.
- xviii. Chaos canvas pictures/belongings/ashes.
- xix. Electric fireplace in family room.
- xx. Real wood mantel table.
- xxi. Computer and desk.
- xxii. Gold tree wall décor.
- xxiii. Standing arcade game
- xxiv. Brand new riding law mower.
- xxv. Petitioner's Fidelity Retirement account Roth IRA #4130 and Traditional IRA #9922.

2. As of the date of the executed Marital Settlement Agreement, the following

  
Husband

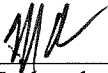
  
Wife


property will be the sole and exclusive personal property of the **Respondent**, free of any right, title, claim or interest of the Petitioner:

- i. Respondent's clothing, jewelry, personal property, and personality.
- ii. All of the Respondent's financial accounts, including but not limited to checking/saving accounts solely in his name.
- iii. Respondent's 2020 Hyundai Santa Fe.
- iv. King Size Wood Bed.
- v. 60 Inch Tv in bedroom and stand.
- vi. Military memorabilia.
- vii. Sports memorabilia.
- viii. Dining room table and chairs.
- ix. Sofa and chair in family room.
- x. 50% of the emergency food containers.
- xi. 50% of the Christmas decorations.
- xii. 50% of the gun ammunition.
- xiii. Gun collection.
- xiv. Real wood three shelf wood table.
- xv. Two wood standing shelves.
- xvi. Marble/brass globe.
- xvii. Freestanding Moose Fixture.
- xviii. Respondent's Charles Schwab Contributory #306, Roth Contributory #973, EFT's and Closed Funds, Mutual Funds, Cash and Money Market, And Pepsico Individual Investment #8503, Roth IRA #6257, BBU Savings Plan #8254, and Allianz Life Ins Co of Na. after said equitable distribution payment is paid pursuant to paragraph eleven (11).

B. **Petitioner's Personal Assets**: The Petitioner shall be entitled to one hundred percent (100%) of the value of all of her financial accounts, stock accounts, investment accounts, retirement accounts, deferred compensation accounts and all other accounts titled in Petitioner's name, alone or with any person, or titled "in trust" for Petitioner. Furthermore, all the increases and decreases in value of the same shall belong solely to the Petitioner. Accordingly, the Respondent hereby quit-claims to the Petitioner any and all right, title and interest he may have in and to the above-described assets.

C. **Respondent's Personal Assets**: Subject to the provisions previously

  
Husband

  
Wife

provided in this Agreement, the Respondent shall be entitled to fifty percent (50%) of the value of all of his financial accounts, stock accounts, investment accounts, retirement accounts, deferred compensation accounts and all other accounts titled in Respondent 's name, alone or with any person, or titled "in trust" for Respondent. Furthermore, all the increases and decreases in value of the same shall belong solely to the Respondent. Accordingly, the Petitioner hereby quit-claims to the Respondent any and all right, title and interest she may have in and to the above-described assets.

**13. MARITAL HOME**

The parties own a marital residence, located at 3046 Coronet Court. Spring Hill, Florida 34609, which is more particularly described as follows:


**Parcel # R32 323 17 5100 0613 0060      Parcel Key: 00287683**


**Lot 6, Block 613, SPRING HILL UNIT 10, according to the map or plat thereof as recorded in Plat Book 8, Page 54 through 66, Public Records of Hernando County, Florida.**

**Parcel # R32 323 17 5100 0613 0060**

The parties are currently residing in the marital home together. The Respondent shall have forty-five (45) days from the execution of this Agreement to vacate the marital home with his personal belongings and items described in paragraph eleven (11). While the Respondent is residing in the marital home, the parties shall equally divide the cost of the mortgage, electric, water, cable, internet and car insurance.

After the Respondent vacates the marital home within forty five (45) days from the execution of this agreement, the Petitioner shall have sole exclusive use, possession, and ownership of the marital property and its contents and make all payments with regard to ownership and maintenance of said home, including, but not limited to mortgage, insurance premiums, utility

  
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Husband

  
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Wife

payments, and the like, and shall hold the Respondent harmless and fully indemnify him from any default thereon. The parties agree that the marital home's value is approximately \$330,000.00 and there is an outstanding mortgage of approximately \$70,025.60. Please see paragraph eleven (11) regarding the Husband's equitable distribution payment owed to the Wife. This payment takes into consideration the Husband's interest in the marital home.


The Petitioner shall have sixty (60) days from the date of the Final Judgment of Dissolution of Marriage to assume the mortgage on the marital home to remove the Respondent's name. If the Petitioner is unable to assume the mortgage on the marital home, the Wife shall have an additional 120 days to refinance said mortgage. The Respondent shall immediately execute a Quit Claim Deed transferring all of his right, title, and interest to the marital home to the Petitioner.


**14. OUTSTANDING DEBTS**

A. **Joint Charge Accounts Terminated**: Joint charge accounts or joint credit of whatever nature shall be forthwith terminated and cancelled by the parties hereto and said parties will do what is necessary to inform all past, present, or future creditors of said termination and cancellation of the accounts.

B. **Impairment of Credit**: Both parties agree that they shall not impair the credit of the other by either failing to pay credit obligations at all, contacting credit agencies or creditors, or by any other manner whatsoever. Should one of the party's credit be impaired by the direct or indirect action of the other spouse, the spouse that impaired the credit of the other shall be held in contempt of Court of his or her actions or inactions and shall be subject to the sanctions of the Court, which may include incarceration or fine.

C. **Undiscovered Obligations**: The parties do hereby warrant and represent

  
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Husband

  
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Wife



to each other that other than those specifically set out herein, there are no obligations for which the other party shall be liable or responsible. However, if a past obligation is discovered, the party who incurred it shall be solely responsible for its payment and shall hold the other harmless and blameless for the same.

D. **Prohibition to Pledge Credit:** Except if specifically provided to the contrary in this Agreement, neither party will incur any liability, expense or charges in the future either through the use of the credit of the other or the name of the other. No party shall represent to third persons that they are acting as the agent of the other to obtain credit. Each party agrees to forever indemnify, protect, save and hold the other harmless and blameless from any liability, obligation or expense arising therefrom.

E. **Division of Account Indebtedness:** The parties shall each pay for their own personal account indebtedness incurred by them after the execution of this Agreement, and further acknowledges that any such debts incurred by them after said date are the sole responsibility of the individual party incurring the same.

a. Upon execution of this Agreement, the Petitioner shall be solely responsible for the payment and satisfaction of the following itemized debts:


1. Any and all debts in the Petitioner's individual name.
2. Mortgage on the marital home located at 3046 Coronet Court, Spring Hill, Florida 34609 after the Husband moves out of the home.

b. Upon the execution of this Agreement, the Respondent shall be solely responsible for payment and satisfaction of the following itemized debts:

1. Any and all debts incurred in the Respondent's individual name.
2. Respondent's auto loan for the 2020 Hyundai Santa Fe.

c. Each party does hereby agree to seek releases for any liability that the other

  
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Husband

  
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Wife

party has assumed pursuant to this Agreement. In the event that either party is unable to secure a release for any specific liability, the party who assumes the liability agrees to hold harmless and to fully indemnify the non-assuming party from any loss, injury or damage that the non-assuming party may sustain as a result of the liability or default thereon. On execution of this Agreement, the parties shall neither contract for nor incur any liability that obligates the other party. In the event that any third party seeks to hold one party liable for the obligation of the other, the party responsible for the liability shall indemnify the innocent party for any loss, injury or damage.


**15. ATTORNEY'S FEES**

The Respondent shall pay half of the Petitioner's attorney's fees and costs in the amount of \$4,125.00. The Respondent shall provide the Petitioner with cash, check, or electronic funds transfer in the amount of \$4,125.00 within thirty (30) days of the execution of this Agreement. The Respondent shall be responsible for his own attorney's fees and Court costs in full upon the execution of this Agreement. The Petitioner does not have any obligation to pay the Respondent's attorney's fees or Court costs regarding these proceedings, up to and including the entry of a Final Judgment or other order approving this Agreement.

**16. PROCEEDING TO FINAL HEARING**

A. **Waiver of Notice and Waiver of Attendance at Final Hearing:** Both parties agree that either party may forthwith, upon the execution of this Agreement, submit this Agreement at a final hearing on an ex-parte basis to the trial court judge assigned to the parties' action for dissolution of marriage, or submit same without the necessity of a hearing, which action shall be initiated by the filing of a Petition for Dissolution of Marriage, expressly attaching and fully incorporating this Agreement. Furthermore, each party expressly waives the necessity of a

  
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Husband


  
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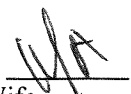
final hearing, notice of a final hearing, and waives the thirty (30) day notice period and compliance with applicable rules of procedure before the final hearing can be set, and waives their respective rights to present evidence, to testify and to cross-examine witnesses at the final hearing.

B. **Recitals in the Final Judgment:** The parties agree and understand that the Final Judgment of Dissolution of Marriage entered in their action for divorce shall contain a preamble which states a finding that there has been no fraud, duress or coercion surrounding the parties' execution of this Agreement, that each party has made full, fair and complete disclosure to one another, and that both parties have stipulated to the entry of a Final Judgment of Dissolution of Marriage which binds the parties to comply with the terms, conditions and provisions of this Agreement.

C. **Waiver of Financial and Mandatory Disclosure:** The Petitioner and the Respondent each waive their rights to receive any and all financial disclosures from the other related to their income, assets, liabilities and expense as no assets are being exchanged. Furthermore, each party expressly waives their respective rights to seek formal discovery, conduct depositions and engage in evidentiary hearings against the other. Each party represents to the other that this Agreement is both fair and equitable, and that each has sufficient knowledge of the other's financial circumstances prior to entering into the same.

D. **Agreement Entered Into Freely and Voluntarily:** All parties acknowledge and agree that this Agreement has been entered into freely and voluntarily, and without fraud, without duress, without misrepresentations, without concealment, and without any matter that would cause either party to petition the Court to set aside this Agreement. However, if such a fact or matter exists, all parties waive their right to petition any Court of competent

  
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Husband

  
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Wife

jurisdiction to set aside or to modify this Agreement under Rule 1.540, Florida Rules of Civil Procedure

E. In the event that either party shall retain or engage an attorney to enforce or protect his or her interest with respect to this Agreement, the prevailing party shall be entitled to receive payment for all costs and expenses of such collection, enforcement, or protection including reasonable attorney's fees on both the trial and appellate levels.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals on this 5<sup>th</sup> day of June, 2024.

**Signed, Sealed and Delivered  
in the Presence of:**

PETITIONER:

Kristin Robison  
Witness

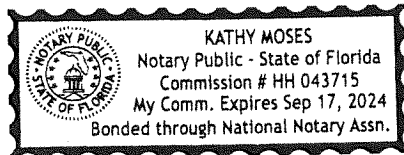
Marlo Allen  
MARLO ALLEN

Diane Mackey  
Witness

STATE OF FLORIDA  
COUNTY OF Hernando

BEFORE ME, the undersigned authority, personally appeared MARLO ALLEN who is personally known to me or has produced FL DRIV. LIC as identification and, after being duly sworn by me states that she has read the foregoing Marital Settlement Agreement and has personal knowledge of the facts and matters as set forth herein, and that each of these facts and matters are true and correct.

SWORN TO AND SUBSCRIBED before me this 5<sup>th</sup> day of June, 2024.




Kathy Moses  
Notary Public

MA  
Husband

MA  
Wife

**Signed, Sealed and Delivered  
in the Presence of:**

RESPONDENT:

  
Witness Destiny Shea

  
MARK BRUCE ALLEN

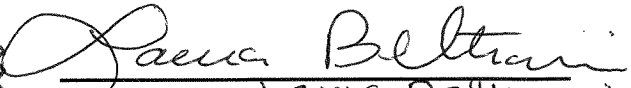
  
Witness Laura Beltramini


STATE OF FLORIDA  
COUNTY OF Hernando

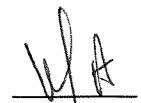
BEFORE ME, the undersigned authority, personally appeared MARK BRUCE ALLEN who is personally known to me or has produced FL drivers license as identification and, after being duly sworn by me states that he has read the foregoing Marital Settlement Agreement and has personal knowledge of the facts and matters as set forth herein, and that each of these facts any matters are true and correct.

SWORN TO AND SUBSCRIBED before me this 4<sup>th</sup> day of June, 2024.



  
Notary Public Laura Beltramini  
My Commission Expires: 08/09/2024

  
Husband

  
Wife