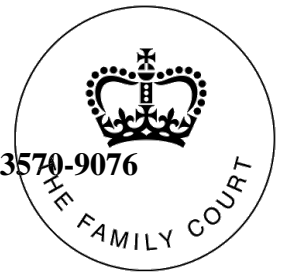




**In the Family Court
sitting at The Central Family Court**

Case No: 1675-4222-3570-9076



The Matrimonial Causes Act 1973

The Marriage of **JOANNA DELANO** and **EMMANUEL OLUTAYO DELANO**

After consideration of the documents lodged by the parties

**ORDER MADE BY DISTRICT JUDGE JENKINS ON 5 APRIL 2024
SITTING IN PRIVATE**

**WARNING: IF YOU DO NOT COMPLY WITH THIS ORDER, YOU MAY
BE HELD TO BE IN CONTEMPT OF COURT AND YOU MAY BE SENT TO
PRISON, BE FINED, OR HAVE YOUR ASSETS SEIZED.**

The parties

1. The applicant is Joanna Delano
The respondent is Emmanuel Olutayo Delano

Definitions

2. Children of the family
The “children of the family” are:
 - a. Mayowa James Delano born on 21 June 2007;
 - b. Sophia Lolade Delano born on 25 August 2009.
3. Family Home
The “family home” means 32 Bowness Crescent, London SW15 3QL.
4. Other properties
 - a. “The Parties’ USVI Properties” means F328 & F329 St C Condominium, 4200 Estate St John, Christiansted, VI00820;

5. Life insurance policies
 - a. "The life insurance policies" means the policy or policies issued by: Lincoln Benefit Life Company and numbered 01N1434093;
6. "The joint bank accounts" means the following:
 - a. the account in the parties' joint names with Axos Bank in the USA, with account number 1000001520145; and
 - b. the account in the parties' joint names with Oriental Bank in the USA, with account number 00092033754.
7. "CMS" means the Child Maintenance Service or such other state appointed agency operating within the United Kingdom as may have preceded it or as may replace it.
8. "CMS calculation" means the assessment or calculation or periodic demand by the CMS.
9. "The retirement funds" means the following:
 - a. The Individual Retirement Fund held by the respondent with Island Dental Specialities Profit Sharing Plan with reference number U561125;
 - b. The Defined Benefit Retirement Plan held by the respondent with Diamond Pharmacy with reference number Z40236120;
 - c. The Personal Retirement Savings Plan held by the respondent with Diamond Pharmacy with reference number Z50368652.
10. "QDRO" means a Qualified Domestic Relations Order.

Recitals

Introductory recital

11. The parties agree that the terms set out in this order are accepted in full and final satisfaction of:
 - a. All claims for capital, that is payments of lump sums, transfers of property and variations of settlements;
 - b. All claims in respect of each other's pensions;
 - c. All claims in respect of the contents of the family home and the Parties' USVI Properties and personal belongings;
 - d. All claims in respect of legal costs in England and Wales including those of the divorce proceedings in England and Wales;
 - e. All other claims of any nature which one may have against the other as a result of their marriage in England and Wales.

Declarations

General Agreements / Declarations

12. The parties agree that neither of them has any legal or equitable interest in the property or assets currently in the sole name or possession of the other,

and neither of them has any liability for the debts of the other, except as provided for in this order.

13. The parties agree that neither of them shall institute proceedings against the other under the Married Women's Property Act 1882 and/or the Law of Property Act 1925 and/or the Trusts of Land and Appointment of Trustees Act 1996.
14. The parties agree that the contents of the family home and the Parties' USVI Properties shall remain the absolute property of the person in whose possession they now are.
15. A judgment has been handed down in the US Virgin Islands ordering the respondent to pay the applicant's costs following a Motion for Attorney's fees and Costs issued by the applicant which was not challenged by the respondent. The Motion resulted in a costs order being awarded in the applicant's favour in the sum of US\$16,824. That sum has been included in this order as a lump sum order.

Declaration regarding lump sum order(s)

16. The parties agree and declare that the lump sum order set out in paragraph 26 below should be considered to be a series of lump sum orders.

Declaration as to solvency

17. The applicant and respondent declare that they are solvent as at the date of their signing this order in that:
 - a. They are able to pay their debts as they fall due; and
 - b. the value of their assets equals or exceeds the amount of their liabilities, including contingent and prospective liabilities.

Declaration of intention not to apply to the CMS

18. Although the parties accept that the jurisdiction of the CMS cannot be excluded for more than one year, neither party has any intention of applying to the CMS for a CMS calculation in substitution of the periodical payments payable under paragraph 33 below.

Undertakings to the court

You may be held to be in contempt of court and imprisoned or fined, or your assets may be seized, if you break the promises that you have given to the court. If you fail to pay any sum of money which you have promised the court that you will pay, a person entitled to enforce the undertaking may apply to the court for an order. You may be sent to prison if it is proved that you -

- a. have, or have had since the date of your undertaking, the means to pay the sum; and**
- b. have refused or neglected, or are refusing or neglecting, to pay that sum.**

I understand the undertakings that I have given, and that if I break any of my promises to the court I may be sent to prison for contempt of court.

Joanna Delano

Emmanuel Olutayo Delano

Undertaking to provide instructions in respect of Retirement Savings

Accounts 19.

- a. The respondent shall irrevocably instruct and use his best endeavours to comply with any conditions imposed by his retirement fund manager to undertake the transfer the retirement fund to the Applicant in accordance with the order set out in paragraph 35 below.
- b. The parties agree that, in the event it is required, the cost of any specific applications for a QDRO in the US Virgin Islands shall be borne equally between the parties.
- c. The parties shall use their best endeavours to implement the transfer of the retirement funds in accordance with this order in the most cost efficient and timely manner as so advised.

Undertaking to take out and maintain a life assurance policy 20.

- a. The respondent shall by 4pm on the 30th April 2024 nominate MAYOWA JAMES DELANO and SOPHIA LOLADE DELANO as beneficiaries of all his life insurance policy with Lincoln Life Company numbered 01N1434093 – and shall provide the applicant with written evidence that he has done so.
- b. The respondent shall promptly pay all premiums due and take all necessary steps to ensure that the policy shall remain in full force until the date 25 August 2034 and shall provide the applicant with written evidence that he has done so within 7 days of any request of the applicant.

Undertaking to give authority to insurance company to divulge information

21. The respondent shall forthwith irrevocably authorise the companies with whom the life insurance policies are taken out to disclose to the applicant, for so long as the children of the family are entitled to the benefits under the policy, such information as she may from time to time request relating to the policy at the cost of the respondent.

Undertaking to leave by Will / make financial arrangements on death 22.

- a. The respondent shall by 4pm on 15th April 2024 enter into an irrevocable deed of covenant with the applicant, which shall be binding on the executors and trustees of his estate / will, that in the event of his death occurring prior to 25th August 2034 he shall make arrangements that shall continue the financial provision made in paragraph 29 below for the applicant and the children of the family up to 25th August 2034..

Undertaking not to disclose information

23. The parties shall not:
- a. reveal to any third party unconnected with these proceedings (excluding any person to whom it is necessary to disclose this order for the purposes of implementation or professional advice: (i) the terms of this order, and (ii) any of the financial particulars disclosed in these proceedings;
 - b. cause or facilitate publication in any form of the terms or particulars;
 - c. take any steps as a result of which the terms or particulars are likely to become public knowledge or are reasonably foreseeable as being likely to become public knowledge; and
 - d. fail to take any steps which either party may reasonably be expected to take to prevent the said terms or particulars from being public knowledge in circumstances in which they would otherwise be likely to do so.

Undertaking to close/transfer bank accounts

24. The parties shall forthwith take all necessary steps to close the joint bank accounts. Any funds within the joint bank accounts shall be paid to the respondent.

Undertaking not to make withdrawals from the retirement funds

25. The respondent confirms and undertakes that there are sufficient funds within his Individual Retirement Fund held with Island Dental Specialities Profit Sharing Plan with reference number U561125 to meet the Retirement Fund Sharing Order at paragraph 35 below and further undertakes that he shall not make any withdrawals from the Island Dental Specialities Profit Sharing Plan until full implementation of paragraph 35 below.

Orders

IT IS ORDERED BY CONSENT:

Series of lump sum orders

- 26.
- a. The respondent shall pay to the applicant a series of lump sums:
 - i. US\$16,824 by 4pm on the date 90 days after the date of this order;
 - ii. £100,000 by 4pm on the date 30 days after the date of this order;
 - iii. £100,000 by 4pm on the date 6 months after the date of this order;and
 - iv. £100,000 by 4pm on the date 12 months after the date of this order.
 - b. If the respondent fails to pay all or any part of the lump sum at paragraph a (i) to (iv) above within five days of the relevant date for payment, simple interest shall accrue on the remaining balance of the lump sum at the rate applicable for the time being to a High Court judgment debt.

Transfers of property

27. The respondent shall transfer to the applicant all his legal estate and beneficial interest in the family home within 14 days of the date of this order. The costs of the transfer shall be borne by the applicant.
28. The applicant shall transfer to the respondent all her legal estate and beneficial interest in the Parties' USVI Properties within 14 days of the date of this order. The costs of the transfer shall be borne by the respondent.

Global order

29.

The respondent shall pay to the applicant maintenance pending suit until the date of the final divorce and afterwards periodical payments for the benefit of herself and the children of the family. Payments shall be at the rate of:

- (a) £45,000 per annum payable monthly in advance until the date Mayowa James Delano completes secondary education (for the avoidance of any doubt the final monthly payment shall be paid on the 1 August of the year James completes his exams); thereafter
- (b) £36,000 per annum payable monthly in advance until the date of the applicant's 60th birthday (for the avoidance of doubt, the final monthly payment shall be on the 1 July 2034); thereafter
- (c) £18,000 per annum payable monthly in advance on a joint lives basis.

Payments shall be made at the amounts set out at 29 (a)-(c) above less any payments made by the respondent to the CMS pursuant to a CMS calculation. Payments shall start on 1 May 2024, and shall end on the first to occur of:

- (i) the death of the applicant; or
- (ii) a further order.

School fees order –secondary education

30. The respondent shall pay further periodical payments for benefit of the children of the family in such sum as shall be equivalent to the children's school fees and all reasonable extras appearing on the school bill at such schools as the children of the family shall from time to time attend by agreement between the parties or in default of agreement by order of the court to include but not be limited to the educational needs and tutors required for Sophia. Payments shall be made directly to the school bursar or other person indicated on the bill as recipient for the school. The respondent shall produce to the applicant documentary evidence that he has discharged each payment by no later than the due date for each payment. This order is made pursuant to the Child Support Act 1991 section 8(7).

School fees order – tertiary education

31. The respondent shall pay further periodical payments for benefit of the children of the family in such sum as shall be equivalent to the children's college and/or university fees and all reasonable extras appearing on the college / university bill for a first undergraduate degree course of tertiary education at such college / university as the children of the family shall

from time to time attend by agreement between the parties and the relevant child. Payments shall be made as and when they become due directly to the college / university bursar or other person indicated on the bill as recipient for the college / university. The respondent shall produce to the applicant documentary evidence that he has discharged each payment by no later than the due date for each payment.

Annual variation in periodical payments

32.

The periodical payments set out in paragraph 29 above shall be varied automatically on the “variation date”, which shall be on the date of the payment due in February and at yearly intervals afterwards. The change in the payments shall be the percentage increase, if any, between the consumer prices index for the month 15 months before the variation date (i.e. November 2023 in the first instance) and the consumer prices index for the month 3 months before the variation date (i.e. November 2024 in the first instance).

Payment of periodical payments by standing order

33. The respondent shall make payment of the sums due under paragraphs 26 and 29 above by standing order into the applicant’s following account:

Name of Bank/Building Society:	HSBC
Sort Code:	40-02-33
Account Number:	21151924
Name of account holder:	Joanna Delano

or such other account as the applicant may from time to time nominate in writing.

Permission to disclose order to CMS

34. There be permission under FPR 2010, rule 12.73(1)(b) to produce a copy of this order to the CMS.

Retirement Fund sharing order

35.

- a. There shall be provision as follows by way of transfer of a Retirement Fund incident to divorce:
 - i. in favour of the applicant in respect of \$951,588 of the respondent’s Island Dental Specialities LLC Profit Sharing Plan.
- b. There be the following consequential directions:
 - i. Provided the QDRO is not required the respondent shall, within 7 days of the date of this order, irrevocably instruct the administrator of his Island Dental Specialities LLC Profit Sharing Plan to transfer to a Retirement Fund nominated by the applicant with immediate effect, the sum of \$951,588.
 - ii. If a QDRO is required, the applicant shall apply for a QDRO within 14 days of the date of this order in the United States. The

respondent shall consent to the application and shall do all that is necessary to obtain the QDRO.

- iii. If a QDRO is required the Respondent shall within 7 days of the granting of the QDRO instruct the administrator of his Island Dental Specialities LLC Profit Sharing Plan to transfer to a Retirement Fund nominated by the applicant with immediate effect the sum of \$951,588.
- iv. Both parties shall do all that is necessary to implement the Retirement Fund transfer promptly, including, but not limited to, the signing and returning of any documents related to the implementation within 21 days from a written request by any person properly concerned with the implementation process and paying within 14 days from a proper written request for any fee incurred in the transfer to effect implementation.
- v. The respondent shall not intentionally claim, draw down, transfer or otherwise deal with the Island Dental Specialities LLC Profit Sharing Plan until the said transfer has been implemented.

Clean break: capital – Applicant

36. Except as provided for in this order, the applicant's claims for lump sum orders, property adjustment orders, pension sharing orders and pension attachment orders shall be dismissed she shall not be entitled to make any further application in relation to the marriage for an order under the Matrimonial Causes Act 1973 section 23(1)(a) or (b) and she shall not be entitled on the respondent's death to apply for an order under the Inheritance (Provision for Family and Dependents) Act 1975, section 2.

Clean break: capital and income – Respondent

37. Except as provided for in this order, the respondent's claims for secured periodical payments orders, periodical payments orders, lump sum orders, property adjustment orders, pension sharing orders and pension attachment orders shall be dismissed and he shall not be entitled to make any further application in relation to the marriage for an order under the Matrimonial Causes Act 1973 section 23(1)(a) or (b) and he shall not be entitled on the applicant's death to apply for an order under the Inheritance (Provision for Family and Dependents) Act 1975, section 2.

Permission to disclose this order

38. The parties have permission to disclose a copy of this order to their respective Retirement Funds managers and the courts in the US Virgin Islands if so required.

Costs

39. No order as to costs.

Liberty to apply

40. The parties shall have liberty to apply to the court concerning the implementation and timing of the terms of this order only.

Joanna Delano

Emmanuel Olutayo Delano

Dated [*date*]

Statement regarding legal advice where the party concerned is unrepresented and the order is by consent

I confirm that I have had legal advice and am content with the terms of the agreement reached and understand the nature and effect of the draft consent order presented to the court.

Signed _____

Joanna Delano

Applicant

Statement regarding legal advice where the party concerned is unrepresented and the order is by consent

I confirm that I have had legal advice and am content with the terms of the agreement reached and understand the nature and effect of the draft consent order presented to the court.

Signed _____

Emmanuel Olutayo Delano

Respondent