IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT, IN AND FOR INDIAN RIVER COUNTY, FLORIDA

IN RE: The Marriage of	CASE NO. 312024DR000710
	FAMILY DIVISION: Judge Ewen
CRYSTAL MARIE BIDDLE,	
Petitioner (Wife),	
and	
JEFFERY STEPHEN BIDDLE,	
Respondent (Husband).	
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FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CASE came before the Court on October 2, 2024, for a hearing on a Petition for Dissolution of Marriage. The Court provided proper notice to the parties. The Court, having heard the testimony, having reviewed the court file, and being otherwise advised in the premises, finds and orders as follows:

- 1. The Court has jurisdiction over the subject matter and the parties.
- 2. At least one party has been a resident of the State of Florida for more than six months immediately before filing the Petition for Dissolution of Marriage.
- 3. The parties were married on November 21, 1998, and they separated on or about August 3, 2024. The marriage between the parties is irretrievably broken. Therefore, the marriage between the parties is dissolved, and the parties are restored to the status of being single.
- 4. There are no minor or dependent children common to both parties. The Wife is not currently pregnant.
- 5. On August 12, 2024, the parties voluntarily entered into a Marital Settlement Agreement, which is ratified and made a part of this final judgment. The parties are ordered to obey all of the provisions (unless set forth herein).
- 6. Each party must execute and deliver to the other party any documents that may be reasonably required to accomplish the intent of this judgment and must do all other things to such end. If either party fails to do so, then this judgment will have the effect of a duly executed instrument of conveyance, transfer, release, acquisition, or acquittance of property and/or assets as provided in Section 61.075(4), Florida Statutes, and Rule 1.570, Florida Rules of Civil Procedure.

7. The Court retains jurisdiction for all purposes.

DONE AND ORDERED in Vero Beach, Indian River County, Florida, on October 2, 2024.

LILLIAN B. EWEN

Circuit Judge

Copies to:

Crystal Marie Biddle, (<u>nicetomama@gmail.com</u>)

Jeffery S. Biddle, (jeff.biddle@mlb.com)

Biddle v. Biddle

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT, IN AND FOR INDIAN RIVER COUNTY, FLORIDA

Case No.: MARWIII

Division: Family

In re: The Marriage of:

CRYSTAL MARIE BIDDLE,

Petitioner/Wife,

and

IEFFERY STEPHEN BIDDLE,

Respondent/Husband.

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into this 18th day of July 2024, by and between Jeffery Stephen Biddle (hereinafter "Husband") and Crystal Marie Biddle (hereinafter "Wife"). In consequence of irreconcilable differences, the parties intend to live separate and apart for the rest of their natural lives. A dissolution of the marriage action is filed with this Marital Settlement now pending in the Circuit Court in and for Indian River County, Florida. The parties intend to live apart and to settle the distribution of marital assets and liabilities raised in the dissolution of the marriage action, as set forth herein. THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions hereinafter contained, the Parties hereby stipulate, covenant, and agree as follows:

Husband's Initials: JSB

SECTION I – BACKGROUND FACTS

The parties married each other on November 21, 1998, in Merritt Island, FL. The Dissolution of Marriage action being resolved by this agreement was filed by the Wife. The Social Security a number of the parties are being filed in the Dissolution of Marriage action being resolved by this agreement.

The Husband's age is 64, in good health, and is currently employed as Sr. Manager of Sales with monthly net income of \$ 7,535.92

The Wife's age is 52, in good health, and has not been employed since 2007.

The parties were married to each other for 25 years and 9 months. The parties have one emancipated child named Kaleigh Biddle who's turning 24 on September 27th, 2024. The wife is not currently pregnant, and no additional children are contemplated between the parties. The court approving this agreement has personal jurisdiction over both Husband and Wife and complete subject matter jurisdiction.

SECTION II – MUTUAL RESTRAINT

At the time of the execution of this Agreement, the Parties are living separately and intend to live separate and apart, each being freed of any and all marital responsibilities and duties to the other as if the Parties were single and unmarried. Neither Party shall hereafter annoy, harass, molest, strike, or interfere with the life, business or personal affairs of the other.

SECTION III - DISCLOURE

The parties acknowledge that each has made full disclosure of all assets and debts owned jointly and individually. Nothing has been withheld and each party believes that the other has been truthful with their disclosure.

Husband's Initials: JSB

SECTION IV – EQUITABLE DISTRIBUTION OF ASSETS AND LIABILITIES

The marital and non-marital assets and liabilities of the parties are hereby identified, evaluated and distributed as follows:

- possession of the marital property in Indian River County, Florida located at 2390 Compass
 Pointe Drive, Vero Beach FL 32966. Immediately from this Agreement, the husband agrees to
 refinance the property transferring the mortgage note of the property solely in his and pay the
 wife her equitable share of property equity. Within 60 days of this Agreement, the husband will
 award the wife the amount equivalent to 50% of the property equity based on the property
 appraisal value minus 50% of the closing cost and Professional Appraiser's fee, and the prepayment made by the husband to the wife for \$ 10,879.15, prepayment discussed in paragraph
 numbered 3 of this Section. The wife may vacate the marital home at any point or as soon as
 her new residence is ready for her to move in. As part of the Agreement, the wife will execute
 the Quit Claim Deed and/or any other documents that are necessary to provide notice that the
 wife has and will make no claim to the property and that she is divesting herself of all interest to
 the property.
- 2. <u>Vehicles:</u> Husband shall retain and be entitled to exclusive use, ownership, and possession of his 2007 Hyundai Tucson, free of claim from wife. The wife shall be entitled to exclusive use, ownership, and possession of the 2016 Hyundai Veloster, free of claim from husband. Both vehicles are paid for and not encumbered with any lien.
- 3. **Bank Accounts:** Effective immediately, the total amount of \$ 27,000 shall be withdrawn from their PNC Joint Account ending in 2846 and 5886 to enable the wife to pay for the one-year apartment rental, however, \$ 10,879.82 of the total amount withdrawn was

Husband's Initials: JSB

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the husband's equitable share of the joint bank account which they agree to get subtracted from

the wife's share of the property equity upon closing of the husband's refinance. The PNC joint

checking account ending 4295 shall remain joint to be used by both parties only for their basic

expenses until the end of August 2024 and then the account will be closed with the balance being

divided equally between the parties.

4. **Retirement/Investment:** The marital retirement/investment account shall be

divided as follows:

a) The husband shall be entitled to 100% of his 401k plan with Major League

Baseball, MLB 401K Plan. The wife waives and relinquishes any claims,

rights and interest on this 401k plan.

b) The husband shall award the wife the sum of \$ 100,000.00 of his IRA with

Capital Group American Funds account ending in 3568. The wife's interest

shall be affected by a non-taxable transfer. If necessary, an order transferring

said sum through QDRO shall be entered to effectuate such transfer.

c) The husband shall award the wife the sum of \$ 33,630.39 of his Roll-Over

IRA with Vanguard account ending in 9391. The wife's interest shall be

affected by a non-taxable transfer. If necessary, an order transferring said sum

through QDRO shall be entered to effectuate such transfer.

d) All processing and legal fees associated with processing the QDRO shall be

shared equally by the parties.

5. Life Insurance Policy: The parties are entitled to retain their separate life

insurance with AIG at their own expense and to designate their own beneficiary.

6. Furniture and Fixture: Parties shall amicably divide their marital furniture and

fixture between themselves.

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Husband's Initials: JSB

- 7. <u>Debts and Obligations</u>: The parties agree to divide their debts and obligations as follows:
 - responsibility of the husband. The husband will refinance the property to remove the wife from the mortgage and to secure a cash out to pay the wife her equitable share of the equity.
 - debts of which the wife is an authorized user. He will hold the wife harmless from all these debts. The wife shall also remove the husband from all her credit cards and all other debts of which the husband is an authorized user. He will hold the husband harmless from all these debts. All other separate credit cards will remain separate and sole responsibility of the card holder. No other debts are known to exist. If a prior debt is subsequently discovered, the Party who incurred such debt shall be responsible for such debt and hold the other harmless from any liability thereon.
 - c) Neither party shall incur any further debts for which the other may be held liable.
 - d) Telephone and Auto Insurance: The husband shall remove the wife from the telephone plan and auto insurance policy, within 30 days of the first payment of the wife's spousal support.

V. SPOUSAL SUPPORT

The husband shall pay the wife spousal support in the amount of \$2,925.00 monthly for the duration of 10 years beginning September 1, 2024, and terminating on September 1, 2034. Spousal Support shall be due on the 1st and 15th day of each month via direct deposit at the bank account designated by the wife. Such spousal support also terminates upon the death of either party, when/if the wife remarries or engage in a supportive relationship. The agreed spousal support will be subject to modification upon the husband's retirement.

VI. NONINTERFERENCE

At all times after the execution of this Agreement during the pendency of dissolution proceedings, Parties shall be entitled to live separate and apart from each other, and each shall be free from any interference, authority, and control, whether direct or indirect, by the other party to the same extent as if they were unmarried. Each party has the right to conduct any trade, business or employment. Neither party shall molest, disturb, or interfere with the other in any manner, nor shall they interfere with the peace or comfort of the other.

VII. RECONCILIATION

The parties recognize the possibility of a reconciliation. However, it is their intention that a reconciliation, temporary or permanent, or a further separation after any reconciliation, in no way shall abrogate or affect the provision of this agreement.

VIII. MUTUAL RELEASE

Except as otherwise provided in this agreement:

a) Each party releases the other from all claims, demands due, debts, rights or causes of action up to the date of this Agreement.

Husband's Initials: JSB

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b) Each Party hereby irrevocably releases and relinquishes all claims, rights and interest, which that Party now has or may hereafter acquire in any property of the other Party, whenever and however such property may have, or may be acquired by the other Party except as otherwise provided in this Agreement. Each Party represents that all of said property, owned by either of the Parties at the time their marriage, or subsequently acquired, separately or together, and owned by the Parties or either of them at the time of their separation, has been heretofore equitably divided and apportioned between them, and each Party does hereby ratify

IX. PRIOR INCOME TAX PROVISIONS

Both parties represent and warrant that they have properly filed their taxes and claimed appropriate deductions on prior joint Tax Returns and neither party owes any tax, interest or penalties on prior tax returns. In the event that an audit is requested, or tax lien was filed or is filed in the future, the party whose income or deduction caused the audit or lien shall be responsible for all the expenses that may be incurred to resolve the matter. Further, the responsible party agrees to indemnify the other party of any expense and damages.

and affirm that division.

X. REPRESENTATION

The parties represent to each other that each has unfettered opportunity to seek and obtain independent advice of counsel, of his/her own selection in the negotiation and execution of this agreement. Each Party fully understands the facts and has been fully informed as to his or her legal rights and obligations and each Party is signing this Agreement intending to be bound by it.

Husband's Initials: JSB

I certify that I have been open and honest in entering into this settlement agreement. I am satisfied with this agreement and intend to be bound by it.

Dated: 08/08/2024 PDT

Crystal Biddle

Signature of Petitioner/Wife

CRYSTAL M. BIDDLE 2390 Compass Pointe Dr. Vero Beach FL 32966

Telephone Number: 321-243-9386

E-mail Address: nicetomama@gmail.com

STATE OF FLORIDA COUNTY OF INDIAN RIVER

Sworn to or affirmed and signed before me on $\frac{1}{6}$

WILLIAM PATRICK HANLEY Notary Public - State of Florida Commission # HH 509743 My Comm. Expires Jul 19, 2028 Bonded through National Notary Assn.

> Personally known Produced identification

Type of identification produced.

BLAC or DEPUTY CLERK

[Print, type, or stamp commissioned name of notary or clerk.]

Husband's Initials: JSB

I certify that I have been open and honest in entering into this settlement agreement. I am satisfied with this agreement and intend to be bound by it.

Dated: 8/7/2024

Jeff Biddle

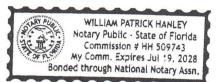
Signature of Respondent/Wife

JEFFERY S. BIDDLE 2390 Compass Pointe Dr. Vero Beach FL 32966

Telephone Number: 321-243-8677 E-mail Address: jeff.biddle@mlb.com

STATE OF FLORIDA COUNTY OF INDIAN RIVER

Sworn to or affirmed and signed before me on



NOTARY PUBLIC OF DEPUTY CLERK

[Print, type, or stamp commissioned name of notary or clerk.]

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Personally known.
Produced identification
Type of identification produced

Completed for the party by: Shay Manibog, J.D. Certified Family Mediator # 33964 Telephone: 561-714-1194 shay@tridialoguemediation.com

Husband's Initials: JSB

Wife's Initials: Signer ID: C