

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

FAMILY DIVISION  
CASE NO.: 2022-004009-FC-04

HELEENE VAZQUEZ,  
Petitioner,  
and

GIANN KARLO VAZQUEZ,  
Respondent.

\_\_\_\_\_ /

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT is made and entered into this Jun 7, 2023 day of \_\_\_\_\_ 2023 by and between HELEENE VAZQUEZ, a resident of Miami-Dade County, Florida ("Wife"), and GIANN KARLO VAZQUEZ, a resident of Miami-Dade County, Florida ("Husband"). The Husband and Wife shall be jointly referred to as the parties."

I. RECITALS

WHEREAS, the parties were married on July 7, 2017, in San Juan, Puerto Rico and last cohabited together as Husband and Wife with the intent to remain married in Miami-Dade County.

WHEREAS, there are two (2) minor children born to the parties of the marriage, to wit: E.M.V., born August 20, 2018, and P.G.V., born December 20, 2021. No other children are contemplated, and the Wife is not now pregnant;

WHEREAS, the parties marriage is irretrievably broken, and the parties desire to settle and adjust all rights of spousal support, equitable distribution and property rights, claims or demands between themselves arising out of their marital relationship, and all matters pertaining to the distribution of the marital, non-marital and pre-marital properties;

Initial Heleene Vazquez  
H.V.

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G.K.V.

**WHEREAS**, in view of the fact that the parties mutually agree that neither intends to contest or otherwise oppose the other spouse's desire to secure the dissolution of the bonds of this marriage and the parties hereto desire to settle in all respects their rights, claims and demands arising out of their marital relations;

**WHEREAS**, the parties desire to settle and adjust forever all rights of support and maintenance, alimony, distribution of tangible as well as real property and other rights, claims or demands arising out of their marital relationship as well as for the distribution of the marital and non-marital assets and liabilities by way of the *Marital Settlement Agreement*; and

**WHEREAS**, the Parenting Plan attached hereto as Exhibit "A" is intended to govern the relationship between the parents relating to the decisions to be made regarding the children;

**WHEREAS**, the *Marital Settlement Agreement and Parenting Plan*, shall be offered to the Court as a complete resolution of all issues between the parties, so that the *Marital Settlement Agreement and Parenting Plan*, may be incorporated by reference in any *Final Judgment of Dissolution of Marriage* entered by the Court. It is intended by the parties that the *Marital Settlement Agreement and Parenting Plan* not be merged into any *Final Judgment of Dissolution of Marriage* but that it shall survive the Final Judgment and be binding on the parties at all times;

## **II. CONSIDERATION**

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings herein contained, and other good and valuable considerations the adequacy of which is admitted to by the parties, the parties hereto agree as follows:

- A. **RECITALS:** The above recitals are true and correct and represent the intent of the parties in making this *Marital Settlement Agreement and Parenting Plan*. Each of the parties relies upon those recitals and incorporates the same herein.
- B. **SEPARATION/NO INTERFERENCE:** The parties shall live separate and apart, free from interference, authority, and control, direct or indirect, by the other, as fully and to the same extent as if the parties were single and unmarried. Neither party shall hereafter annoy or interfere with the business or personal affairs of the other.

### **III. CONTRACTING DEBTS**

The Husband and Wife represent to the other that he or she have not contracted, and will not hereafter, contract any debt, charge or liability in the name or upon the credit of the other, or for which the other or the estate of the other might or could become liable and aggrieved, in any event, to indemnify and hold the other and the estate of the other harmless therefrom in all respects unless otherwise specifically provided for within the confines of this Agreement.

### **IV. ADDITIONAL INSTRUMENTS**

The parties shall hereunder, upon the request of any other party, execute such bills of sale, deeds, releases, waivers, and other instruments, papers, or documents as any party may reasonably require for the purpose of giving full effect and compliance with all the provisions of this Agreement, affecting any real or personal property set forth herein. In the event that any party shall fail or refuse to execute any such instrument, paper, or document, then it is the understanding of the parties that an order of any court of competent jurisdiction shall, and will operate as, and instead of said instrument, paper or document for the conveyance of said real or personal property set forth herein.

### **V. MODIFICATION AND WAIVER**

No modification and waiver of any of the terms of this Agreement shall be valid unless in writing and unless said subsequent instrument is executed with the same formality as this agreement. The failure of any party to insist upon the strict performance of any of the provisions of this agreement shall not be deemed a waiver of the right of the party thereafter to insist upon the performance of that, or any other provision of this Agreement, at any time whatsoever.

#### **VI. ENTIRE UNDERSTANDING**

The parties have incorporated in this agreement the entire understanding of all matters relating to all issues contained herein. No oral statement or prior written matter extrinsic to the agreement concerning the rights, duties, or obligations of either party hereto, or to the other, shall have any force or effect on any party. The parties are and have not relied upon, any specifically herein repudiate, any past, present, or future representation other than those expressly set forth herein. Any prior agreements, statements, promises, or representations between the parties, whether written or oral, are hereby revoked and held void and unenforceable. The same shall be especially true and apply if there was or is any coercion, intimidation, or any acts or threats of violence or undue influence which in and of itself would give further rise to the total and complete invalidation of same.

#### **VII. GOVERNING LAW AND PARTIAL INVALIDITY**

This Marital Settlement Agreement and Parenting Plan should be strictly construed and governed according to the laws of the State of Florida, and if any provisions of this Marital Settlement Agreement and Parenting Plan are 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.

**VIII. INDIVIDUAL COUNSEL AND FULL DISCLOSURE**

Husband and Wife have now, or have had the opportunity to have, independent counsel and legal advice of his or her own selection in negotiation and in the preparation of this Marital Settlement Agreement and Parenting Plan. Each party fully understands all the facts and have been, or is entitled to be fully advised and informed, as to his and/or her legal rights and obligations under the terms hereof. As a result of each party executing this Agreement freely and voluntarily, each party thereby fully intends to be bound by all terms and conditions contained therein. The Husband and Wife have provided the other with full and complete financial disclosure, the amount and nature of his and/or her assets and liabilities, past, present, and potential, and have represented to the other the approximate amount of his and/or her present income which income has been derived from any and all sources which have been further disclosed in writing by sworn statement. Husband and Wife have exchanged sworn financial affidavits and other discovery which sets forth the assets and liabilities of Husband and Wife. The parties have agreed to execute this agreement relying on the representations that each party has made to the other party based on the discovery exchanged, including sworn financial affidavits.

**IX. REPRESENTATION**

**A. Acknowledgment of Legal Representation by Wife**

The Wife acknowledges that she has been represented by counsel of her own selection in the negotiation of this Marital Settlement Agreement and Parenting Plan, and/or has had the opportunity to review this agreement with counsel of her choice, and her counsel is Marisol Rodriguez Basulto,

Esquire. The Wife has had the opportunity to discuss each provision of this Agreement with her counsel of choice and has had the opportunity to ask questions of her attorney with regard to same. The Wife is satisfied with the services of her counsel and had every opportunity to discuss this Agreement with her attorney.

**B. Acknowledgment of Legal Representation by Husband**

The Husband acknowledges that he has been represented by counsel of his own selection in the negotiation of this Marital Settlement Agreement and Parenting Plan, and/or has had the opportunity to review this agreement with counsel of his choice, and his counsel is Amber B. Glasper, Esquire. The Husband has had the opportunity to discuss each provision of this Agreement with his counsel of choice and has had the opportunity to ask questions of his attorney with regard to same. The Husband is satisfied with the services of his counsel and had every opportunity to discuss this Agreement with his attorney.

**C. FINANCIAL/TAX ADVICE: BOTH PARTIES HAVE BEEN ADVISED TO CONFER WITH AN ACCOUNTANT WITH REFERENCE TO THE FINANCIAL ASPECTS AND THE TAX IMPLICATIONS OF THIS MARITAL SETTLEMENT AGREEMENT. THE WIFE ACKNOWLEDGES THAT SHE HAS NOT RELIED UPON THE TAX ADVICE THAT MAY OR MAY HAVE NOT BEEN GIVEN BY HER ATTORNEY (IF APPLICABLE). THE HUSBAND ACKNOWLEDGES THAT HE HAS NOT RELIED UPON THE TAX ADVICE THAT MAY OR MAY HAVE NOT BEEN GIVEN BY HIS ATTORNEY (IF APPLICABLE). THE SIGNATURES OF THE WIFE AND THE**

**HUSBAND TO THIS AGREEMENT ACKNOWLEDGE THAT THEY HAVE READ THIS PARTICULAR PARAGRAPH.**

**X. VOLUNTARY EXECUTION:**

The parties to this Marital Settlement Agreement and Parenting Plan fully declare that they have read, in detail, and understood the provisions set forth in this Marital Settlement Agreement and Parenting Plan and that they have done so after retaining legal counsel or having the opportunity to have independent counsel and legal advice of his or her own selection. The parties further represent that after having read and understood all of the terms, conditions, and obligations, set forth in this Marital Settlement Agreement and Parenting Plan, that they firmly, and truly believe this Marital Settlement Agreement and Parenting Plan to be fair, just and reasonable and each has signed, executed and entered into this agreement freely and voluntarily, without any undue influence, fraud, coercion, threats, intimidation and, or any misrepresentations by either party or their counsel.

**XI. NON-INTERFERENCE:**

Husband and Wife state that he or she shall not interfere with, harass, annoy, or molest the other at work, at home, or in any other location where either party knows the other to be, in any way by and through his or her own act, or by and through others acting for and on behalf of either party. Neither Husband nor Wife shall in any way defame or disparage the other's character.

**XII. COUNTERPARTS:**

This Marital Settlement Agreement and Parenting Plan may be signed in one or more counterparts, each of which, when executed with the same formality and in the same manner as the original, shall constitute an original. If the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this Agreement. Delivery of an executed counterpart of a signature page of this Agreement in Portable Document Format (PDF) or by facsimile transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

**XIII. ALIMONY**

The Husband and Wife do hereby forever waive and relinquish any and all rights to receive alimony/spousal support of any kind from the other. This waiver includes, but is not limited to, temporary alimony/alimony pendente lite, permanent alimony, rehabilitative alimony, bridge-the-gap alimony, and lump sum alimony. Both Husband and Wife understand that this waiver of alimony/spousal support is irrevocable, non-modifiable, and final, i.e. that there can be no circumstances, whatsoever, under which either party can later claim any entitlement to alimony/spousal support in any form from other.

**XIV. HEALTH INSURANCE FOR THE HUSBAND AND WIFE:**

Effective July 1, 2023, Husband and Wife shall procure and maintain their own health insurance coverage. Husband and Wife shall solely be responsible for their uncovered medical,



dental, hospitalization, and prescription expenses from the date of the marriage through the date of this agreement and forward.

**XV. PROPERTY DIVISION AND RECOGNITION OF THE PARTIES' EQUITABLE DISTRIBUTION RIGHTS TO MARITAL ASSETS AND LIABILITIES:**

In final settlement of all claims and rights to property acquired during the marriage, the Parties agree to the distribution of his and her respective property interests as provided for below, after full and adequate disclosure of the nature and extent of the property interests held jointly or separately by the Parties. Each Party agrees to indemnify, defend and hold the other harmless from any costs, claims or expenses, including, without limitation, attorney's fees, taxes, arising in connection with the ownership of his or her respective property interest as provided for herein below.

All assets designated to be distributed solely to a Party shall become the sole and separate property and responsibility of that Party and the other Party irrevocably waives, releases, renounces, and relinquishes all rights, claims, demands, title, and interest in and to said asset.

Each Party shall have unrestricted and sole ownership and control of his or her respective separate property designated herein, now and forever.

Each Party shall assume and pay all costs and liabilities related to the ownership of their Separate Property including, but not limited to, tax liability, unless specified otherwise below.

Each party agrees to indemnify, defend and hold the other harmless from any costs, claims or expenses relating to his or her separate property, including, without limitation, attorney's fees, arising in connection with the ownership of his or her respective property interests.

A. **Equalizing Payment:**

1. The Husband shall pay the Wife a total of \$15,000.00 as his equalizing payments made directly to the Wife within thirty (30) days from the signing of this agreement.

B. **RETIREMENT/PENSION, LIFE INSURANCE, AND FINANCIAL ACCOUNTS**

1. **Retirement Accounts:** The Wife shall be entitled to 50% of the marital portion of the Husband's Baptist Health South Florida 403(b) Plan account ending \*9362 and Nicklaus Children's Health System Retirement Plan. The Husband shall be entitled to 50% of the marital portion of the Wife's Nicklaus Children Health System Retirement Plan (Empower). To avoid the cost of three (3) QDROS, the parties agree that Counsel from both parties will calculate the monies owed from the Husband to the Wife and will take the difference from one of the Husband's pensions. The parties shall enlist the services of Mr. Matthew Lundy, Esq., or another agreed-upon individual to prepare the Qualified Domestic Relation Order (QDRO) within 30 days from signing this agreement. The cost of the QDRO will be paid equally, 50% by the Husband and 50% by the Wife.
2. The Husband and the Wife shall provide both counsel with the details of the proceeds or debt in the sale of the vehicles ( Lancer and Hyundai) by day 16 after execution of the agreement.
3. Except as otherwise provided in paragraph B 1. above herein, each party irrevocably waives and relinquishes any right or entitlement thereto any and all benefits existing by reason of his or her past, present, or future employment including but not limited to any

profit-sharing plan, retirement plan, Keogh plan, pension plan, employee savings plan, accrued unpaid bonuses, or disability plan, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom and any other rights related thereto. The other party hereby waives and releases any and all claims or interest therein. Each party shall cooperate in signing any paperwork to reflect these terms.

**C. BANK ACCOUNTS.**

1. The Wife shall retain as her sole and exclusive property all bank accounts (checking, saving, money market, etc.) titled in her name and the Husband waives and relinquishes any right or entitlement thereto.
2. The Husband shall retain as his sole and exclusive property all bank accounts (checking, saving, money market, etc.) titled in his name and the Wife waives and relinquishes any right or entitlement thereto.

**D. CASH, CASH EQUIVALENTS, AND BANK ACCOUNTS**

1. The Wife shall retain as her sole and exclusive property all cash and cash equivalents currently titled in her name and the Husband waives and relinquishes any right or entitlement thereto.
2. The Husband shall retain as his sole and exclusive property all cash and cash equivalents currently titled in his name and the Wife waives and relinquishes any right or entitlement thereto.

E. Automobiles

1. The Wife shall retain possession of the 2013 GMC Avalanche automobile as her sole and exclusive property and she shall be fully responsible for all expenses and liabilities associated with the automobile, and she indemnifies and holds the Husband harmless therefrom including use of same. The Husband waives any and all interest therein. The Husband shall execute any and all documents necessary to effectuate the transfers of the 2013 GMC Avalanche solely to the Wife's name. The Wife shall be immediately responsible for securing car insurance for the vehicle if she intends to utilize the vehicle as a form of transportation.
2. Within, 24 hours of the entry of this agreement, the Husband shall take possession of the 2021 Hyundai Santa Fe and shall list for sale (private sale) the 2015 Mitsubishi Lancer and 2021 Hyundai Santa Fe privately 24 hours from the signing of this Agreement. The Husband shall provide the Wife with the updated payoff amount of the Mitsubishi Lancer and the Hyundai Santa Fe within five (5) days from the signing of this agreement.
3. In the event the automobiles are not sold within 14 days of the signing of this agreement, on the 14<sup>th</sup> day, the Husband shall take the unsold vehicle(s) to Car Max to determine the sale amount. If the amount is less than the payoff amount owned, the Husband shall turn in the vehicle to the finances company. Any monies owed by the Husband and Wife for having to turn in the vehicle shall be split equally between the two parties, with

the Wife's half being reduced from the amount she is to receive from her 50% marital portion of the Husband's retirement account.

4. Both parties shall be present at the time of the sale of the vehicles and shall each receive proof of the monies received and payoff amount made.

**XVI. FURNISHINGS, FURNITURE, AND PERSONAL PROPERTY**

A. The parties agree that all personal property has already been divided to their satisfaction. In the event there is any personal property that has not been divided, same property shall be the sole and exclusive property of the party who maintains physical possession of the property at the time this Agreement is executed.

**XVII. LIABILITIES**

A. In exchange for the balance of all the credit cards, bank accounts and student loans, irrespective of the marital vehicles and retirement accounts, the Husband owes the Wife equitable distribution of 15,000.

B. Each party shall keep their own individual credit card accounts and remove the other party as an authorized user. The parties shall cooperate to ensure they remove the other parties from those accounts.

C. The parties shall not impair the credit of the other by either failing to pay credit obligations timely, failing to pay credit obligations at all, contacting credit agencies or creditors, or by any manner whatsoever.

D. 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.

E. No party shall represent to third persons that they are acting as the agent of the other to obtain credit.

### **XVIII. CREDIT**

Prohibition to Pledge Credit. Except as 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, nor shall one party represent to third persons that they are acting as an agent of the other, and each party agrees in support hereof, to forever indemnify and protect, save and hold harmless, the other from any such liability, obligation or expense, including, but not limited to, reasonable attorneys' fees.

### **XIX. TAX LIABILITY**

Each party shall indemnify and hold the other party harmless from any income taxes, penalties, interest, legal fees and accounting fees associated with that parties' income or disallowance of that parties' deductions related to any of their past joint tax returns.

### **XX. ATTORNEYS' FEES**

Each party shall pay their own legal fees and costs in connection with the above-styled action, through and including entry of the Final Judgement dissolving the marriage of Husband and Wife.

**XXI. EFFECT OF RECONCILIATION**

This Agreement will remain in full force and effect even if the parties effect reconciliation, cohabit as Husband and Wife or attempt to reconcile.

**XXII. CHANGE OF ADDRESS:**

Each party will notify the other by talking parents or email of any change of address or telephone number within five (5) days from the date of such change.

**XXIII. DISSOLUTION ACTION:**

In any action instituted in any court by either of the parties, for the dissolution of their marriage, it is the desire of both parties hereto that this Agreement and the provisions hereof, be ratified and confirmed by the Court in any decree that may be entered therein, and the parties, each of them or either of them, will present this agreement to the court and request same to be ratified, confirmed and approved and made an enforceable part of any decree or order therein entered. Neither of the parties hereto will in any way oppose ratification, confirmation, and/or enforcement of this Agreement and the provisions hereof by the Court in any such proceeding. In any event, this Agreement shall not be merged and shall survive any such decree or order. The agreement shall be incorporated into the final judgment. The Wife shall forthwith pursue entry of a Final Judgment of Dissolution of Marriage on the Court's Uncontested Dissolution of Marriage Action.

**XXIV. AUTHORSHIP**

In the event that it becomes necessary for any reason to construe or interpret this Agreement, this Settlement Agreement will be construed as jointly prepared and written by both parties hereto.

Further, both parties herein represent that they read and that they understand the terms of this agreement.

**XXV. GENERAL PROVISION**

- A. No Oral Agreements. The parties agree that this Agreement constitutes the entire agreement of the parties, that this Agreement supersedes any prior understandings or agreements between them, and that there are no representations, warranties, or oral agreements other than those expressly set forth herein.
- B. No Waiver of Breach. The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.
- C. Severability. This Agreement is severable, and if any term or provision is determined to be unenforceable, this shall not render the remainder of the Agreement unenforceable.
- D. Other Acts. Each party agrees to timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Agreement.
- E. Survival of Agreement; No Merger. This Agreement may be offered into evidence by either party in an action for dissolution of marriage and may be incorporated by reference in a final judgment entered therein. Notwithstanding incorporation, this Agreement shall not be merged in such judgment but shall survive the judgment and be binding on the parties.



F. Remedies for Enforcement. The terms and provisions of this Agreement are enforceable in the contract, in addition to any remedies for enforcement that may also be available under any final judgment of dissolution of marriage entered between the parties.

G. General Releases: Each of the parties hereby releases, discharges and exonerates the other party from any and all claims he/she has or may have, whether known or unknown, for equitable distribution, division of real property, division of personal property, division of assets, inheritances, each and every form of alimony (including temporary, bridge the gap, rehabilitative, durational and permanent periodic and/or lump sum alimony), descent and distribution of property, stocks, bonds, IRA's, ESOP's, retirement plans, pension plans, profit sharing plan, retirement funds of any nature whatsoever, checking accounts, options, lawsuits, causes of action, savings accounts, bank accounts, automobiles, any interest in her real or personal property, any assets acquired by either party during the marriage that are not in his/her possession, any assets acquired by the other party prior to the marriage which appreciated in value during the marriage, and any right he/she may have to file suit against the other party for any other action whatsoever that presently exists in his/her favor, except as otherwise provided herein.

H. Releases and Waiver of Estate Rights: Except as otherwise provided herein, each party waives, releases and relinquishes any and all rights of dower, curtesy, homestead, spousal statutory share or elective share, inheritance, family allowance or exempt property as well as any other right or claim of every kind, nature and description that they may now have or may hereafter acquire in the other party's real or personal property or estate, by reason of the marital relationship,

testamentary disposition or any disposition by trust during the party's lifetime and after the other party's death; and otherwise waives, releases and relinquishes all rights they may now have or may hereafter acquire, whether known or unknown, as the other party's spouse under the present or future laws of any jurisdiction, including without limitation the rights to elect to take against any will, codicil or trust of the other party now or hereafter in force; to share in the other party's estate, except under a will, codicil or trust dated subsequent to the date of this Agreement; to act as personal representative of the other party's estate; and/or to act as trustee of any trust created by the other party.

1. Each party waives, releases, disclaims and relinquishes any and all right, whether known or unknown, to receive property after the other party's death by virtue of being a designated beneficiary on any policy of insurance on the life of the other party, any IRA or ESOP of the other party, any qualified plan or annuity of the other party or any other type of policy, contract, pension or account of the other party, whether such property is now owned or hereafter acquired. Further, each party hereby waives, releases, disclaims and relinquishes any and all rights or rights, whether known or unknown, that may exist during the lifetime of the other party in such policies, contracts, pensions, or accounts by virtue of the marital relationship.
2. Each party shall sign, acknowledge, and deliver, at the request of the other party or their legal representative, all such instruments as any be necessary to effectuate or memorialize any of the foregoing provisions, provided, that any cost, fees, or expense shall be borne

by the requesting party. However, neither party shall be construed as having waived any right hereunder by virtue of having failed to request the other party to execute any such instrument.

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Heleene Vazquez  
Heleene Vazquez (Jun 7, 2023 08:21 EDT)

**HELEENE VAZQUEZ**  
**WIFE**

GKV

GKV  
Giann Karlo Vazquez (Jun 7, 2023 08:17 EDT)

**GIANN KARLO VAZQUEZ**  
**HUSBAND**