

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT,  
IN AND FOR BROWARD COUNTY, FLORIDA

IN RE THE MARRIAGE OF:

CASE NO:

MELISSA FITZSIMMONS,  
Petitioner/Wife,

and

DANIEL FITZSIMMONS,  
Respondent/Husband,

**MARITAL SETTLEMENT AGREEMENT**

This Agreement is made in connection with an action for dissolution between MELISSA FITZSIMMONS, referred to as "Petitioner/Wife" herein, and DANIEL FITZSIMMONS, referred to as "Respondent/Husband" herein, who are sworn and agree as follows:

**WHEREAS**, the parties hereto were married to each other on or about July 29, 1994 in New York;

**WHEREAS**, no there are no minor children involved in this action, and none are expected;

**WHEREAS**, the Petitioner/Wife will be filing a Dissolution of Marriage action and this Agreement is intended to be introduced into evidence in the above styled action, to be incorporated in a Final Judgment entered therein;

**WHEREAS**, the parties acknowledge that irreconcilable differences exist, that the marriage is irretrievably broken, and that the parties intend to live separate and apart from each other;

**WHEREAS**, the parties wish to settle between themselves, now and forever, their respective rights, duties, and obligations regarding property and liabilities;

**WHEREAS**, each party has read this Agreement and understands its terms and

consequences, and each party believes that this Agreement is fair, just, and reasonable;

**WHEREAS**, each party has assented to this Agreement freely and voluntarily, without coercion or duress;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the parties have agreed and do hereby agree as follows:

**ARTICLE ONE  
RETIREMENT**

1.1 The parties have the following retirement accounts:

- a. Fidelity in the amount of \$338,000.00 in the name of Daniel Fitzsimmons
- b. Transamerica in the amount of \$40,000.00 in the name of Melissa Fitzsimmons.

1.2 The parties shall equally divide the marital portions, which is defined as te date of marriage to the date of filing or execution of this agreement.

1.3 The parties shall hire Matthew Lundy to prepare the QDRO dividing the retirement accounts and shall be equally responsible for the cost of same.

**ARTICLE TWO  
DIVISION OF ASSETS AND LIABILITIES**

**Division of Other Assets**

2.1 Wife, shall receive exclusive ownership in the following assets and items, and Respondent/Wife, waives and releases any and all claim or interest in such assets and items:

- (a) All sums of cash in the possession of Wife or subject to her sole control.
- (b) All funds in accounts or otherwise on deposit, including any accrued interest, in banks or any other financial institutions, which are in Petitioner/Wife's sole name or from which Wife has the sole right to withdraw funds or which are subject to

Wife 's sole control.

(c) The Wife shall retain ownership of her 2018 Lexus. The Husband shall pay off the vehicle from his share of the proceeds from the sale of the marital home and shall transfer the title to the wife. The Wife and shall be responsible for any and all maintenance associated with said vehicle and shall hold the Husband harmless from any costs associated with the vehicle.

(d) All clothing, jewelry and personal effects in the possession of Wife or subject to her sole control.

2.2 Husband shall receive exclusive ownership in the following assets and items, and Wife waives and releases any and all claim or interest in such assets and items:

(a) All sums of cash in the possession of Husband's or subject to his sole control.

(b) All clothing, jewelry and personal effects in the possession of Husband or subject to his sole control.

(c) All funds in accounts or otherwise on deposit, including any accrued interest, in banks or any other financial institutions, which are in Husband's sole name or from which Husband has the sole right to withdraw funds or which are subject to his sole control.

(d) The Husband shall retain sole ownership his Toyota Carolla and shall be responsible for any and all maintenance and payments on same and agrees to hold the Wife harmless on same. The Wife agrees to execute any and all documents necessary to transfer the ownership of said vehicle.

2.3 Except for the items specifically conferred or addressed as set forth hereinabove or as otherwise expressly provided by this Agreement, each party shall have exclusive ownership of all items of personal property that are currently in their possession, and the other party waives and releases any and all claim or interest in such items.

### **Division of Liabilities**

2.4 The Wife agrees to be responsible for her credit card debt and agrees to hold the

Husband harmless on any of this debt.

2.5 The Husband shall be responsible for any and all debt in his name and agrees to hold the Wife harmless on same.

2.6 Other than what is provided herein, there are no other obligations or liabilities of the parties known to exist. Any obligation or liability that is not listed herein shall be the responsibility of the party that incurred the same, and the party that incurred the same shall indemnify the other party and the property of the other party harmless from liability therefor.

2.7 Neither party shall hereafter incur any obligation or liability for which the other party will be liable.

### **General Provisions**

2.8 Full and Complete Disclosure. Each party hereto warrants and agrees that he or she has made a full and complete disclosure to the other party of all marital and nonmarital property, income, assets and liabilities. The parties waive disclosure under Rule 12. 285.

2.9 Other Information or Instruments. Each party agrees to provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Agreement.

2.10 Nondischargeable in Bankruptcy. All terms of this Agreement pertaining to the division of marital property, including but not limited to any hold harmless or indemnification provisions, are specifically intended by the parties to be nondischargeable in the event of bankruptcy.

### **ARTICLE THREE REAL PROPERTY**

3.1 The parties jointly own real property located at 929 Phoenix Way, Weston, Florida 33327, herein after referred to as the “Marital Home”.

3.2 The parties agree that the marital home shall be listed and sold for fair market value.

3.3 The parties shall equally divide the net proceeds from the sale of the marital

home.

3.4 The parties shall maintain status quo until the home is sold.

**ARTICLE FOUR  
ALIMONY**

4.1 The Husband shall pay to the wife alimony in the amount of \$3,500.00, for a period of twelve (12) years.

4.2 The Husband shall make payment of \$3,500.00 directly to the wife commencing March 1, 2024 and continuing on the first of the month for each and every month until his obligation expires on March 1, 2036.

4.3 The Husband shall maintain a life insurance policy in the amount of \$500,000.00 for as long as he has an obligation to pay alimony.

**ARTICLE FIVE  
COURT COSTS, ATTORNEY'S FEES AND MEDIATION FEES**

5.1 Each party shall pay their own attorney's fees and Court costs.

**ARTICLE SIX  
TAX ISSUES**

**Federal Income Taxes for Tax Year 2023**

6.1 The parties agree that they shall file their 2023 tax return separately .

6.2 Each party shall indemnify and hold harmless the other party for such taxes, liabilities, deficiencies, assessments, penalties, or interest due thereon or the omission of taxable income or claim of erroneous deductions of the applicable party.

**Other Provisions**

6.3 Attorney is Not Tax Expert. The parties acknowledge that any attorney involved with this Agreement does not claim to be an expert in tax matters. Each party states that he or she has consulted or has had the opportunity to consult with a tax professional to fully evaluate the tax implications and consequences of this Agreement.

6.4 Request for Information and Cooperation. It is agreed that each party shall provide any information reasonably necessary to prepare federal income tax returns, within thirty (30) days of receipt of a written request for the same. Each party shall reasonably cooperate with the other in the preparation of income tax returns as set forth hereinabove. Within five days of receipt of written notice from the other party, each party will allow the other party access to these records in order to respond to an IRS examination or request for information. Purposes for which access to such records will be granted includes, but is not limited to, the determination of acquisition dates or tax basis, and such access shall include the right to copy the records.

6.5 Preservation of Information. Each party shall preserve for a period of seven years from the date of the filing of the applicable tax return, all financial records relating to the marital property. Each party shall preserve indefinitely, any records which determine or affect the tax basis in any marital property.

6.6 No Waiver of "Innocent Spouse". The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that a party has under the "Innocent Spouse" provisions of the Internal Revenue Code.

## **ARTICLE SEVEN GENERAL PROVISIONS**

7.1 Mutual Release. Each party waives, releases and relinquishes any actual or potential right, claim or cause of action against the other party, including but not limited to asserting a claim against the estate of the other party or to act as a personal representative of such estate, except as otherwise provided for in this Agreement or arising hereunder.

7.2 Resolution of Future Disputes. In the event of any disagreement regarding an issue between the parties, the parties shall first confer and exercise reasonable efforts to resolve such a dispute. Except in an emergency, before a party files legal action regarding an issue of any such dispute or regarding modification of any terms and conditions of this Agreement, that party shall make a good faith attempt to submit the dispute or controversy to mediation.

7.3 Reconciliation. In the event of a reconciliation or resumption of marital relations,

this Agreement or its provisions shall not be abrogated in any way without further written agreement of the parties.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 Remedies for Enforcement. The terms and provisions of this Agreement are enforceable in 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.

Remainder of this agreement intentionally left blank

**I, MELISSA FITZSIMMONS , certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
MELISSA FITZSIMMONS

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, on \_\_\_\_\_, 20\_\_\_\_, by Melissa Fitzsimmons

\_\_\_\_\_  
NOTARY PUBLIC - STATE OF FLORIDA

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_ Personally known  
\_\_\_\_\_ Produced identification  
\_\_\_\_\_ Type of identification produced \_\_\_\_\_



**I, DANIEL FITZSIMMONS, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
DANIEL FITZSIMMONS

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, on \_\_\_\_\_, 20\_\_\_\_, by Daniel Fitzsimmons.

\_\_\_\_\_  
NOTARY PUBLIC - STATE OF FLORIDA

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_ Personally known  
\_\_\_\_ Produced identification  
Type of identification produced \_\_\_\_\_