

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
IN AND FOR SARASOTA COUNTY, FLORIDA

IN RE: The Marriage of:

JODIE L. SOMERS,

Petitioner/Wife.

and

CASE NO. 2023 DR 4345 SC

PETER J. SOMERS,

Respondent/Husband.

\_\_\_\_\_ /

**FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE**

THIS MATTER came before the Court upon the Petition for Dissolution of Marriage filed by Petitioner/Wife, JODIE L SOMERS (the “Wife”), and the Answer and Counter-Petition filed by Respondent/Husband, PETER J. SOMERS (the “Husband”), and the Court being duly advised in the premises, finds as follows:

1. The Court has jurisdiction over the parties and of the subject matter of this proceeding.
2. The parties were married on November 4, 2016, in Las Vegas, Nevada.
3. The marriage between the parties is irretrievably broken.
4. There were no children born of the marriage, and the Wife is not pregnant.
5. The parties freely and voluntarily entered into a Marital Settlement Agreement, attached as Exhibit “A” last dated June 10, 2024, and filed with the Clerk of Court on July 16, 2024.

IT IS, THEREFORE:

ORDERED AND ADJUDGED that the marriage between the Petitioner/Wife, JODIE L. SOMERS, and Respondent/Husband, PETER J. SOMERS, is hereby dissolved; and it is further

ORDERED AND ADJUDGED that the Marital Settlement Agreement is hereby approved and incorporated by reference as if fully set forth herein; and it is further

ORDERED AND ADJUDGED that the parties are ordered to comply with the terms of the Marital Settlement Agreement, and that said document shall not merge with the Final Judgment but shall survive it; and it is further

ORDERED AND ADJUDGED that the Court retains jurisdiction of the parties and of the subject matter of this proceeding for the purposes of enforcement of this decree and for adjudication of any reserved upon issues.

DONE and ORDERED in Sarasota County, Florida on this \_\_\_\_ day of \_\_\_\_\_, 2024.



A handwritten signature in black ink, appearing to read 'Danielle Brewer', is positioned above a horizontal line. Below the signature, there is a small, faint stamp or logo.

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The Honorable Danielle Brewer  
Circuit Court Judge

Conformed copies to:

William H. Drumm, Esq.

Jason Valkenburg, Esq.

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
IN AND FOR SARASOTA COUNTY, FLORIDA**

**IN RE: THE MARRIAGE OF:**

**JODIE L. SOMERS,**

**Petitioner/Wife,**

**and**

**Case No.: 2023 DR 4345 SC**

**PETER J. SOMERS,**

**Respondent/Husband.**

\_\_\_\_\_ /

**NOTICE OF FILING FULLY EXECUTED AND  
WITNESSED MARITAL SETTLEMENT AGREEMENT**

**COMES NOW**, the Respondent/Husband, PETER J. SOMERS by and through the undersigned and files the attached Fully Executed and Witnessed Marital Settlement Agreement in the above referenced case.

**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the foregoing has been furnished via the Florida E-Portal to Jason Valkenburg, Esq., [pleadings@valkenburglawgroup.com](mailto:pleadings@valkenburglawgroup.com) on this 2nd day of July 2024.

\_\_\_\_\_  
/s/

William Drumm, Esq.  
Berlin, Patten, Ebling  
3700 S. Tamiami Trail, Suite 200  
Sarasota, FL 34239  
Attorney for Respondent/Husband  
[bdrumm@berlinpatten.com](mailto:bdrumm@berlinpatten.com)

**MARITAL SETTLEMENT AGREEMENT**

THIS AGREEMENT is made, executed, and entered into by and between JODIE SOMERS, residing in Manatee County, Florida, hereinafter referred to as the "Wife," and PETER SOMERS, residing in Sarasota County, Florida, hereinafter referred to as the "Husband."

**WITNESSETH**

WHEREAS, the Husband and the Wife were lawfully married to one another on November 3, 2016 Las Vegas, Nevada; and

WHEREAS, there were no children born or adopted of this marriage, and the Wife is not pregnant; and

WHEREAS, the parties have separated due to unhappy matrimonial differences which have arisen between the Husband and the Wife; and

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

WHEREAS, each of the parties believes the terms herein to be fair, just, and reasonable, and each has assented freely and voluntarily to the terms contained herein.

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Husband and the Wife do hereby agree as

follows:

**Florida Law**

This Agreement shall be governed by Florida law with reference to interpretation and performance.

**Separate Lives**

The Husband and the Wife shall have the right to live separate and apart from one another for the rest of their lives, and each shall be free from interference, direct or indirect, by or from the other as though each were unmarried and, except as set forth in this Agreement, each may, for his or her separate benefit, engage in any employment, business, profession, or trade of choice, and further, each may reside at a place or places so selected without annoyance, harassment, or bother by or from the other; except as otherwise provided herein or contemplated herein, each party releases the other party and the other party's agents from any action or proceeding, civil or criminal, which has accrued from the beginning of time through the execution date of this Agreement.

**Temporary Relief**

The parties attended Mediation on January 29, 2024 and January 30, 2024. A Stipulated Order was reached which provides that the Husband shall, within forty-five (45) days of January 31, 2024, pay attorney's fees/costs to the Wife's attorney of \$15,500. The Stipulated Order further provides that the Husband shall, on February 1, 2024, pay \$3,750 to the Wife, and the Husband shall continue to pay this sum until both parties have signed and executed this Agreement. Once the Agreement is signed and executed by both parties, the Husband's obligation to pay temporary support will terminate. Finally, the Stipulated Order provides that within fourteen (14) days of

January 31, 2024, the Husband shall pay \$22,500 to the Wife in full satisfaction of the Wife's claim for retroactive, temporary alimony.

**Alimony**

With the exception of temporary alimony, which the parties addressed in a Stipulated Order executed on January 30, 2024, the parties forever waive all forms of alimony including, but not limited to, temporary, permanent periodic (statutorily eliminated July 1, 2023), durational, rehabilitative, lump-sum, bridge-the-gap, etc. This provision is non-modifiable, regardless if one party should become a public charge.

**Attorney's Fees**

With the exception of temporary attorney's fees of \$15,500 owed to Valkenburg Law Group by March 15, 2024, as outlined in the Stipulated Order on the Wife's Temporary Support and Other Relief, adopted by the Court on February 16, 2024, each party shall be responsible for their own attorney's fees in this matter. This provision is non-modifiable.

As provided below, should either party be in default of the terms of this Agreement or the Stipulated Order, the non-defaulting party shall be awarded their reasonable attorney's fees incurred as a result of any such default(s).

**Health Related Insurance and Uncovered Expenses**

The parties agree and represent to one another that, upon the execution date of this Agreement, each party shall be responsible for obtaining their own health-related insurances, including medical, dental, ophthalmological, etc.; further, by executing this Agreement, each party agrees that each shall be responsible for any uncovered health-related expenses which have accrued prior to the execution date of this Agreement or which may accrue in the future, and each party agrees to indemnify and hold harmless

the other party harmless, including attorney's fees, for any such medical, dental, or other health-related expenses which are either currently outstanding or which will be incurred in the future by either party. The parties further agree that, through entry of the Final Judgment, the Wife may continue to be covered, at her own expense, under her current policy through the United Parcel Service (Husband's former employer).

### **Equitable Distribution**

#### **Real Property:**

The parties own real property with a common address of 3378 N. Salford Boulevard, North Port, FL 34286 (the Marital Home") as tenants by the entireties. The parties acknowledge that the Marital Home was purchased during the marriage and that it is a marital asset.

The parties agree that as part of the equitable distribution of this case, the Husband shall buy-out the Wife's interest in the Marital Home for \$175,000 (ONE HUNDRED SEVENTY FIVE THOUSAND U.S. DOLLARS), after which the Husband shall retain the Marital Home, free of any claim of the Wife. Said \$175,000 shall be paid within thirty (30) days of the execution date of this Agreement. Except as provided in the footnote below,<sup>1</sup> upon the execution date of this Agreement, the Husband shall

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<sup>1</sup> On Monday, June 10, 2024, at 10:00 a.m., the Wife shall arrive at the Marital Home by herself. If the Wife wants law enforcement to be present, she will need to make arrangements for that to happen. The Husband shall allow the Wife to enter the Marital Home for a maximum of ninety (90) minutes to look for her non-marital, family heirlooms. The Wife shall walk through the Marital Home and shall be accompanied by Jennifer Benson, who is the paralegal for the Husband's attorney. The Husband shall wait outside during the walk-thru. If the Wife finds any of her non-marital, family heirlooms, she and Jennifer shall show them to the Husband. If the Husband agrees, then the Wife shall be able to remove such items. If the Husband does not agree that any such items belong to the Wife, the Wife shall take pictures of the item(s) and the attorneys and/or court will have to resolve the issue as to the items in dispute. After the

have exclusive use and possession of the Marital Home. The Husband agrees to indemnify and hold the Wife harmless, including attorney's fees, for any expenses, liabilities, mortgages, encumbrances, liens, claims of lien, lawsuits, etc. which are either currently pending in relation to the Marital Home or which may arise in the future.

The parties acknowledge that the Marital Home suffered damage during Hurricane Ian in September, 2022. The Wife further acknowledges that the Husband is currently in litigation with his homeowner's insurance company to recover insurance proceeds for damages to the Marital Home which were sustained as a result of Hurricane Ian. The Wife further acknowledges that the Husband is in litigation with the company which installed solar panels at the Marital Home. The Wife agrees to waive any interest she would have in the proceeds from these pending legal proceedings, as well as any future legal proceedings which may be necessary as it relates to damage to the Marital Home. She further agrees to execute any documents required in order for the Husband to receive insurance proceeds and/or litigation proceeds on either of the pending lawsuits or any future lawsuits relating to the Marital Home or damages to the Marital Home.

The Wife agrees that the Husband shall not be required to refinance the mortgage on the Marital Home because the Wife is not an obligor on the mortgage. The Husband's attorney shall prepare a Warranty Deed for the Wife to execute in order to convey her interest in the Marital Home to the Husband. Said Warranty Deed shall be held in escrow by the Husband's attorney until such time as the Wife's attorney receives said \$175,000.

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Wife has completed her walk-thru, she shall sign a document which states that she has exhausted her search for non-marital family heirlooms.



The Husband agrees to have all accounts (cable, utilities, etc.) associated with the Marital Home transferred into his name, and he shall indemnify the Wife for same. The Wife agrees to cooperate in the transfer of these accounts on a timely basis (defined as within seven days of any request). The Wife agrees to waive her interest in any deposits being held by cable, utilities, etc., and that such deposits shall belong to the Husband.

Personal Property:

The parties acquired personal property during the marriage, and each party also brought separate, non-marital personal property into the marriage. Although the parties are not in agreement as to whether each party has turned over to the other that party's separate, non-marital property and marital personal property, the Husband agrees to pay to the Wife \$5,000 (FIVE THOUSAND U.S. DOLLARS) within thirty (30) days of the execution date of this Agreement. The Wife accepts said \$5,000 in full satisfaction of any separate, non-marital personal property and marital personal property—which the Wife believes was disposed of or misplaced by the Husband. Said \$5,000 payment shall constitute payment in full to the Wife for any such separate, non-marital personal property and marital personal property. The Wife agrees that neither she—nor any of her representatives—shall not return to the Marital Home in an effort to recover any of her separate, non-marital personal property or marital personal property.

The Husband agrees to waive any claim he may have against the Wife for any of his separate, non-marital personal property which he brought into the marriage or any marital personal property.

Vehicles:

The parties acquired various vehicles during the marriage. In addition, the

Husband brought various vehicles into the marriage. Regardless of the marital or non-marital nature of these vehicles, the parties agree to divide up the vehicles as provided below, and they further agree that following exchange of vehicles is equitable.

Wife - The Wife shall receive these vehicles as part of the equitable distribution of this case, free of any claim of the Husband (the Husband will insure that the motorcycle and scooter are in the same working order as they were in December, 2022) and shall coordinate a date for pick up through counsel:

2007 Lexus ES 350

2007 Honda 750 Shadow motorcycle

2010 ZHNG scooter

Husband - The Husband shall receive these vehicles as part of the equitable distribution of this case, free of any claim of the Wife.

2006 Ford Expedition

2017 Toyota Camry

2005 Toyota Camry

1986 Nissan Pickup

2008 Suzuki Burgman

The parties represent to one another that there are no loans, liens, claims, outstanding repair bills, etc. in connection with any of the vehicles that each party is receiving. If necessary, each party agrees to cooperate by executing titles or any documents required to carry out the intent of this provision, and each party shall register any such vehicles into their own name—and provide proof of copies of such—within ten (10) days of the execution date of this agreement. Each party shall register the vehicle(s) they are receiving in their own name prior to selling or disposing of such

vehicles. To the extent any vehicles were sold during the marriage, the person who sold the vehicles will insure that such vehicles are no longer in the name of the other spouse (including, but not limited to, the 2012 Chrysler van, and 2006 Volkswagen Jetta).

Each party shall be responsible for the insurance on the vehicles they are receiving, effective with the execution date of this Agreement. The Wife will coordinate through counsel when she will pick up from the former marital residence the vehicles pursuant to this Agreement (she agrees that she will not show-up unannounced and without an appointment). The Wife shall pick up said vehicles within ten (10) days of the date of this Agreement.

#### Financial Accounts

During the marriage, the parties had five (5) joint financial accounts. Within thirty (30) days of the execution of this Agreement, the Husband agrees to pay to the Wife \$30,072 (THIRTY THOUSAND AND SEVENTY TWO U.S. DOLLARS), which constitutes one-half of the funds which existed in the five (5) joint financial accounts. Said payment shall fully satisfy any obligation the Husband shall have to the Wife as it relates to dividing marital funds which were contained in the five (5) financial accounts.

In addition, the Husband agrees that, within thirty (30) days of the execution of this Agreement, that he will pay \$25,000 (TWENTY FIVE THOUSAND U.S. DOLLARS) to the Wife. This payment is in full satisfaction of monies which the Wife claims the Husband spent excessively between April, 2021 and April 2023.

Except as otherwise set forth herein, each party shall retain all cash, checking accounts, savings accounts, and other liquid accounts which are in their respective name, free from further claim by the other. The parties represent to one another that

they have fully disclosed all financial accounts which were in existence at the time the Petition for Dissolution of Marriage was filed. They further represent to one another that they have fully disclosed all financial accounts or information which may not have been in existence at the time the Petition for Dissolution was filed, but which would or could have "marital" component as a result of being accrued (in whole or in part) during the marriage.

Retirement:

The Husband is a participant in two retirement plans, including a defined benefit plan (pension) and defined contribution plan (401K) by virtue of his employment with the United Parcel Service ("UPS"). In accruing benefits in these plans, the Husband's date of hire was August 1, 1988.

As and for equitable distribution of the defined benefit (pension) marital assets, the Wife shall receive a fifty percent (50%) separate interest in the marital portion of the Husband's pension benefit(s) defined as those benefits which accrued from the date of marriage, November 3, 2016, through the date of filing for dissolution of marriage, May 9, 2023 (contributions ceased August 1, 2018), along with commensurate cost of living increases. The pension benefit(s) assigned to the Wife shall not be reduced, abated, or terminated upon the death of the Husband and shall be paid to the Wife through any form allowable under the terms of the plan. Should the Husband predecease the Wife prior to the commencement of benefits, the Wife shall be treated as a surviving spouse for any pre-retirement survivor annuity which may be available to the extent of any benefit(s) she is entitled to under this Agreement. After appropriate division of the pension plan, the Husband shall receive the remainder of the monthly pension benefit as his sole and separate property.

As and for equitable distribution of the defined contribution (401K) marital assets, the Wife shall receive fifty percent (50%) of the marital portion from the Husband's account as of May 9, 2023, and said amount shall be subject to passive gains and losses from May 9, 2023 to the date of distribution of same to Wife. The marital portion shall be determined as benefits accruing from the date of the marriage on November 3, 2016 to the date of filing on May 9, 2023. After the appropriate distribution from the defined contribution plan has been made to the Wife, the Husband shall receive the remainder of his account as his sole and separate property. The Husband shall do nothing to diminish the value of the account—except in furtherance of the equitable distribution payments being made in accordance with this Marital Settlement Agreement—until after the Wife's share has been transferred in full to her.

Each party shall be responsible for paying all taxes owed as a result of the payment to that party of his or her shares of any of the retirement plan funds. If required by a Plan Administrator, payment of the respective share of the retirement plan as noted above shall be through the entry of a Qualified Domestic Relations Order ("QDRO") or similar post-final-judgment order. The Court shall retain jurisdiction of the subject matter and the parties hereto to amend the Final Judgment of Dissolution of Marriage in any way necessary to meet QDRO or similar post-final-judgment order standards as determined after review by the Plan Administrator, to enter and to modify the above described QDRO or similar post-final-judgment-order as necessary to accomplish the terms of this section, and to enter such further Order as may be just and proper to carry out the intent of purpose of this section.

To effectuate the terms of this Section, the Husband agrees to provide documentation relative to his various retirement plans to the QDRO preparer no later

than five (5) days after the initial request for production is made.

The parties agree that Matthew Lundy, Esq. shall be utilized to prepare the QDRO(s) and any other processing associated with transferring the marital portion of any and all of the Husband's retirement accounts and pension. The Husband shall be responsible for any and all fees from Matthew Lundy's office associated with the preparation of the QDRO(s), pension benefits, valuations, and any associated processing fees assessed by the respective providers.

Blue Green Resort Timeshare Units

Prior to the marriage, the Husband owned two (2) timeshare units in a company known as Blue Green Resorts. During the marriage, the parties acquired four (4) more timeshare units in the Blue Green Resorts. The parties agree that the Husband shall retain all six (6) timeshare units, free of any claim by the Wife, and he shall be responsible for any costs—past, present, and future—associated with these timeshare units, and he shall indemnify the Wife for same. The Wife shall cooperate in signing, within five (5) days of a written request, any and all documents necessary to give the Husband complete authority to retain, dispose of, or take any other action regarding these six (6) units.

Nonpledge

Neither party shall take any action resulting in the sale, pledging, secreting, or dissipation of the other's separate, non-marital property, or of property, both real and personal, afforded to one or the other for any purpose whatsoever and shall not, either directly or indirectly, increase the responsibility of the other in any manner whatsoever.

Debts:

Except as otherwise provided herein, the Husband and the Wife shall pay the

debts and obligations in their individual name and/or acquired by each after this proceeding was commenced. Each party shall hold the other harmless for any payment or claim arising therefrom and shall indemnify the other against any liability therefor, including any attorney's fees which arise as a result of any such liability. Except as provided herein, in the event that there are debts or obligations which may be deemed to be joint debts or obligations, the party who incurred the debt or obligation shall be responsible for the payment thereof and shall indemnify and hold the other party harmless from any payment or claim arising therefrom, including attorney's fees. Any outstanding debts or obligations which are not deemed to be joint debts or obligations of the parties and which are personal obligations of each party shall be paid by the party who incurred the debt or obligation, except as provided otherwise in this Agreement.

Neither party shall contract nor otherwise incur any debt or obligation upon which the other or his or her estate could be required to pay, except as this Agreement provides. Other than as discussed herein, the Husband and the Wife have no joint credit cards of which either is aware. However, should there be any joint credit cards, they shall be closed and, whoever incurred and/or benefitted from the debt associated with the joint credit card shall be responsible for paying the debt. If it cannot be determined that one party definitively benefitted from at least a portion of the debt incurred on the joint credit card, then parties shall be equally responsible for the debt on the joint credit card.

Tax Returns:

The parties represent to one another that they intend on filing married but separate tax returns for 2023. The parties agree to be responsible for any taxes owed

on the married but separate returns which they have filed during the marriage, and each party agrees to indemnify and hold the other party harmless, including attorney's fees, for any such returns. Should the marriage not be dissolved by December 31, 2024, the parties will file married but separate returns until such time as the marriage is dissolved.

Regarding any joint tax returns for prior years that the parties were married, should the IRS—through an audit or otherwise—assess monies owed for taxes, deficiencies, penalties, interest, and/or fees for prior years, the party most responsible for the monies owed shall be responsible for paying the IRS. Similarly, should the IRS determine that a refund is due to the parties for any prior tax year, the party most responsible for the refund shall be entitled to the refund.

With regard to the tax implications of this Agreement, the parties acknowledge and agree that each has had the opportunity to retain his or her own accountant, certified public accountant, tax advisor, or tax attorney to advise them in relation to same. Both parties further acknowledged that neither has relied on the tax advice of their respective family law attorneys, since neither is qualified to offer such tax advice.

### **General Provisions**

#### **Review of Agreement**

The provisions of this Agreement have been fully reviewed by the Husband and the Wife. The Wife has been represented by Jason Valkenberg, and the Husband has been represented by William H. Drumm, Esq. Each party acknowledges that he or she has executed this Agreement after reading this Agreement in its entirety, carefully considering all of its terms, and—should they have elected to do so—reviewed it with counsel of their choosing. Each party additionally acknowledges that they understand the facts and circumstances set forth within this Agreement and that each understands



his or her legal rights and obligations arising under this Agreement.

Grant, Assignment, Conveyance

The Husband and the Wife shall execute and deliver to the other each document that may be necessary to accomplish the intention or provisions of this Agreement, and each shall do all acts necessary to accomplish this purpose on a timely basis. In the event either party fails or refuses to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and/or rights in such manner and effect as shall be necessary to effectuate the terms and provisions of this Agreement.

Modification

Except as provided by applicable Florida law, this Agreement may be modified only by a writing signed by both parties.

Full Disclosure

The Husband and the Wife have made a full disclosure to the other of his or her current financial condition, and further, by virtue of affixing their respective signatures hereto, each expressly represents that he or she fully understands or appreciates the financial status of the other. As noted more fully within this Agreement, the assets listed within this Agreement represent those assets disclosed by each party. If there are any assets that are subsequently disclosed, then each party shall receive one-half of the after-discovered sums, which shall be addressed as a reserved issue, if applicable. The prevailing party in any Motion on any reserved issues in this regard will have their reasonable attorneys fees and costs paid by the other.

Agreement to be Incorporated in Final Judgment

The parties understand that this Agreement is not intended to facilitate or

promote divorce, nor be conducive, directly or indirectly, to the procurement of divorce, notwithstanding that it may be in contemplation of divorce. It is understood by the Husband and the Wife that this Agreement, if approved by the Court in which this proceeding is pending, shall be incorporated within a Final Judgment of Dissolution of Marriage, entered together with a mandate requiring compliance by the Husband and the Wife hereto, with all the terms and conditions hereof.

Default

In the event either party defaults in his or her obligations arising hereunder, the defaulting party shall be liable to the other for all reasonable expenses, costs, and attorney's fees incurred as a result of enforcing this Agreement.

Strict Performance

The failure of the Husband or the Wife to insist on one or more occasions on the strict performance or compliance with a term, provision, or otherwise of this Agreement shall not be deemed a waiver or relinquishment in writing by the party to whom an obligation or performance is owed.

Release

The Husband and the Wife, except as provided otherwise in this Agreement, shall release the other from all claims or demands up to the date of this Agreement's execution, and except as provided herein, each party hereby waives, releases, and/or relinquishes any and all rights that either may now have or hereafter acquire by virtue of their marital relationship under the present or future laws of any future jurisdiction including, but not limited to:

- (a) to elect to take against any will or codicil of the other, now or hereafter in force;

- (b) to share in the estate of the other;
- (c) to act as executor or administrator of the estate of the other; and
- (d) any other like testamentary interests.

Entire Agreement

The parties understand and agree that this Agreement constitutes the entire contract between them and it supercedes any prior understanding or agreements made between them on all subjects, whether covered within this Agreement or otherwise, and that there are no representations or warranties other than as set forth herein. The Husband and the Wife each understand their right to counsel, which they both retained to explain their rights and responsibilities hereunder.

Dissolution of Marriage

Nothing contained in this Agreement shall be construed to prevent the Husband or the Wife from instituting a proceeding for divorce in any competent jurisdiction against the other because of any past or future fault of the other, subject to the following:

- (a) Neither the Husband nor the Wife in any divorce proceeding shall make any claims for alimony of any nature (temporary, permanent, lump sum, bridge-the-gap, rehabilitative, or any other type of alimony), for suit money or attorney's fees, either temporary or permanent, other than as provided for in this Agreement.
- (b) The Husband and the Wife may offer this Agreement in evidence, in any divorce action, and if acceptable to the Court, the same may be incorporated by reference within the Final Judgment that may be rendered. However, notwithstanding incorporation into a Final Judgment,

this Agreement may not be merged in it but shall survive the judgment and be binding on the Husband and the Wife for all time.

**The Rest of this Page is Intentionally Left Blank**

IN WITNESS WHEREOF, the parties hereto have caused their respective signatures and seals to be affixed hereto on the dates indicated below:

[Signature]  
Witness  
Print Name: MARSHALL VAUGHNBURG

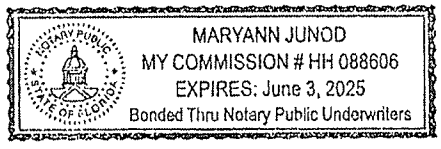
Jodie Somers  
JODIE SOMERS

[Signature]  
Witness  
Print Name: MaryAnn Junod

STATE OF FLORIDA  
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, appeared JODIE SOMERS who is personally known by me and who, after being duly sworn, acknowledged before me that she is one of the parties described in and who executed the foregoing Agreement and that she executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal this 10 day of June, 2024.



[Signature]  
NOTARY PUBLIC

My Commission Expires:

JS [Signature] J.S.

[Signature]  
Witness  
Print Name: RICHARD STANFORD

[Signature]  
PETER SOMERS

[Signature]  
Witness  
Print Name: Jennifer Benson

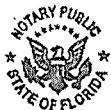
STATE OF FLORIDA  
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, appeared PETER SOMERS, who is personally known by me and who, after being duly sworn, acknowledged before me that he is one of the parties described in and who executed the foregoing Agreement and that he executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal this 10th day of June, 2024.

[Signature]  
NOTARY PUBLIC

My Commission Expires



JENNIFER BENSON  
Commission # HH 183776  
Expires October 9, 2025  
Bonded Thru Budget Notary Services






# MSA3(2)

Final Audit Report

2024-06-10

Created:	2024-06-10
By:	Jason Valkenburg (jason@valkenburglawgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJ03rP3kUsZ6WluU9CSstTK3V3w_kFtFs5

## "MSA3(2)" History

-  Document created by Jason Valkenburg (jason@valkenburglawgroup.com)  
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-  Document emailed to Jodie Somers (jodielacy109@gmail.com) for signature  
2024-06-10 - 11:04:56 AM GMT
-  Email viewed by Jodie Somers (jodielacy109@gmail.com)  
2024-06-10 - 11:07:07 AM GMT- IP address: 146.75.222.0
-  Document e-signed by Jodie Somers (jodielacy109@gmail.com)  
Signature Date: 2024-06-10 - 12:12:49 PM GMT - Time Source: server- IP address: 146.75.222.1
-  Agreement completed.  
2024-06-10 - 12:12:49 PM GMT



Adobe Acrobat Sign