

7. On or about June 27, 2022, the parties executed a Marital Settlement (“Agreement”) located at Docket #102.

8. On or about February 15, 2023, the parties executed a Parenting Plan (“Parenting Plan”) located at Docket #117.

9. On or about February 14, 2023, the parties executed an Addendum to the Marital Settlement Agreement (“Addendum”), which was filed on February 15, 2023 and located at Docket #115.

10. On or about January 18, 2024, the parties executed a Second Addendum to the Marital Settlement Agreement (“Second Addendum”), which was filed on January 19, 2024 and located at Docket #141.

THEREUPON, it is ordered and adjudged as follows:

A. The marriage between the parties, BENNIE LORENZO MORRIS, Petitioner/Husband, and ILKA FAWN MORRIS, Respondent/Wife, is hereby dissolved because it is irretrievably broken, and the parties are restored to the status of being single.

B. The Agreement filed 06/27/2022, the Parenting Plan filed 02/15/2023, the Addendum filed 02/15/2023, and the Second Addendum filed 01/19/2024, are hereby accepted and incorporated by reference and adopted and ratified as part of this Final Judgment of Dissolution of Marriage. The parties are ordered to obey all of the provisions therein. To the extent any term or provision of the Marital Settlement Agreement, Addendum to Marital Settlement, Second Addendum to Marital Settlement Agreement or the Parenting Plan have not been reiterated in this Final Judgment, such terms shall nevertheless be incorporated by reference.

C. **Child Support.** Per the Addendum filed 06/27/2022 (page 2), the parties agree that the child support in this matter would be (\$1,325.00) per month based on the child support guidelines sheet filed 01/19/2024, however, due to the social security disability that is being provided for the child as a result of Husband's disability, no child support shall exchange hands. Mother is currently receiving \$1,649.00 per month in benefits for the minor child due to Father's disability. The parties shall divide the Social Security Disability check for the child with Mother receiving 80% (Currently \$1,325.00) and the Father receiving 20% (currently \$324.00). Wife shall pay to Husband his 20% by direct deposit, Zelle or bank transfer each and every month and continuing until she no longer receives the funds. The parties agree that this outcome is a full satisfaction of the monthly child support obligation and is in the best interests of the minor child.

D. Per the Parenting Plan, the Court finds that it is in the best interest of the minor child for the Parties to have shared parental responsibility.

E. After considering the factors in the statute and the evidence, the timesharing schedule in the Parenting Plan entered into by the parties is the best interest of the minor child, and the parties are ordered to follow the schedule in the Parenting Plan, as incorporated by reference into this Final Judgment.

F. **Health Insurance and Uncovered Medical Costs.** Per the terms of the Agreement (page 8), the Husband shall continue to maintain the minor child's health insurance policy through the Military Tricare program and is responsible for all premium payments in connection with said policy for as long as the minor child remains eligible beyond the age of eighteen, and such shall portion applicable to the minor child shall be included in the child support calculation. The parties shall split the uninsured portions, costs and co-payments of any mutually agreed upon healthcare expenses for the minor child in the percentages below. Further, the Parties

shall share the reasonable emotional, psychological, orthodontia, dental and eye care needs of the minor child not covered by said insurance as long as the provider is in-network in the percentages below. Parties shall mutually agree to out-of-network providers. The parent incurring an uncovered expense shall have thirty (30) days from the date the bill is received to transmit a copy of the bill to the other parent. The other parent shall have thirty (30) days from receipt of the bill to pay his or her proportional share of the expense. Both parents shall notify the other parent in advance of all appointment information, including, without limitation, dates, times, doctor's name, contact information, and treatment recommendations/plan, cost. The Husband shall pay 65% and the Wife shall pay 35% of all uncovered and unreimbursed health-related expenses.

G. All assets and debts, including real property, shall be divided as outlined in the Agreement (as amended/modified by the Addendum and Second Addendum), as incorporated by reference into this Final Judgment. As to the marital home, located at 18324 Bellezza Drive, Orlando, FL ("Marital Home"), the parties shall abide by the terms in the Agreement (as amended/modified by the Addendum and Second Addendum).

H. Per the terms of the Agreement (pages 4-6), as to the marital home, located at 18324 Bellezza Drive, Orlando, FL ("Marital Home"), the Wife shall have exclusive use, possession, and ownership of the Marital Home. In exchange for the equitable distribution, lump sum alimony, and considerations of the Wife's causes of action in this dissolution, the Husband has relinquished and waived all rights to inheritance, ownership, and equity in the Marital Home. The Husband's name is remaining on for a period of time to allow the Wife to obtain financial qualification and to allow her to financially support herself. The Wife shall have the obligation to refinance/assume the current mortgage for the Marital Home or otherwise to remove the Husband's name from the mortgage/note within twenty-seven (27) months of entry of the Final

Judgment ("Time Period"). Following the Time Period, the Wife shall be solely responsible for the Marital Home and timely pay all amounts for the mortgage and other Marital Home expenses/obligations. At the time of the Wife's closing on the refinance/assumption to remove the Husband's name, the Husband shall cooperate with the closing agent to sign a Quit Claim Deed conveying the Marital Home to the Wife and the Wife shall pay all costs related thereto for refinance to remove the Husband's name.

Within fourteen days of the end of the 27-month term, if Husband has not received proof of refinance, Wife shall select a real estate agent to list the home for sale at fair market value. Within ten days thereafter, the parties shall execute a listing agreement from the realtor at a fair market price recommended by the realtor. The parties shall decrease the listing price of the marital home if and when recommended by the realtor. Neither party shall, by action or inaction, make any effort which would act to prevent the sale or decrease the likelihood of the sale of the home. The Wife shall maintain the home in clean and showable condition during the time period that the home is listed.

Should the Wife ever sell the Marital Home in the future, the Wife is entitled to 100% of the value/equity/proceeds. The Husband and any of the Husband's heirs have no right or claim to the Marital Home.

The Husband shall continue to pay the marital home mortgage (which includes escrow for insurance) and which property taxes are currently exempt during the remainder of the dissolution pendency and for twelve (12) months from the date of entry of the Final Judgment of Dissolution of Marriage. The Husband shall keep his name/homestead/disabled property taxes exemption associated with the current Marital Home such that there will not be property taxes assessed until no sooner than twenty-seven (27) months from the date of entry of the Final Judgment of

Dissolution of Marriage. Thereafter, the Wife shall be solely responsible for the payment of the mortgage and shall pay same in a timely manner. If the Wife is more than 60 days late in a mortgage payment, then the property shall be listed for sale, pursuant to the provisions described in the paragraph above.

Per the terms of the Agreement (page 7), the Wife shall take responsibility for the Marital Home HOA fees as of July 1, 2022.

I. **Macon, Georgia property.** As to Macon, Georgia real property, the Husband shall have exclusive use, possession, and ownership of the Macon, Georgia real property free and clear from any claim of the Wife.

J. The parties shall split the Husband's retirement military pay and military benefits, including the Military 20/20/20 Rule per the Agreement (as amended/modified by the Addendum and Second Addendum), as incorporated by reference into this Final Judgment, as follows:

Per the Military 20/20/20 Rule, the parties are assuming the Wife will receive an entitlement/share of the Husband's Military Retirement Pay. Matthew Lundy, Esquire ("Lundy") shall prepare a Qualified Domestic Relations Order ("ODRO") to split the Husband's Military Retirement Pay with the Husband receiving fifty-five percent (55%) and the Wife receiving forty-five percent (45%) of the Husband's Taxable Income (after deducting the Spousal Survivor Benefit/Survivor Benefit Plan [SBP], which is approximately \$573.75 per month). The husband shall be responsible for paying the dental and vision insurance from his 55% share. The QDRO shall effectuate the intent of the parties. Should the Department of Defense/Military/Applicable Agency for execution of QDRO advise that these terms are not possible, then the parties shall mutually confer and agree as to the terms. Each party shall pay Lundy one-half (1/2) of the fees

to draft and enter the QDRO and will sign the necessary paperwork with Lundy to hire and start the QDRO process within thirty (30) days of the Agreement.

The Husband shall ensure and be responsible for timely completing the necessary paperwork with the Military to designate/re-designate the Wife as the applicable Former Spouse/Surviving Spouse for the SBP, to be completed/fully approved/confirmed no later than one (1) year from the date of the Final Judgment of Dissolution of Marriage. Should he fail to do so and the Wife loses such benefit, the Husband shall indemnify her to make her whole from the lost benefit. The Wife shall also be entitled to make a claim against the Husband's estate should he fail to confirm the Wife's re-designation for her surviving spouse benefit for the amount lost. The Husband shall also never change the designation from the Wife to another person.

Pursuant to the military 20/20/20 rule, the Wife shall retain all entitled and available military benefits as outlined in the Marital Settlement Agreement, as well as others not detailed, related to the 20/20/20 rule, including without limitation, military ID and access to base privileges.

Beginning July 1, 2022 the Husband shall pay to the Wife Three Thousand Three Hundred Thirty-Three and No/100 Dollars (\$3,333.00) per month as her 45% of the Husband's military retired pay. Once the Wife receives her first payment from DFAS as her 45% share of the Husband's Retired Military Pay, the Husband's payment of \$3,333.00 will cease (and be replaced by her military retirement share, per the specific terms above). The Husband shall continue to pay the Marital Home mortgage per terms within the Agreement (as amended/modified by the Addendum and Second Addendum) and the Wife's health insurance.

K. Per the terms of the Agreement (page 7) and other than as set forth in the Agreement (as amended/modified by the Addendum and Second Addendum), each party forever waives any and all right they may have to any form of alimony, including, but not limited to, temporary

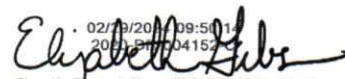
alimony, bridge-the-gap alimony, lump sum alimony, durational alimony, rehabilitative alimony, or permanent alimony, whether now or in the future.

L. The Court retains jurisdiction over the subject matter and the parties hereto for purposes of enforcement and modification of this Final Judgment of Dissolution of Marriage and to enter subsequent orders necessary to affect the terms of the Agreement, Parenting Plan, Addendum, and Second Addendum. Further, both parties are ordered to take whatever action is reasonable and necessary to carry out, and conduct themselves in a manner conducive with carrying out, the intent and purpose of this Final Judgment, including the Agreement, Parenting Plan, Addendum, and Second Addendum incorporated by reference.

M. Self-Executing Nature of Transfers. Pursuant to §61.075(4), Florida Statutes, all of the transfers or conveyances of assets reflected in the Agreement (as amended/modified by the Addendum and Second Addendum) shall be self-executing and shall have the effect of a duly-executed instrument of conveyance with regard to all said assets. Notwithstanding the foregoing, the parties agree to execute such further documents as may from time-to-time be reasonably required to evidence or effect the transfers or conveyances of assets provided for therein.

N. Restoration of Prior Name. The Wife, whose date of birth is August 18, 1970, shall have her maiden name restored to: ILKA FAWN SEPHUS.

DONE AND ORDERED in Orlando, Orange County, Florida, on February 28, 2024, *nunc pro tunc to February 1, 2024.*

02/29/2024 09:50:14
2024 FEB 29 04:15

eSigned by Elizabeth Gibson 02/29/2024 09:50:14 VVKAn1kQ

HONORABLE ELIZABETH GIBSON
CIRCUIT COURT JUDGE

State of Florida, County of Orange
I hereby certify that the foregoing is a true and correct copy of the instrument filed in this office.
Confidential or sealed items, if any, have been removed per Fla.R. Jud. Admin. 2.420
Witness my hand and official seal this 28 day of March, 2024
Tiffany Moore Russell, Clerk of the Circuit Court
By:  Deputy Clerk



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 28, 2024, a true and correct copy of the foregoing was e-filed which furnished via email to:

BENNIE LORENZO MORRIS, via counsel

ILKA FAWN MORRIS, via counsel

MELISSA NEWMONS, *Attorney for Petitioner/Husband*, via ePortal

LAUREN HEATWOLE, *Attorney for Respondent/Wife*, via ePortal