

IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT, IN AND
FOR BROWARD COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:
LYNN CONTRERAS,
Petitioner/Wife,
and
PEDRO CONTRERAS,
Respondent/Husband.

Case No.: FMCE-21-014797
Judicial ID: 40
Magistrate ID: 90
Uniform Case No.:
062021DR014797AXXXCE

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT made and entered by and between
PEDRO CONTRERAS, hereinafter referred to as the "Husband," and LYNN CONTRERAS,
hereinafter referred to as the "Wife."

WITNESSETH;

WHEREAS, the parties hereto are Husband and Wife and were married on July 18, 1998;
and,

WHEREAS, the parties have separated; and,

WHEREAS, said separation resulted from irreconcilable differences between the parties,
and they are not now living together as Husband and Wife; and,

WHEREAS, there are no children subject to this proceeding. No issue is contemplated;
and,

WHEREAS, the parties desire to define their respective obligations to each other, to
amicably resolve certain property rights and obligations arising by virtue of their marriage, and to
settle and adjust all rights and claims of inheritance, maintenance, support, and alimony, recording
their understandings and agreements in this marital settlement agreement.



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NOW, THEREFORE in consideration of the mutual covenants and conditions contained in this agreement, and in consideration of the obligations accepted by the parties, as well as other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Husband and Wife agree as follows:

1. Each party hereto is fully aware of the other party's current financial position, his or her educational background, his or her assets and liabilities, and the economic opportunities available for the other.

2. Each party hereto understands that this Marital Settlement Agreement constitutes the entire contract, settlement and agreement of the parties, and supersedes any prior understandings or agreements between them upon the subjects covered in this agreement; and there are no representations, promises, agreements or warranties other than as set forth herein.

3. The parties have read this agreement and have had its terms and consequences explained to them by their respective counsel. Both Husband and Wife believe and hereby acknowledge that this agreement is fair, just and reasonable. Each of the parties is acting without coercion or duress, and thus freely and voluntarily assents to and accepts its terms, conditions, obligations and mutual agreements; and each is executing this agreement freely and voluntarily, intending to be bound by the same.

PENDING OR IMMINENT ACTION

4. There exists an action to dissolve the parties' marriage in the Circuit Court of the Seventeenth Judicial Circuit, in and for Broward County, Florida. This agreement is intended to be a full and complete settlement of all matters arising or which could have been brought in that action, including a division of marital assets. This agreement is intended to be introduced into evidence in that dissolution of marriage action, and to be incorporated in the Final Judgment of



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Dissolution of Marriage. However, the parties do not intend for it to be merged in the final judgment, rather, they wish it to survive the judgment and be binding on the parties for all time.

EFFECTIVE DATE

5. This Agreement's effective date, after both parties execute it, is either the date the Husband or Wife executes it, whichever comes last, unless both parties execute it on the same date, in which case that date is this Agreement's effective date.

ALIMONY/SPOUSAL SUPPORT

6. The parties reciprocally waive all rights to alimony/spousal support for purposes of support, whether permanent, lump sum, bridge-the-gap, durational or rehabilitative. No alimony, for purposes of support, shall be paid from or to either spouse.

REAL PROPERTY

7. The marital residence of the parties is a single-family home located at 2120 SW 131st Terr., Davie, FL 33325.

8. The marital home located at 2120 SW 131st Terr., Davie, FL 33325, shall be sold.
The legal description of the property is:

LOT 38, EMERALD SPRINGS HOME OF DAVIE, according to the Plat thereof as recorded in Plat Book 149, Page 48, Public Records of Broward County, Florida.

9. The property has been listed for sale. The closing is already scheduled to occur.

10. The proceeds of the sale of the marital property shall be distributed as follows: (1) The Wife shall receive 35% of the net proceeds after closing costs, fees, and associated expenses, (2) then, the Wife shall receive an additional \$15,000, (3) finally, the remainder of the proceeds of the sale shall be paid to the Husband.



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11. Should the closing not proceed, the property shall again be immediately listed for sale for its fair market value. The parties shall follow the advice of an agreed upon Real Estate Agent in order to set the listing price. The parties further agree that they will accept any offer within three (3) percent of the asking price. Given the current market, so long as an offer is a cash or the buyer has been pre-approved by a qualified lender, the parties will accept the highest offer if multiple offers are pending. To be clear, the parties shall not accept any offer that requires them to act as a lender to the buyer.

12. Until such time as the home is sold, the Husband will assume and pay all mortgage indebtedness on the marital residence, as well as all utilities and bills associated therewith.

13. The parties agree for the Court to reserve jurisdiction to enforce these provisions relating to real property.

EQUITABLE DISTRIBUTION

14. Each party shall keep such automobile(s) in their possession as their sole property and each shall solely be responsible for any and all liabilities of their automobile(s). Both parties indemnify and hold the other harmless as to their sole liabilities.

15. The Husband agrees to continue to maintain and pay the Wife's automobile insurance, commensurate with the current coverage, for 8 years. The parties agree that the maximum the Husband shall pay towards the Wife's insurance shall be \$900 per year. In the event that the Husband can no longer maintain a policy for the Wife, he agrees to pay the Wife a total amount of \$900 per year until he no longer has an obligation to pay for the automobile insurance.

16. The Wife shall keep as her separate property her retirement plan, pension plan, or any other plan of any kind whatsoever for retirement or otherwise including, but not limited to, 401K plans and the Husband waives all right to such plans, if any.



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17. There exists a retirement account titled in the Husband's name, namely an Edward Jones account ending in 7713 with an approximate value of \$1,313,488.59 as of December 31, 2021. The Husband shall distribute 50% of the marital portion of the account to the Wife as equitable distribution via Qualified Domestic Relations Order ("QDRO"), subject to gains and losses. The parties agree that the marital portion is defined as beginning July 18, 1998, and ending November 10, 2021. The parties agree that the Husband's non-marital portion consists of \$69,000. The QDRO shall be prepared by Matthew Lundy, Esq. (matt@mlundylaw.com, (855) 737-6529) and the parties shall equally share in the cost of preparing said QDRO.

18. The Wife shall remain on the Delta Cobra health insurance for so long as it is available to her. There exists a Retirement Medical Account ("RMA") titled in the Husband's name. The parties agree that the Wife shall be entitled to 50% of the balance of the RMA with an approximate balance of \$120,000 as of signing this agreement. If the account cannot be divided, the Wife may use up to 50% of the balance as of signing this agreement. The Wife's health insurance premium shall be paid from the RMA for as long as the plan allows. The Husband agrees that he will not take any actions to have the Wife's health insurance prematurely terminated. The Wife agrees to hold the Husband harmless from any liability arising from her health insurance.

19. Except as provided above, the Husband shall keep as his separate property his retirement plan, pension plan, or any other plan of any kind whatsoever for retirement or otherwise including, but not limited to, 401K plans and the Wife waives all right to such plans, if any.

20. Except as otherwise provided herein, the parties hereby agree that whatever property the Wife has in her individual name or may hereafter have or acquire shall henceforth be considered and be the Wife's separate property.



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21. Except as otherwise provided herein, the parties hereby agree that whatever property the Husband has in his individual name or may hereafter have or acquire shall henceforth be considered and be the Husband's separate property.

22. The parties hereby agree that their personal property has been amicably divided between them and that whatever property is in the possession of each individual party at the time of executing this agreement shall be his or her separate and sole property.

INDEBTEDNESS

23. Upon Execution of this agreement, the Husband shall be solely responsible for and to pay the debt for any and all accounts held in his name alone and shall indemnify and hold the Wife harmless therefrom. If any action or proceeding is initiated seeking to hold the Wife liable for any of the obligations, the Husband shall defend the Wife, at his expense.

24. Upon Execution of this agreement, the Wife shall be solely responsible for and to pay the debt for any and all accounts held in her name alone and shall indemnify and hold the Husband harmless therefrom. If any action or proceeding is initiated seeking to hold the Husband liable for any of the obligations, the Wife shall defend the Husband, at her expense.

25. All jointly held credit card debt shall be cancelled no later than thirty (30) days from the execution of this settlement agreement. The parties shall assist one another in cancelling all jointly held credit/debit/ATM cards.

26. No other obligations of the parties are known to exist. Neither party shall incur any obligation for which the other is liable. Unaccounted for obligations are the responsibility of the party who incurred them. Each holds the other harmless from any liability for obligations incurred by the party except as provided under this agreement. Each party does hereby agree to seek releases for the other for any liability that the other party has assumed pursuant to this agreement. In the



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event that either party is unable to secure a release for any specific liability, the party who assumes the liability agrees to indemnify the non-assuming party from any loss, injury or damage that the non-assuming party may sustain as a result of that liability. Upon execution of this agreement, the parties shall neither contract for, nor incur any liability that obligates the other party. In the event that any third party seeks to hold one party liable for the obligation of the other, the party responsible for the liability shall indemnify the innocent party for any loss, injury, or damage. The parties agree that the assumption of liability as set forth in this section is in the nature of non-modifiable, lump sum alimony and shall not be dischargeable in bankruptcy.

ATTORNEY'S FEES AND COSTS

27. The parties shall each pay their own attorney's fees and court costs, incurred herein.


INCOME TAX RETURN FOR CURRENT AND FUTURE YEARS

28. The parties agree to file separate federal income tax returns for the calendar year 2022 and thereafter. Each party further agrees to indemnify the other party for any tax deficiency, interest assessment, or penalty that is levied against the parties as a result of an understatement of income or a disallowance of a deduction. In the event of an audit on that return, the expenses of the audit will be borne solely by the party being audited. In the event of a tax liability, the party who underpaid his/her taxes shall be solely responsible for the payment of the tax liability. Any refund received as a result of a party's tax return shall be the sole property of the party filing such return.

INDEMNIFICATION FOR PREVIOUS TAX RETURNS

29. Each party represents and warrants to the other that they have fully declared all income and properly claimed all deductions on prior federal tax returns. Neither party owes any tax, interest, or penalties for past returns, and no tax deficiency proceeding nor audit is pending or


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threatened with regard to any assessment on any prior joint return, or if a tax lien has been filed or is filed in the future, the party who first receives notice of it shall give the other immediate notice in writing. He or she will also forward copies of all papers received and all documents sent in response. The party whose income or deductions are deemed responsible for the assessment or lien shall pay the assessment or lien, together with interest and penalties, if any, as well as all expenses that may be incurred if the party decides to contest the assessment. The responsible party agrees to indemnify the other party for any loss, injury, expense, or attorney's fees incurred as a result of a lien, audit, or assessment. In the event of an audit, each party shall cooperate with the other in providing all relevant information and documents. Each party will execute any forms or documents deemed necessary by the responsible party or his or her attorney.

WAIVER OF NOTICE AND HEARING

30. This agreement may be offered in evidence by either party in any action for dissolution of marriage, and if acceptable to the court, shall be incorporated by reference in the judgment that may be rendered. However, notwithstanding incorporation in the judgment, this agreement shall not be merged in it but shall survive the judgment and be binding on the parties.

The Husband hereby waives appearance at the final hearing in this matter, provided that said judgment is strictly in accordance with this agreement.

WAIVER OF MANDATORY DISCLOSURE

31. To the extent that the parties' have not complied with Florida Family Law Rules of Procedure, rule 12.285, they waive any and all outstanding requirements of mandatory disclosure. Each party has completed the required financial affidavit.



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SEPARATION AND NON-INTERFERENCE

32. At all times after the execution of this agreement, and pursuant to the terms set forth above, including but not limited to the period during pendency of dissolution proceedings, the Husband and the Wife shall live separate and apart from each other and each shall be free from any interference, authority, or control, whether direct or indirect, by the other party to the same extent as if each were unmarried. Each party recognizes the right of the other to select his or her place of abode. Each party has the right to conduct any trade, business, or employment. Neither the Husband nor the Wife shall molest, disturb, or interfere with each other in any manner, nor shall they interfere with the peace or comfort of the other, nor attempt to resume cohabitation with the other.

GENERAL RELEASE

33. Except as otherwise provided in this agreement, each party waives any and all claims, demands, rights, title, or interest that he or she may have or hereafter acquire in any present or future asset of the other. This release includes, but is not limited to, the right to elect to take against any will or codicil of the other party; the right to share in the other party's estate; the right to act as executor, administrator, or personal representative of the other party's estate; the right to claim dower, curtesy, inheritance, descent, distribution, or any other rights or claims arising out of the marital relationship; the right to share in any pension or retirement benefits of the other; and the right to share in any litigation awards or proceeds the other may receive. This release is binding on the executors, administrators, personal representatives, heirs and assigns of each of the parties.



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FULL AGREEMENT

34. Each party agrees that this agreement constitutes the entire marital settlement agreement of the parties. This agreement supersedes any prior understandings or agreements between them, whether or not the matters were covered in this agreement. No representations or warranties exist other than those set forth herein. The parties acknowledge that this agreement constitutes the full, complete, and final settlement of all alimony rights, property rights, liabilities, and other responsibilities between the parties. This agreement is a full, complete, and final settlement of all claims of any nature whatsoever that either party may have against the other, now or in the future, except as expressly provided for herein.

RECONCILIATION

35. The parties recognize the possibility of a reconciliation or a brief period of time that they may resume marital relations. However, it is their intention that a reconciliation in no way shall abrogate or affect the provisions of this agreement concerning the settlement and disposition of property rights between the parties in their respective realty and personalty as set forth in this agreement.

REPRESENTATION

36. Both parties acknowledge that they have been encouraged to, and have had the opportunity to, seek separate and independent legal advice regarding their rights before signing this agreement. The parties hereto acknowledge that they have received individual legal advice, or have elected not to acquire same for himself/herself, and that they understand the facts about this Agreement, and have been informed about his or her legal rights and obligations. Dania Viñuela, Esquire is representing the Husband, and Jean Richardson, Esquire is representing the Wife. Both parties acknowledge that they are satisfied with the legal advice from their respective attorneys.



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ASSURANCES

37. Each party shall perform all acts and sign whatever documents are necessary to effect the transfers of real and personal property; apportion or retitle banking accounts; execute quit claim deeds; etc., as described within this agreement in a timely and expeditious fashion.

GOVERNING LAW

38. The parties agree that this stipulation and agreement is to be construed according to the law of the state of Florida, United States of America, as it relates to interpretation and performance, as the law exists on the date of execution.

ACCEPTANCE

39. Each party acknowledges that the provisions of this agreement for their support and maintenance are fair, adequate, and satisfactory to them, and in keeping with their accustomed standards of living and their reasonable requirements. Each party accepts these provisions in full and final settlement and satisfaction of all claims and demands for child custody, visitation, and support, or for any other provision for support and maintenance, and fully discharges each other from all such claims and demands except as provided in this agreement.

DOCUMENTS

40. Each party agrees that he or she shall promptly sign, execute, and deliver any and all documents, instruments, and papers that may be requested, required, or necessary to fulfill the terms of this agreement or to record it. In the event that either party is unavailable, unable, or unwilling to execute any document which the other requests, requires or deems necessary to accomplish the provisions and intent of this agreement, each party by this agreement appoints his or her attorney of record to serve as an attorney-in-fact to execute any of the above-stated documents.



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REPRESENTATIONS

41. The parties represent to each other that:
- (a) Each party fully understands the facts as to his or her legal rights and obligations. Each is signing the agreement freely and voluntarily, intending to be bound by it.
 - (b) Each party has made a full disclosure to the other of his or her assets and current financial condition.
 - (c) Each party understands and agrees that this agreement constitutes the entire contract between the parties and supersedes any prior understanding or agreement. There are no representations or warranties other than those set forth in this agreement.
 - (d) Each party is aware of the law of Florida with respect to the power of the court under certain conditions to modify the terms of this agreement, particularly with reference to matters of child custody and support.
 - (e) Each party has given careful and mature thought to the making of this agreement.
 - (f) Each party has carefully read each provision of this agreement.
 - (g) Each party fully and completely understands each provision of this agreement, both as to the subject matter and legal effect.

FAILURE TO ENFORCE

42. The Failure of a party to insist on strict performance of any provision of this agreement shall not be a waiver of any other or any subsequent breach of this agreement.

TAX ADVICE CLAUSE

43. The parties hereby acknowledge and agree that each has had the opportunity to retain his or her own accountants, certified public accountants, tax advisors, or tax attorney with



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reference to the tax implications of the agreement. Both parties acknowledge that neither has relied upon the tax advice that may or may not have been given by their respective attorneys who have represented them. Both parties acknowledge that each has been advised by their respective attorney to seek his or her own independent tax advice by retaining an accountant, certified public accountant, tax attorney, or tax advisor with reference to the tax implication involved in the agreement. Further, the parties acknowledge and agree that their signatures on the agreement serve as their acknowledgment that they have read this particular paragraph and have had the opportunity to seek independent tax advice.

AUTHORSHIP

44. This agreement shall be construed as having been jointly drafted by both parties.

SEVERABILITY

45. The agreement is severable. If any portion of this agreement is held illegal, unenforceable, void, or voidable by any Court, each of the remaining terms hereof shall nevertheless remain in full force and effect as a separate contract. This agreement shall be deemed modified and amended to the extent necessary to render it valid and enforceable.

ENFORCEABILITY OF AGREEMENT

46. Both parties agree that the court granting a final judgment between the parties may, at the request of either party, reserve jurisdiction for the purpose of compelling either party to perform this agreement, or any part of it, and to otherwise enforce the provisions contained in it. In the event of an enforcement proceeding, the prevailing party shall be entitled to attorney's fees.



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MODIFICATION OR AMENDMENT

47. No addendum, modification, or waiver of any of the terms of this agreement shall be effective, unless in writing, signed by both parties, and executed on the same manner as this agreement.

DEFAULT OR WAIVER

48. No waiver of any breach of the terms of this agreement shall be deemed to be a waiver of any subsequent breach of the same or similar nature. No waiver of any rights created by this agreement shall be deemed to be a waiver for all time of those rights, but shall be considered only as to the specific event surrounding that waiver.

HEADINGS

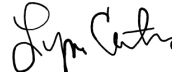
49. The parties agree that the various titled headings to the paragraphs and subparagraphs to this settlement agreement are for the convenience of the parties only, and are not binding as to the interpretation of this agreement. The entire agreement is to be read in its totality, to give effect to the parties' intent in settling their dissolution action.

Dated: 12 / 08 / 2022

Dated: 12 / 08 / 2022



PEDRO CONTRERAS, Husband



LYNN CONTRERAS, Wife



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SIGNED

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The document has been completed.