

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

IN RE: THE MARRIAGE OF:

ANGELA D. RIGDON,
Petitioner/Wife,

CASE NO. 2019-DR-11106
DIVISION 31

and

JONATHAN A. RIGDON,
Respondent/Husband.

_____ /

MEDIATED MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 18th day of February, 2021 between Husband, JONATHAN A. RIGDON, and Wife, ANGELA D. RIGDON:

W I T N E S S E T H:

WHEREAS, the parties attended mediation on February 18, 2021, with mediator Paul Newnum, Esq., whereby they have resolved all of their issues now pending in the above-styled case and as set forth in this Agreement;

WHEREAS, the parties are now Husband and Wife, having been lawfully married to each other on May 18, 2011; and

WHEREAS, unhappy matrimonial differences have arisen between them by reason of which they are now living separate and apart from each other; and

WHEREAS, both parties have given much thought and careful consideration to a settlement of these differences and have determined that they are irreconcilable; and

WHEREAS, it is the desire and intention of the parties that their relations, with respect to property and financial matters, be finally fixed by this Agreement in order to effect an orderly division of property between the Husband and Wife and to determine in all respects and for all purposes and demands in such a manner that any action with respect to the rights and

_____ Husband

DS

_____ Wife

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obligations, past, present, or future, of either party with respect to the other, be finally and conclusively settled and determined by this Agreement; and

WHEREAS, there has been one child born of this marriage: A.B.J.R. born December 5, 2016; it is the further purpose of this Agreement to provide for the future care and support of said child.

NOW THEREFORE, in consideration of the premises and the mutual promises and undertakings herein contained, and for other good and valuable considerations, the parties agree:

PARENTING PLAN

1. The parties have entered into a *Parenting Plan* dated March 12, 2020 which is incorporated by reference herein. The parties expressly agree to abide by the terms of the *Parenting Plan*.

2. In addition to the Parenting Plan, the parties agree that Qina Morgan shall be allowed to facilitate/participate in timesharing exchanges with the minor child, as needed, so long as Qina Morgan does not have to return to work after any pick-up.

3. Further, the Father shall be allowed to take vacation with the minor child beginning March 16, 2021 – March 21, 2021 to Mississippi. The parties agree that the Mother shall be allowed to have three and a half (3) 1/2 make-up days for the missed time within four (4) weeks (either before or after) Father’s vacation.

CHILD SUPPORT

4. The Husband shall pay to the Wife the sum of \$450.00 per month for the support and maintenance of the minor child of the parties. Said child support payments shall be delivered directly to the Wife beginning no later than March 1, 2021, and the Husband shall continue to deliver the payments to the Wife no later than the 1st day of every month thereafter until a Final

_____ Husband

 Wife

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Judgment is entered directing such payments to be made to the Clerk of the Court or the State of Florida Disbursement Unit. Thereafter, said payments shall be delivered to the Clerk of the Court or the State of Florida Disbursement Unit (whichever is required) no later than the 1st day of each and every month and a like sum no later than the 1st day of each and every month thereafter until the child marries, becomes self-supporting, dies, enters military service, permanently departs the residence of the Wife, or reaches the age of eighteen, whichever event first occurs. However, if said child support has not terminated for other reasons mentioned herein and if the child is between the age of eighteen and nineteen and is still in high school performing in good faith with a reasonable expectation of graduation before the age of nineteen, said child support shall continue until said child graduates from high school or reaches the age of nineteen, whichever event first occurs.

5. The child support described herein shall cease automatically, and without the necessity of a Court order, when the duty for paying child support ends as set forth above.

DEPENDENCY EXEMPTION AND INCOME TAX CREDITS

6. The Wife shall receive the tax exemption for the minor child every year until the child is no longer dependent or reaches the age of majority.

WAIVER OF SUPPORT AND INTEREST

7. Each party specifically and unequivocally waives any and all entitlement to any form of alimony, be it retroactive, temporary, bridge-the-gap, durational, permanent periodic, rehabilitative, or lump sum. Both the Husband and the Wife recognize that they shall not now or in the future receive support or alimony payments of any type, including but not limited to retroactive, temporary, permanent, durational, rehabilitative, bridge-the-gap or lump sum alimony, from the other and specifically waive the same.

____ Husband


____ Wife

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8. Further, neither party will seek compensation from or any interest in, the salary, awards, winnings, investment incomes, gifts, inheritance, retirement benefits, or military benefits of the other, now or in the future, and specifically waive the same, except as specifically set forth herein.

INCOME WITHHOLDING ORDER

9. An Income Withholding Order for the payment of child support shall be entered simultaneously with the entry of the Final Judgment in this action. However, the parties further agree that it is in the best interests of the child that the Income Withholding Order not be effective and that the Wife not serve the Income Withholding Order on the Husband's employer until and unless the Husband becomes delinquent in the payment of child support by one month or more.

PAYMENT THROUGH THE FLORIDA DISBURSEMENT UNIT – ORANGE COUNTY

10. The child and spousal support payments described above shall be made directly to the Wife until a Final Judgment is entered in Orange County, Florida, directing such payments to be made to the State of Florida Disbursement Unit. Thereafter, said payments, plus the sum of FOUR PERCENT (4%) of each payment or FIVE DOLLARS AND TWENTY-FIVE CENTS (\$5.25) , with a minimum of \$1.25 and a maximum of \$5.25 (which assessment might be changed from time to time), shall be paid by the Husband to the State of Florida Disbursement Unit, P.O. Box 8500, Tallahassee, Florida, 32314-8500. The Unit shall promptly remit said monies to the Wife. Said payments, plus costs, are to be made by either personal check, money order, cashier's check, or certified check. Written notice of any changes in mailing or residence address will be filed with the Clerk of the Court and the State of Florida Disbursement Unit within five (5) days from said change, and copies of said notices will be served on the other

_____ Husband

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party.

CHANGE IN SUPPORT DUTIES

11. The parties agree that if support payments are being paid through the Clerk of the Court or the State of Florida Disbursement Unit and/or by Income Withholding Order, the parties shall file the appropriate paperwork to inform the Clerk of the Court or the State of Florida Disbursement Unit and/or the Husband's employer of any change in the parties' respective support duties within 15 days of the change.

HEALTH CARE AND MEDICAL INSURANCE

12. The Husband shall maintain hospitalization, doctor, dental, and medical insurance coverage in the same amounts and coverage as are presently in existence, or its equivalent, for the minor child, so long as such insurance is reasonably available through his employment and said child shall be entitled to support. The cost of said insurance, and credit to the Father for initially paying for said insurance, shall be calculated into the child support amount.

13. The party providing the child's health insurance agrees to provide to the other party all insurance identification cards, claim forms, and any other documents needed by the other party in order to fully utilize the provisions of this section, and upon a reasonable request by the other party, the party providing the child's health insurance agrees to supply to the other party all the necessary information and documents in order for the other party to verify that the provisions of this paragraph are being complied with. The party providing the child's health insurance further agrees to authorize the medical insurance company to notify the other party if the provisions of this section are not being complied with and further supply the other party directly with any information for the other party to verify that this paragraph is being complied with. Both parties agree to fully cooperate in performing all those acts and executing all those

_____ Husband

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documents necessary to facilitate the use of said medical insurance by the other party.

14. The parties agree that the Wife shall pay 40% and the Husband shall pay 60% for all hospitalization, doctor, medical, orthodontia and dental and similar expenses for the child not covered by insurance, including insurance co-pays and deductibles.

15. Each parent further shall consult with the other parent as to the necessity and desirability of all non-emergency medical procedures. The parties shall, in good faith and with the best interests of the child in mind, attempt to jointly agree on the necessity and desirability of such procedure prior to the procedure. Neither parent will be responsible for uncovered, elective medical expenses without his or her express agreement that the uncovered, elective procedure is necessary and desirable or an order of the court. Both parties shall make every reasonable attempt to have all medical expenses of the child paid by the child's medical insurance to the highest extent possible. The parties agree that except in the case of a genuine emergency, no "out-of-network" health care costs will be incurred, unless the parties mutually agree in advance. Except in the case of an emergency, if either the Husband or the Wife unilaterally incurs an "out-of-network" expense without the advance agreement of the other party, then he or she shall be unilaterally responsible for such expense and shall hold the other harmless for the same.

16. If one party initially pays more than his or her share (as defined above) of any hospitalization, doctor, medical, orthodontia and dental and similar expenses not covered by said insurance, including insurance co-pays and deductibles, the one party shall provide to the other party a copy of the bill, invoice, or other indication of payment due within 30 days of the one party's receipt of such indication of payment due, or forfeit payment for same. The other party who owes the reimbursement shall remit his or her share (as defined above) of said uncovered expense to the paying party within 30 days of his or her receipt of the bill, invoice, or

_____ Husband

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other indication of payment from the first party. Neither party shall incur a charge over \$200.00 without the consent of the other party, except in the case of an emergency.

17. All payments required in this section for the benefit of the child shall be deemed child support for enforcement purposes.

EQUITABLE DISTRIBUTION OF REAL PROPERTY

18. The Husband shall have exclusive use, possession, and ownership of the marital home located at 4758 Halliday Lane, Orlando, Florida 32810. The Wife agrees to sign the Quit Claim Deed no later than 10 days after the Husband's attorney presents her with the Deed to convey to the Husband all of her right, title, and interest in and to said marital home, which is more fully described as follows:

The North 150 feet of the East 65 feet of the West 465 feet of the South ½ of the Northwest ¼ of the Southwest ¼ (less road on North), in Section 32, Township 21 South, Range 29 East, Orange County, Florida

Beginning on the date of the signing of this Agreement, the Husband shall be responsible for all mortgage payments, taxes, assessment payments, maintenance fees, and insurance on said property and to promptly pay the same when due and to be responsible for all maintenance, upkeep, repairs, and all other debts and obligations involving said property. The Husband agrees to hold the Wife harmless in regard to all financial and legal obligations involving said property, and if the Wife does incur any costs or expenses in regard to the same, the Husband shall reimburse her for said costs and expenses, including attorney's fees and Court costs. The Wife agrees to transfer to the Husband any interest which she might have in any escrow account involving the property (including utilities, telephone, and taxes), as well as any interest she might have in any presently existing homeowner's insurance or other insurance involving said property, as of this date. The Wife will not be responsible for any shortage, nor does she have any claim to

_____ Husband

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 Wife

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any excess in the accounts. The Wife further agrees to deliver to the Husband the abstracts, deeds, notes, mortgages, if any, and all other documents and instruments of any kind or nature in her possession involving said property immediately upon the execution of this Agreement. The Wife warrants and guarantees to the Husband that to her knowledge she has not caused said property to be encumbered in any way, and she knows of no other encumbrances on said property other than as previously disclosed to the Husband, and she further agrees that she shall not now or in the future cause said property to be further encumbered.

19. Each party shall be allowed to claim any United States Income Tax deduction originating from the interest and property tax payments on the marital home to the extent that each party actually made such payments from his or her own financial resources.

NO TITLE EXAMINATION

20. The parties have requested that no title examination be made as to the ownership interest anyone may have in and to the real and personal property referenced in this Agreement. The attorneys for the respective parties hereto are released and indemnified for any errors therein contained, and have only included the information given to them by the parties without making representation as to the accuracy thereof.

EQUITABLE DIVISION OF OTHER MARITAL ASSETS

21. It is agreed and understood between the parties that they have made a just division of their personal effects, clothing, household furniture, furnishings, and equipment, except as may be otherwise specifically stated herein, and that such property shall constitute the sole and exclusive property of the party in possession of any such asset.

22. As part of the equitable distribution of the assets acquired during the marriage, **the Wife** has received or shall receive the following free and clear of any right, title, interest or

____ Husband

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Wife

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claim of the Husband:

a. All savings, checking, and investment accounts in the **Wife's** sole name, except as otherwise specifically provided herein;

b. All retirement, savings plans, or other similar plans, including but not limited to any and all IRA's, SEP, pension, deferred annuities, severance programs, savings, 401K, stock ownership, stock options, stock purchase, military retirement, or other similar plans in the **Wife's** name, or connected with the **Wife's** employment or military service, past, present, and future, except as otherwise specifically provided herein. If there are any loans or liens against or associated with such plans, the Wife shall be solely responsible for the same and shall hold the Husband harmless thereon;

c. The **2010 Chevy Cobalt** presently in the possession of the Wife shall constitute the sole and exclusive property of the Wife and the Husband hereby relinquishes all right, title, and interest he may have therein. It is understood that immediately upon the signing of this Agreement the Wife shall be responsible for all insurance, maintenance, upkeep, and repairs of said motor vehicle, and for all legal liability or responsibility associated with the vehicle. The Wife further agrees to hold the Husband harmless in regard to all of said payments, and to any liability or legal responsibility associated with said vehicle, and if the Husband does incur any costs or expenses in regard to the same as a result of the Wife's failure to do so, the Wife shall reimburse the Husband for said costs and expenses, including attorney's fees and Court costs. The Husband agrees to immediately turn over to the Wife any keys to, or documents regarding, this vehicle that are in his possession or under his control.

23. As part of the equitable distribution of the assets acquired during the marriage, **the Husband** has received or shall receive the following free and clear of any right, title, interest

_____ Husband

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or claim of the Wife, to-wit:

a. All savings, checking, and investment accounts in the **Husband's** sole name, except as otherwise specifically provided herein;

b. All retirement, savings plans, or other similar plans, including but not limited to any and all IRA's, SEP, pension, deferred annuities, severance programs, savings, 401K, stock ownership, stock options, stock purchase, military retirement, or other similar plans in the **Husband's** name, or connected with the **Husband's** employment or military service, past, present, and future, except as otherwise specifically provided herein. If there are any loans or liens against or associated with such plans, the Husband shall be solely responsible for the same and shall hold the Wife harmless thereon;

c. The **2011 Toyota Camry** presently in the possession of the Husband shall constitute the sole and exclusive property of the Husband and the Wife hereby relinquishes all right, title, and interest she may have therein. It is understood that immediately upon the signing of this Agreement the Husband shall be responsible for all insurance, maintenance, upkeep, and repairs of said motor vehicle, and for all legal liability or responsibility associated with the vehicle. The Husband further agrees to hold the Wife harmless in regard to all of said payments, and to any liability or legal responsibility associated with said vehicle, and if the Wife does incur any costs or expenses in regard to the same as a result of the Husband's failure to do so, the Husband shall reimburse the Wife for said costs and expenses, including attorney's fees and Court costs. The Wife agrees to immediately turn over to the Husband any keys to, or documents regarding, this vehicle that are in her possession or under her control.

EQUITABLE DISTRIBUTION EQUALIZING PAYMENT

24. As equitable distribution of property only and not as alimony or spousal support,

____ Husband

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the Husband shall pay to the Wife the sum of \$12,500.00 from his 401(k) via QDRO, described more fully herein.

25. This equalizing payment is not includable as income by the Wife nor is it deductible by the Husband for income tax purposes.

SELF-EXECUTING NATURE OF TRANSFERS

26. Pursuant to §61.075(4), Florida Statutes, all of the transfers or conveyances of assets reflected in this Agreement shall be self-executing and, when incorporated by reference into the Final Judgment, this document 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 herein.

QUALIFIED DOMESTIC RELATIONS ORDERS

27. If a Qualified Domestic Relations Order (QDRO), or its functional equivalent, is necessary to transfer ownership of any profit sharing, 401K, pension, retirement, or similar plans, each party agrees to cooperate in obtaining the Qualified Domestic Relations Order as may be reasonably required by the Plan Administrator, or the drafter of the Qualified Domestic Relations Order, including executing necessary documents and Qualified Domestic Relations Orders (or non-ERISA equivalent type document), and any revisions of the same, within Ten (10) days of receipt.

28. The parties agree that the Husband will pay for the cost of preparation of such Qualified Domestic Relations Order and any associated administrative fee charged by the Plan.

29. Any transfer of IRA funds between the parties that is required to carry out the intended equitable distribution of marital assets set forth in this Agreement is required as part of

____ Husband

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the property settlement and is intended to be tax-free under Internal Revenue Code Section 408(d)(6).

EQUITABLE DIVISION OF THE MARITAL LIABILITIES

30. The parties recognize and understand that this Agreement does not have any effect on their liabilities to any third-party creditors. It is understood that even though one of the parties might agree to be solely responsible for a joint debt, this does not relieve the other party's obligation to a third-party creditor in the event the debt is not actually satisfied by the party assuming the total responsibility for the debt.

31. The Wife covenants and represents that she has not incurred or contracted, nor will she hereinafter incur or contract any debt, charge, or liability whatsoever to which the Husband, his legal representative or his property or estate may become liable, other than as provided for in this Agreement. The Wife further covenants to keep the Husband free and harmless of, and to indemnify him from, any and all unpaid debts, charges, or liabilities previously or hereafter contracted by her or for the account of any other person, except as provided for in the Agreement, including attorney's fees and costs for enforcement of this provision.

32. The Husband covenants and represents that he has not incurred or contracted, nor will he hereinafter incur or contract any debt, charge, or liability whatsoever to which the Wife, her legal representative or her property or estate may become liable, other than as provided for in this Agreement. The Husband further covenants to keep the Wife free and harmless of, and to indemnify her from, any and all unpaid debts, charges, or liabilities previously or hereafter contracted by him or for the account of any other person, except as provided for in the Agreement, including attorney's fees and costs for enforcement of this provision.

_____ Husband

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33. Other than as set forth specifically herein, each party agrees to assume full financial and legal responsibility for any and all debts and liabilities owed or incurred by him or her, including any obligation assigned to him or her under this agreement, and for any debt or financial or legal obligation associated with any asset that he or she may now own, or that is assigned to him or her under this agreement, or that he or she might acquire in the future as his or her separate property, and shall hold the other harmless in regard to the same, and will indemnify the other for any costs or expenses which the other might incur in regard to the same, including attorney's fees and costs for enforcement of this provision.

34. Except for obligations set forth herein or obligations secured by assets obtained or retained by the parties under this Agreement, no other joint obligations of the parties are known to exist. If a past obligation is discovered, the party who incurred it shall be responsible for its payment and hold the other harmless from any liability therefore.

ATTORNEY'S FEES AND COSTS

35. Each of the parties hereto agrees to pay his or her own attorney's fees, costs, and suit money and interest thereon in connection with this pending dissolution of marriage action.

36. The parties further agree that the non-breaching party in any enforcement action shall receive from the breaching party all of the reasonable attorney's fees and court costs, including those incurred in mediation, arbitration and/or through litigation. These attorney's fees and court costs shall be in addition to any other damages that said non-breaching party shall be entitled to recover as a result of either party failing to comply with the provisions of this Agreement.

DISCLOSURE

37. The parties have reviewed the financial information which each of them feels is

_____ Husband

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necessary to evaluate this agreement and they are each satisfied with the information and knowledge that they have regarding all issues of this case. Any further discovery is waived.

REPRESENTATION

38. Each of the Parties represents that he or she is of sound mind and is healthy. Each party represents to the other that he or she has read this instrument and has had independent legal advice by counsel of his or her own selection in the negotiations of this Agreement and each is signing this Agreement freely and voluntarily, intending to be bound by it. The provisions of this Agreement and its legal effect have been fully explained to the parties by their respective counsel or each of the parties represents he or she fully understands the provisions of this Agreement and its legal effect; each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and that it is not the result of any duress, intimidation, or undue influence. This Agreement is being entered into for the best interest of the Parties and their child.

39. The Husband acknowledges that he is represented by Amber S. Hilterbran, Esq. of Cordell Law, LLP and has been advised concerning his rights and obligations under this Agreement. He acknowledges that his attorney is not an insurer of the terms and conditions of the Agreement and is not an insurer that the Wife will comply with the provisions of the Agreement. The Husband represents that he is fully satisfied with his attorney in all respects, including the amount charged for services and costs in connection with this case.

40. The Wife acknowledges that she is represented by Kene H. Anusionwu, Esq. of Law Offices of K.H.A. and has been advised concerning her rights and obligations under this Agreement. She acknowledges that her attorney is not an insurer of the terms and conditions of the Agreement and is not an insurer that the Husband will comply with the provisions of the Agreement. The Wife represents that she is fully satisfied with her attorney in all respects,

_____ Husband

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_____ Wife

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including the amount charged for services and costs in connection with this case.

MISCELLANEOUS

41. The parties shall not disparage or harass, nor allow or encourage any third party to disparage or harass, the other party. The parties shall not, or allow or encourage any third party to do so, post or place now or in the future any negative, harassing, or derogatory (or the like) statements, photographs, postings (or the like) regarding the other party on any social or electronic media, including but not limited to emails, text messages, Facebook, Twitter, Instagrams (or the like which now exist or such like methods which may exist in the future).

42. The parties recognize the possibility of a reconciliation. It is their intention that a reconciliation, temporary or permanent, or a further separation after any reconciliation, in no way shall abrogate or affect the provisions of this Agreement concerning the settlement or disposition of alimony, support, or property rights between the parties in their respective realty and personalty as set forth in this Agreement.

43. The term "dissolution of marriage" shall be deemed to include the term "divorce" or any other term used by other jurisdiction which effectuate the termination of the Bonds of Matrimony.

44. The terms and provisions of this Agreement shall constitute a stipulation in this action for dissolution of marriage between the parties and shall be offered in evidence in said action, and if acceptable to the Court, this Agreement shall be incorporated by reference in the final judgment, and the parties shall be ordered to comply with all terms of said Agreement, and the final judgment shall recite that the Court shall retain jurisdiction of the parties to see that they do comply with the terms of this Agreement.

45. The obligations and covenants of this Agreement shall survive any judgment of

____ Husband

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dissolution of marriage and shall not merge therein, and this Agreement may be enforced independent of such judgment.

46. By execution of this Agreement, each party consents to the entry of a Final Judgment approving, ratifying, and adopting this Agreement as the order of the Court and each does hereby consent to the entry of such Final Judgment, after approval of the form of the Final Judgment and after receipt of the notice of the hearing for the entry of the Final Judgment. If either party opposes the entry of the Final Judgment without cause, that party shall pay all of the other party's reasonable attorney's fees and costs caused by said opposition.

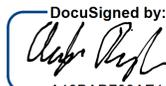
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth above.

By signing under oath below, each party swears or affirms that the information contained in this document is true and accurate and is signing freely and voluntarily, intending to be bound by this Agreement.

Signed, sealed, and delivered in the presence of:

JONATHAN A. RIGDON, Husband

DATE

DocuSigned by:


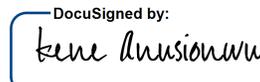
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ANGELA D. RIGDON, Wife

DATE

Amber S. Hilterbran, Esq.
FBN: 117758
Attorney for Husband

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Kene H. Anusionwu, Esq.
FBN: 0111341
Attorney for Wife