

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT,
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
FAMILY LAW DIVISION

Case No.: 24-DR-015520

Division: E

IN RE: The Marriage of

KRISTOFER KINNEAR,
Petitioner/Husband,

and

CHRISTINA KINNEAR,
Respondent/Wife.

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE came before the Court upon the Petition for Dissolution of Marriage filed by the Husband. After taking jurisdictional testimony of the parties on February 4, 2025, and other evidence in open Court and reviewing the Court file, the Court FINDS as follows:

1. The Court has jurisdiction of the parties and the subject matter herein.
2. The Petitioner has been a resident of the State of Florida for at least six (6) months prior to the filing of the Petition for Dissolution of Marriage.
3. Irreconcilable differences exist and have caused the irretrievable breakdown of the marriage, and all efforts and hope of reconciliation would be impracticable and not in the best interests of the parties.
4. The parties' have two children born unto the union who have reached the age of majority. No other children are in the process of being adopted, and no children are expected.
5. On March 10, 2025, the Parties executed a Marital Settlement Agreement, hereto referred to as the "Agreement." A true and correct copy of the Agreement is attached hereto and incorporated herein as Exhibit "A." The Agreement was entered into voluntarily by each party

and has been filed of record and introduced into evidence in this cause. Pursuant to the terms of the Agreement, the Parties have equitably distributed all of their marital assets and liabilities and resolved all issues related to the dissolution of their marriage, and the terms of the Marital Settlement Agreement are in the best interests of the parties.

6. The Court finds that the parties have the present ability to pay support as agreed to in the Agreement.

IT IS, therefore, ORDERED and ADJUDGED as follows:

A. The parties are awarded Judgment for Dissolution of Marriage, and the bonds of matrimony existing between Kristofer Kinnear (hereinafter referred to as "Husband") and Christina Kinnear (hereinafter referred to as "Wife") are hereby dissolved.

B. The Marital Settlement Agreement of the parties, attached hereto as Exhibit "A" and incorporated herein by reference for all purposes, is approved and expressly made a part of this Final Judgment for Dissolution of Marriage, and all of the terms and provisions of said Agreement are RATIFIED, CONFIRMED, and ADOPTED as Orders of this Court to the same extent and with the same force and effect as if its terms and provisions were set forth verbatim in this Final Judgment, and the parties are ORDERED to comply with the terms and provisions of said Agreement.

C. Each party shall (a) provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Final Judgment and the Agreement, and (b) timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Final Judgment or the Agreement.

D. Any right, claim, demand, or interest of the parties in and to the property of the other,

whether real, personal, or mixed, of whatever kind and nature and wherever situated, including but not limited to homestead, succession and inheritance arising out of the marital relationship existing between the parties hereto, except as expressly set forth or arising out of said Agreement, is forever barred and terminated.

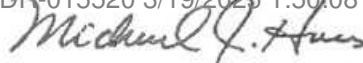
E. Both parties waive any and all rights to all forms of alimony including but not limited to permanent, durational, rehabilitative, bridge-the-gap, lump-sum and temporary alimony, now and forever. The parties agree that this is a final resolution of the alimony issue and understand that this waiver is non-modifiable and for all times. This is an irrevocable waiver of any and all rights to subsequently petition the Court for any modification of alimony.

F. Each Party shall be responsible for his/her own attorneys' fees and costs. If either party seeks enforcement of this Agreement and prevails, then he or she shall be entitled to an award of attorney's fees and costs for having to bring the enforcement action.

G. The Court expressly retains jurisdiction of this cause for the purpose of enforcing, construing, interpreting, or modifying the terms of this Final Judgment and the terms of the Marital Settlement Agreement entered into by the parties herein.

DONE AND ORDERED at Tampa, Hillsborough County, Florida on the 19th day of
March, 2025.

24-DR-015520 3/19/2025 1:50:08 PM



24-DR-015520 3/19/2025 1:50:08 PM
Judge Michael J. Hooi

The Honorable Michael J. Hooi, Circuit Judge

Copies to:

Mara Shaughnessy, Esquire
mara@marashaughnessy.com
Attorney for Petitioner

Christina Kinnear, Respondent
camkin822@yahoo.com

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 promises and mutual covenants, promises and undertakings herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged between the Parties, and said Parties have agreed and do hereby agree as follows:

A. ALIMONY: Both parties waive any and all rights to all forms of alimony including but not limited to permanent, durational, rehabilitative, bridge-the-gap, lump-sum and temporary alimony, now and forever. The parties agree that this is a final resolution of the alimony issue and understand that this waiver is non-modifiable and for all times. This is an irrevocable waiver of any and all rights to subsequently petition the Court for any modification of alimony.

B. FEDERAL INCOME TAX: For the 2025 tax year and each year thereafter, the Parties shall file separate income tax returns.

Prior Tax Liability: Each party represents and warrants to the other that they have fully declared all income and property claimed on federal tax returns prior to 2025. Neither party owes any tax, interest, or penalties on past returns, and no tax deficiency proceeding or audit is pending or threatened with regard to any such return. In the event that there is an audit or deficiency 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 that 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

- 2 -

Husband KTK Wife CK

providing all relevant information and documents. Each party will execute any forms or documents deemed necessary by the responsible party or his or her tax advisors, however that party shall have the option to consult with independent counsel and/or tax advisor.

C. **REAL PROPERTY- MARITAL RESIDENCE:** The Parties are owners of the real property located at 9301 Sunnyoak Drive, Riverview, Florida 33569 (hereinafter referred to as the "Marital Residence"). The parties are performing minor repairs at the marital residence with the assistance of a HELOC that has already been applied for. The parties shall equally share any minor repairs necessary for the sale of the house. Upon completion of the repairs, the party shall list the home for sale with an agreed upon realtor. Upon the sale of the home, the parties shall equally share the proceeds of the home after paying off the Chase mortgage with an approximate balance of \$80,000.00 and the HELOC that will be utilized for the repairs.

D. **MOTOR VEHICLES:**

(1) The Wife shall retain the 2014 Kia Sportage which is titled solely in her name and is paid in full. The Husband waives any right, title and interest he may have in and to said vehicle, and the Wife shall hold harmless and indemnify the Husband from any and all liability pursuant to any action taken by any creditor to enforce any expenses or encumbrances related to said vehicle. The Wife shall be responsible for all additional expenses regarding said vehicle, including but not limited to insurance, repairs and maintenance. The Husband shall, if necessary, transfer title to the Wife within 30 days following the full execution of this Agreement.

(2) The Husband shall retain the 2019 Nissan Rogue which is titled solely in his name, with a loan balance of approximately \$10,000.00 to PNC Bank. The Wife waives any right, title and interest she may have in and to said vehicle, and the Husband shall hold harmless and indemnify the Wife from any and all liability pursuant to any action taken by any creditor to enforce any expenses or encumbrances related to said vehicle. The Husband shall be responsible for all additional expenses regarding said vehicle, including but not limited to loan payments, insurance, repairs and maintenance. If necessary, the Wife shall transfer title to the Husband within 30 days following the full execution of this Agreement.

E. **HOUSEHOLD CONTENTS AND PERSONAL EFFECTS:** By this Agreement, the Parties agree that they have divided their personal property and household effects

- 3 -

Husband KSK Wife CK

between themselves so that each is satisfied with the property in their care, custody and control. The parties agree that the Husband shall receive as his sole property, all of the miscellaneous tools in the garage.

F. **SECURED AND UNSECURED DEBTS:** The Wife shall be solely responsible for the following unsecured debts and shall hold harmless and indemnify the Husband from any and all liability pursuant to any action taken by any creditor to enforce any expenses or encumbrances related to said debt(s):

- a. The Wife's Credit One Visa ending in 1256 with an approximate balance of \$1,860.00.
- b. The Wife's Credit One Visa ending in 5159 with an approximate balance of \$1,169.00.
- c. The Wife's BOA Visa ending in 2323 with an approximate balance of \$5,390.00.
- d. The Wife's Capital One Mastercard ending in 0953 with an approximate balance of \$ 2,443.00.
- e. The Wife's Quicksilver Mastercard ending in 4959 with an approximate balance of \$667.00.
- f. The Wife's Best Buy card ending in 3924 with an approximate balance of \$3,565.00.
- g. The Wife's Amazon card ending in 1521 with an approximate balance of \$1,178.00.
- h. The Wife's Beall's credit card ending in 6999 with an approximate balance of \$391.00.
- i. The Wife's Sam's Synchrony ending in 9054 with an approximate balance of \$2,317.00.

The Husband shall be solely responsible for the following unsecured debts and shall hold harmless and indemnify the Wife from any and all liability pursuant to any

- 4 -

Husband KTK Wife CK

action taken by any creditor to enforce any expenses or encumbrances related to said debt(s):

- a. The Wife's Lowes Synchrony ending in 1829 with an approximate balance of \$449.00.
- b. The Wife's FTI Finance used for the A/C with an approximate balance of \$3,924.00.
- c. The Wife's Pep Boys Synchrony card ending in 6949 with an approximate balance of \$1,297.00.
- d. The Wife's Care Credit Synchrony ending in 6949 with an approximate balance of \$6,145.00.
- e. The Husband's Chase Mastercard ending in 3632 with a zero balance.
- f. The Husband's Citibank Mastercard ending in 1818 with a zero balance.
- g. The Husband's Discover Card ending in 5659 with an approximate balance of \$7,500.00.
- h. The Husband's BOA Mastercard ending in 5014 with a zero balance.

Any debts that the Husband has or may have incurred in his own name not specifically referenced elsewhere in this Agreement he shall keep and be solely responsible for and shall hold the Wife harmless thereafter. Any debts that the Wife has or may have in her own name not specifically referenced elsewhere in this Agreement she shall keep and be solely responsible for and shall hold the Husband harmless thereafter. Each Party shall be responsible upon the full execution of this Agreement for paying his or her own respective debts and obligations which are or have been incurred individually, unless otherwise referenced in this Agreement. Neither Party shall pledge the credit of the other in the future, and the Parties shall immediately close or transfer all existing charge accounts and credit cards in joint names of the Parties or in the name of either of them under which the other may have extended credit for purchases, and same shall be terminated as of the date of the execution of this Agreement.

G. **529 PLANS:** The parties' have a 529 plan for the benefit of their son, Cameron, managed by American Funds with an approximate balance of \$25,977.00. These funds are

- 5 -

Husband KFK Wife OK

solely for the use and benefit of Cameron, and he is the sole owner of the account.

The parties' have a 529 plan for the benefit of their son, Connor, managed by American Funds with an approximate balance of \$30,048.00. These funds are solely for the use and benefit of Connor, and he is the sole owner of the account.

H. EQUITABLE DISTRIBUTION OF MARITAL ASSETS: Upon the full execution of this Agreement, the Husband disclaims and shall otherwise convey to the Wife all right, title and interest he may have in and to the following items of tangible and intangible personal property, and the same shall be and hereafter remain the Wife's sole and exclusive property: any cash on hand, the Wife's Bank of America account ending in 6313 with an approximate balance of \$81.93, the Wife's Trax Credit Union account ending in 4753 with an approximate balance of \$530.00, and her Rollover IRA ending in 9037 with an approximate balance of \$3,066.42.

Upon the full execution of this Agreement, the Wife disclaims or shall otherwise convey to Husband all right, title and interest she may have in and to the following items of tangible and intangible personal property, and the same shall be and hereafter remain the Husband's sole and exclusive property: any cash on hand, the joint Bank of America account ending in 1772 with an approximate balance of \$3,337.00, the Bank of America account ending in 1392 with an approximate balance of \$350.00, the Space Coast FCU account ending in 2900 with an approximate balance of \$684.00, His ROTH IRA ending in 1799 with an approximate balance of \$57,517.00 and his L3Harris 401k ending in 4553 with an approximate balance of \$330,617.00.

I. HUSBAND'S VERIZON 401k: The Wife shall receive \$150,000.00 of the Husband's Verizon 401k ending in 90276 with an approximate balance of \$286,374.00, with the remaining balance being retained by the Husband.

The parties agree to retain Matthew Lundy, Esquire to prepare the Qualified Domestic Relations Order (QDRO) necessary to distribute this account as set forth herein and preclude the Husband from taking any voluntary actions that would reduce the Wife's interest. The parties shall retain Mr. Lundy within 30 days of this Agreement and shall equally share the cost of the preparation of the QDRO.

- 6 -

Husband

12512

Wife

OK

J. CLARIFICATION OF HOLD HARMLESS PROVISIONS: The parties understand that any promise to hold harmless on any debt, whether joint or otherwise, is an obligation between the parties themselves ONLY. Such obligation does not pertain to any obligation by any creditor or other third parties with the relation to any debt which may exist between the parties and any such creditor. Therefore, the fact that one party has agreed to hold the other harmless upon any such debt in no way precludes any such creditor or other third-party from enforcing such obligation against either or both parties. Any such enforcement may include, but not be limited to, suit for judgment, reference upon credit bureau reports, garnishment, and levy upon real property, as well as implementation of other such enforcement mechanisms. Additionally, in the event that the party who has been held harmless from a debt herein initiates application for additional credit, the debt for which he or she was held harmless herein will likely be considered by any such potential lender as part of said party's overall debt burden despite said hold harmless agreement. This may result in lender refusing to lend funds to such party. When a party has been held harmless from a debt associated with the purchase of real estate (a mortgage) said party may experience additional limitations being placed upon him or her as a result of such debt being considered as part of that party's overall debt burden. Such additional limitations may include, but not be limited to, refusal of a lender to lend funds for purchase of real estate or otherwise, inability of said party to obtain certain types of mortgages (e.g., F.H.A. or V.A.), as well as other limitations.

K. SEPARATION: At all times hereafter, each party shall live and continue to live separate and apart at such place or places as he or she may from time to time choose or deem fit. Each party shall be free from interference, authority and control, direct and indirect, by the other as if he or she was single and unmarried. Neither party shall interfere with the peace and comfort of the other, neither compel, nor seek to compel, the other to associate, cohabit or deal with the other.

L. SEPARATE PROPERTY: Except as otherwise provided herein, the Parties agree that whatever property he or she now owns, provided same has been disclosed to the other Party, or may hereafter have or acquire in their respective names shall henceforth be considered their sole and separate properties.

- 7 -

Husband KS Wife AK

M. **TAX ADVICE:** None of the professionals present at the mediation have provided tax advice to the Parties. The Parties understand that they have had the opportunity to obtain competent tax advice from an independent source. By execution hereof the Parties have acknowledged that no tax advice was provided to them and that they have had the opportunity to seek competent tax advice from an independent source.

N. **WAIVER OF APPEARANCE AT FINAL HEARING:** The Wife waives appearance at the final hearing and agrees that the Husband may proceed to a final hearing so long as the Final Judgment of Dissolution of Marriage conforms with the terms and conditions of this Agreement.

O. **MANDATORY DISCLOSURE:** Each Party agrees that they have made full and adequate disclosure to each other of their respective assets, resources and current financial condition, and, further, each Party agrees to keep any such personal and/or business knowledge and information private and confidential. Each Party acknowledges that this Agreement has been reached in reliance upon such information.

P. **ATTORNEYS' FEES AND COURT COSTS:** Each Party shall be responsible for his/her own attorneys' fees and costs. If either party seeks enforcement of this Agreement and prevails, then he or she shall be entitled to an award of attorney's fees and costs for having to bring the enforcement action.

Q. **MEDIATION/NEGOTIATION:** The Parties agree that in the event that they cannot resolve a particular conflict in the future, they will attempt to negotiate, and, if necessary, seek appropriate competent assistance of a mutually agreeable mediator. Except in the case of emergency or enforcement proceedings, this procedure will be followed to its conclusion prior to either of them seeking relief from the Court. This paragraph shall not be interpreted to prevent either party from filing modifications or other supplemental proceedings but shall be interpreted as to require the parties to mediate such disputes prior to any hearings by the Court.

R. **SUBSEQUENT DISSOLUTION OF MARRIAGE:**

- (1) Nothing contained in this Agreement shall be construed to prevent either Party from obtaining a dissolution of marriage in the State of Florida.
- (2) In any such action, each Party, provided the other is not in default under this Agreement, shall make no claim for alimony, equitable distribution,

- 8 -

Husband SK Wife CK

attorneys' fees, or for suit money except in accordance with the provisions of this Agreement.

- (3) This Agreement may be offered in evidence by either Party in any such action, and, if acceptable to the court, shall be incorporated by reference in the judgment. Notwithstanding incorporation in the Final Judgment, this Agreement shall not be merged with it. This Agreement shall, in all respects, survive the judgment as an independent contract and be forever binding on the Parties. This Agreement may be enforced independently of the Final Judgment.

S. **EXECUTION OF DOCUMENTS:** Within a reasonable time after written demand, each Party shall execute, acknowledge and deliver all documents or instruments required to carry out the provisions of this Agreement. If either Party fails on demand to comply with this provision, that Party shall pay to the other all attorneys' fees, costs, and other expenses reasonably incurred as a result of such failure.

T. **MODIFICATION:** This Agreement shall not be modified by the Parties except by an agreement in writing duly subscribed and acknowledged with the same formality as this Agreement, or a court order on appropriate pleadings.

U. **LEGAL INTERPRETATION:** The laws of Florida shall govern the validity, construction, interpretation and effect of this Agreement.

V. **BINDING EFFECT:** Except as otherwise stated herein, all of the provisions of this Agreement shall be binding on and inure to the benefit of the respective heirs, next of kin and administrators of the Parties.

W. **MUTUAL RELEASE:** Subject to the provisions of this Agreement, each Party hereby releases the other of and from all cause or causes of action, claims, rights or demands, whatsoever, in law or in equity, that either of the Parties ever had, or now has, against the other except any or all cause or causes of action for divorce now pending, or hereafter brought by the other.

X. **WAIVER:** 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.

- 9 -

Husband LSK Wife CK

Y. **SEVERABILITY**: If any portion of this Agreement is held illegal, unenforceable, void or voidable by any Court, then 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.

Z. **RESERVATION OF JURISDICTION**: The Hillsborough County Florida Circuit Court shall reserve jurisdiction for modification and enforcement of this Agreement as provided herein and the Final Judgment entered in connection herewith, and for partition of the real property as provided herein.

AA. **SELF-EXECUTING CLAUSE**: In the event that any of the papers agreed to be executed and delivered in furtherance of this Agreement are not executed and delivered within five (5) days of receipt of a written request for same, then it is agreed that the Final Judgment of Dissolution of Marriage shall be self-executing to operate as a conveyance from the Husband to the Wife and/or from the Wife to the Husband of the properties referred to herein.

BB. **REPRESENTATIONS**: The Parties represent to each other that:

- (1) The Parties have had the opportunity to be represented by or consult with attorneys of their own choosing in the negotiation and preparation of this Agreement. The Husband has been represented by Mara Shaughnessy, Esq., and the Wife has elected to proceed pro se. Each Party has carefully read this Agreement and is completely aware of its contents and its legal effect.
- (2) This Agreement should be interpreted fairly and simply and not strictly for or against either of the Parties.
- (3) The Parties fully understand the facts as to their legal rights and obligations. Each is signing the Agreement freely and voluntarily, intending to be bound by it.
- (4) 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.
- (5) In the event of reconciliation, the Parties understand that matters dealing with property division shall continue to be binding unless agreed to otherwise in writing.

- 10 -

Husband KPR Wife OK

- (6) Each Party has given careful and mature thought to the making of this Agreement.
- (7) Each Party has carefully read each provision of this Agreement.
- (8) Each Party fully and completely understands each provision of this Agreement, both as to the subject matter and legal effect.

IN WITNESS WHEREOF, the Parties have set their respective hands and seals acknowledging that the provisions of this Agreement shall be binding on their respective heirs, next of kin, executors and administrators.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

- 11 -

Husband TESTE Wife CK

I have read this Agreement carefully and understand that it will affect my legal rights now and in the future. Further, by my signature, I do hereby acknowledge that I understand the contents herein and am willing to be bound by this Agreement.

DATED this 8th day of March, 2025, by the Husband.

Kristofer Kinneer
KRISTOFER KINNEAR, Husband

Mara Shaughnessy
Mara Shaughnessy, Counsel for Husband

STATE OF FLORIDA §
COUNTY OF ~~HILLSBOROUGH~~ §
Orevard

The foregoing instrument was acknowledged before me this 8th day of March, 2025, by KRISTOFER KINNEAR, who is either personally known to me or who has produced his Florida driver's license as identification, and who, by me is first duly sworn, deposes and says that he executed the foregoing Marital Settlement Agreement freely and voluntarily and for the purposes therein expressed.



Douglas Paul Luby
NOTARY PUBLIC
State of Florida at Large
My Commission Expires: Sept 6, 2025

- 12 -

Husband KYE Wife CK

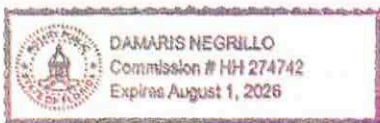
I have read this Agreement carefully and understand that it will affect my legal rights now and in the future. Further, by my signature, I do hereby acknowledge that I understand the contents herein and am willing to be bound by this Agreement.

DATED this 7th day of March, 2025, by the Wife.

Christina Kinnear
CHRISTINA KINNEAR, Wife

STATE OF FLORIDA §
COUNTY OF HILLSBOROUGH §

The foregoing instrument was acknowledged before me this 7th day of March, 2025, by CHRISTINA KINNEAR, who is either personally known to me or who has produced her Florida driver's license as identification, and who, by me is first duly sworn, deposes and says that she executed the foregoing Marital Settlement Agreement freely and voluntarily and for the purposes therein expressed.



[Signature]
NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 8/1/26

Signature: Christina Kinnear
Christina Kinnear (Mar 10, 2025 10:40 EDT)
Email: camkin822@yahoo.com

- 13 -

Husband [Signature] Wife CK






MSA

Final Audit Report

2025-03-10

Created:	2025-03-10
By:	Tylinh Rossi (tylinh@marashaughnessy.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOtBVzO8hZM8FJZJgMAHs6r47k5h-tfsF

"MSA" History

-  Document created by Tylinh Rossi (tylinh@marashaughnessy.com)
2025-03-10 - 2:06:53 PM GMT
-  Document emailed to Christina Kinnear (camkin822@yahoo.com) for signature
2025-03-10 - 2:07:01 PM GMT
-  Email viewed by Christina Kinnear (camkin822@yahoo.com)
2025-03-10 - 2:31:04 PM GMT
-  Document e-signed by Christina Kinnear (camkin822@yahoo.com)
Signature Date: 2025-03-10 - 2:40:25 PM GMT - Time Source: server
-  Agreement completed.
2025-03-10 - 2:40:25 PM GMT