

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT,
IN AND FOR WALTON COUNTY, FLORIDA

Case No.: 2022-DR-000153
Division: Family Law

IN RE THE MARRIAGE OF:

RONALD PERALTA,
Petitioner,
and
CECILIA PERALTA,
Respondent.

AMENDED
MARITAL SETTLEMENT AGREEMENT

This Agreement is made in connection with an action for dissolution between Ronald Peralta (referred to as "Petitioner" or "Husband" or "Father" herein) and Cecilia Peralta (referred to as "Respondent" or "Wife" or "Mother" herein) who are sworn and agree as follows:

WHEREAS, the parties hereto were married to each other on or about October 28, 2000;

WHEREAS, the following child involved in this action has been born to or adopted by the parties:

Name	Date of Birth
Diego Peralta	September 8, 2004

WHEREAS, no other children were adopted, and none are expected;

WHEREAS, Husband has filed a petition for dissolution of marriage in the above case, and this Agreement is intended to be introduced into evidence in such action, to be incorporated in a Final Judgment entered therein;


WHEREAS, the parties acknowledge that irreconcilable differences exist, that the marriage is irretrievably broken, and that the parties intend to live separate and apart from each other;

WHEREAS, the parties wish to settle between themselves, now and forever, their respective rights, duties, and obligations regarding property, liabilities, and child;

WHEREAS, each party has read this Agreement and understands its terms and consequences, and each party believes that this Agreement is fair, just, and reasonable, and in the best interest of the child;

 R.M.P.

Peralta v. Peralta

 C.P.

WHEREAS, each party has assented to this Agreement freely and voluntarily, without coercion or duress;

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the parties have agreed and do hereby agree as follows:

**ARTICLE I
PARENTING PLAN
AND TIMESHARING**

1.1 The parties shall have shared parental responsibility and shall retain full parental rights and responsibilities with respect to the child.

1.2 The parties have agreed to a Parenting Plan attached hereto, which is incorporated herein by reference and made a part of this Agreement for all purposes. The parties agree that this Parenting Plan is in the best interest of the child, and represents the parties' agreement regarding their responsibilities for the daily tasks associated with the upbringing of the child, including decision-making, time-sharing, transportation, communication.

1.3 Father shall have exclusive overnight timesharing with the minor child. The parties agree that this timesharing schedule is in the child's best interests due to the age of the child (17 years old as of execution of this agreement). Mother shall be permitted to have flexible visitation with the minor child as the Father and Mother agree.

**ARTICLE II
CHILD SUPPORT AND INSURANCE**

Child Support

2.1 The Parties agree that the Court shall retain jurisdiction for the purpose of establishing child support.

Health and Dental Insurance

2.2 For as long as either party has a legal duty to support the child who is the subject of this Agreement, or until further order of the Court, Father shall provide health insurance for the child through group insurance available to Father and Father shall pay the premiums for such insurance.

2.3 For as long as either party has a legal duty to support the child who is the subject of this Agreement, or until further order of the Court, Father shall provide dental insurance for the child through group insurance available to Father, and Father shall pay the premiums for such insurance.

2.4 As provided by Florida Statutes, Section 61.13(1)(b), the health and dental insurance agreed to above is reasonable in cost and accessible to the child.

2.5 For as long as either party has a legal duty to support the child who is the subject of this Agreement, or until further order of the Court, Father shall keep and maintain in current status and deliver to Mother the identification card and any other forms necessary for the child to be provided health care through all facilities available to the child as a dependent of a United States Armed Forces member, and shall provide to the other party all verified applications for renewal of the dependent identification card at least thirty days before the expiration date of the identification card.

2.6 Each party shall cooperate with the other in the procurement of the above-described insurance and the filing of claims. The party providing an insurance policy covering the child hereunder shall (a) submit all forms required by the insurance company for payment or reimbursement of health or dental care expenses incurred by either party on behalf of the child to the insurance carrier within ten days of that party's receiving any form, receipt, bill, or statement reflecting the expenses, and (b) shall provide to the other party the following information, as applicable, no later than the thirtieth (30th) day after the date this Agreement has been signed: the name and address of the employer of the party providing insurance; whether the employer is self-insured or has health or dental insurance available; proof that such insurance has been provided for that child; and the name of the insurance carrier, the number of the policy, a copy of the policy and schedule of benefits, an insurance membership card, claim forms, and any other information necessary to submit a claim or, if the employer is self-insured, a copy of the schedule of benefits, a membership card, claim forms, and any other information necessary to submit a claim. Any change in the foregoing information (including a termination or lapse in insurance) shall be provided by the party providing insurance to the other party within ten (10) days after the providing party learns of such change.

Noncovered Health Care Expenses

2.12 "Noncovered Health Care Expenses" means all ordinary, reasonable and necessary expenses not covered by insurance and incurred for medical, health, dental, psychological or psychiatric care on behalf of the child who is the subject of this Judgment, including but not limited to hospitalization, prescriptions, physicians, dentists, orthodontics (including braces), contact lenses and eyeglasses, examinations, and insurance copayments, and which are incurred while either party has a legal duty to support such child.

2.13 Noncovered Health Care Expenses shall be the exclusive responsibility of Father. If Mother pays for a Noncovered Health Care Expense or receives notice for payment of such an expense, Mother shall submit proof of payment or notice to Father within fifteen (15) days thereof. Within fifteen (15) days after Father receives such notification, Father shall reimburse Mother for such expense or pay the billing party directly, as applicable.

2.14 Responsibility of any party for payment of health insurance, dental insurance, and/or Noncovered Health Care Expenses shall be considered child support for purposes of enforcement.

ARTICLE III REAL ESTATE

The Marital Home

3.1 There exists certain real property in which one or both parties may claim an interest, herein referred to as the "Marital Home," located at 90 Chapman Street, Santa Rosa Beach, Florida, 32459.

3.2 The Marital Home shall be the property of Husband, and Wife hereby waives and releases any and all claim or interest in said property. Wife shall execute and deliver a special warranty or quitclaim deed to convey any and all such interest in said property to Husband. Wife hereby assigns to Husband any and all of her interest in any escrow accounts, homeowner's insurance policies, and/or utility deposits in connection with the Marital Home. Husband shall pay all taxes and insurance on the Marital Home as of April 1, 2022. Husband shall be entitled to take any itemized deductions available under the Internal Revenue Code in connection with the Marital Home, including items such as mortgage interest and real estate taxes for the tax year in which this Agreement is executed, and every year thereafter.

3.3 There is a mortgage owing to Cenlar 9180 secured by said property, with a current balance of approximately \$441,028.00. As of April 1, 2022, Husband shall assume said mortgage, and shall indemnify and hold Wife and her property harmless from any failure to pay the same.

ARTICLE IV RETIREMENT

Ronald Peralta – Pension (Deloitte)

4.1 The Wife is awarded a portion of Husband's pension, to be computed by multiplying 100% times a fraction, the numerator of which is 176 months of marriage during Husband's employment with Deloitte, divided by the total number of months that Husband was employed by Deloitte at such time as Husband retires. The parties agree that the present value of such pension is \$49,200.00 valued as of March 31, 2022. Husband shall elect to distribute such pension based on the coverture formula herein, or via the present value of \$49,200. Any rights to any pension with Deloitte, or any successor employer, earned by Husband on or after April 1, 2022, shall be the exclusive property of Husband and Wife hereby waives and releases any claim to same.

4.2 Husband shall be responsible for the costs of preparing the Qualified Domestic Relations Order for the distribution of the Ronald Peralta - Pension (Deloitte) described above.

 R.M.P.

 C.P.

Ronald Peralta – Deloitte 401(K) Plan 093238

4.3 Wife is awarded \$14,925.57 from the Husband's 401K (Deloitte) arising out of Husband's employment with Deloitte. All other interest in said plan beginning April 1, 2022, shall remain property of Husband.

4.4 Husband shall be responsible for the costs of preparing the Qualified Domestic Relations Order for the distribution of the Ronald Peralta - 401K (Deloitte) described above.

**ARTICLE V
DIVISION OF OTHER ASSETS AND LIABILITIES**

Division of Other Assets

5.1 Husband shall receive exclusive ownership in the following assets and items, and Wife waives and releases any and all claim or interest in such assets and items:

- (a) All sums of cash in the possession of Husband or subject to his sole control.
- (b) 2016 Audi Q5.
- (c) Bunk Bed & 2 Twin Mattresses.
- (d) Vizio 70" TV.
- (e) Desktop Computer.

5.2 Wife shall receive exclusive ownership in the following assets and items, and Husband waives and releases any and all claim or interest in such assets and items:

- (a) All household furnishings and appliances in the possession of Wife or subject to her sole control.
- (b) All clothing, jewelry and personal effects in the possession of Wife or subject to her sole control.
- (c) All funds in accounts or otherwise on deposit, including any accrued interest, in banks or any other financial institutions, which are in Wife's sole name or from which Wife has the sole right to withdraw funds or which are subject to Wife's sole control.
- (d) 2010 Toyota Tundra.
- (e) 2016 Mazda CX5.

5.3 Except for the items specifically conferred or addressed as set forth hereinabove or as otherwise expressly provided by this Agreement, each party shall have exclusive ownership of all items of personal property that are currently in his or her possession, and the other party waives and releases any and all claim or interest in such items.

Division of Liabilities

5.4 Husband shall pay the following debts, liabilities and obligations, and shall indemnify and hold Wife and her property harmless from any failure to pay the same:

- (a) Sams Club *1088, with an approximate balance owing of \$4667.88.
- (b) Wells Fargo *4709, with an approximate balance owing of \$2895.27.
- (c) Capital One *7811 - 2016 Audi Q5 , with an approximate balance owing of \$15671.13.
- (d) Debt or liability owing to Navient Loan Education Consolidation *1-01, with an approximate amount owing of \$24150.46.
- (e) Debt or liability owing to Navient Loan Education Consolidation *1-2, with an approximate amount owing of \$20858.45.

5.5 Wife shall pay the following debts, liabilities and obligations, and shall indemnify and hold Husband and his property harmless from any failure to pay the same:

5.6 There are no other obligations or liabilities of the parties known to exist. Any obligation or liability that is not listed herein shall be the responsibility of the party that incurred the same, and the party that incurred the same shall indemnify the other party and the property of the other party harmless from liability therefor.

5.7 Neither party shall hereafter incur any obligation or liability for which the other party will be liable.

Family Pets

5.8 The parties agree that Coco, the dog, shall remain with Husband.

5.9 The parties agree that Luna, the dog, shall remain with Wife.

General Provisions

5.10 Full and Complete Disclosure. Each party hereto warrants and agrees that he or she has made a full and complete disclosure to the other party of all marital and nonmarital property, income, assets and liabilities.

5.11 Other Information or Instruments. Each party agrees to 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 Agreement.

5.12 Nondischargeable in Bankruptcy. All terms of this Agreement pertaining to the division of marital property, including but not limited to any hold harmless or indemnification provisions, are specifically intended by the parties to be nondischargeable in the event of bankruptcy.

ARTICLE VI NO ALIMONY

6.1 Both parties waive any claim for alimony, whether temporary, durational, "bridge-the gap," rehabilitative, permanent, or lump sum. No provision of this Agreement should be construed as payment of alimony by either party.

ARTICLE VII TAX ISSUES

Federal Income Taxes for Tax Year 2022

7.1 For tax year 2022, each party shall file an individual income tax return in accordance with the Internal Revenue Code.

7.2 Unless otherwise specified in this Agreement, and in addition to income attributable to each party's respective nonmarital property, each party must report as the party's income one-half of all income attributable to marital property, including earnings from personal services received on or before the date of the dissolution of the marriage. Additionally, each party may take credit for all of the reporting party's estimated tax payments and federal income tax payroll withholding deductions occurring after the date of the dissolution of the marriage, and, to the extent allowed by law, all deductions, exemptions, credits, and adjustments attributable to his or her income and expenses after the date of the dissolution of the marriage.

7.3 Each party shall timely pay his or her tax liability in connection with the tax return filed by such party. Any refund received as a result of a party's tax return shall be the sole property of the party filing such tax return.

7.4 Each party shall indemnify and hold harmless the other party for such taxes, liabilities, deficiencies, assessments, penalties, or interest due thereon or the omission of taxable income or claim of erroneous deductions of the applicable party.

Dependency Exemption for Tax Years Subsequent to 2022

7.5 The dependency exemption for dependents for tax years subsequent to the dissolution of the marriage shall be claimed by Husband.

Other Provisions

7.6 Attorney is Not Tax Expert. The parties acknowledge that any attorney involved with this Agreement does not claim to be an expert in tax matters. Each party states that he or she has consulted or has had the opportunity to consult with a tax professional to fully evaluate the tax implications and consequences of this Agreement.

7.7 Request for Information and Cooperation. It is agreed that each party shall provide any information reasonably necessary to prepare federal income tax returns, within thirty (30) days of receipt of a written request for the same. Each party shall reasonably cooperate with the other in the preparation of income tax returns as set forth hereinabove. Within five days of receipt of written notice from the other party, each party will allow the other party access to these records in order to respond to an IRS examination or request for information. Purposes for which access to such records will be granted includes, but is not limited to, the determination of acquisition dates or tax basis, and such access shall include the right to copy the records.

7.8 Preservation of Information. Each party shall preserve for a period of seven years from the date of the filing of the applicable tax return, all financial records relating to the marital property. Each party shall preserve indefinitely, any records which determine or affect the tax basis in any marital property.

7.9 No Waiver of "Innocent Spouse". The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that a party has under the "Innocent Spouse" provisions of the Internal Revenue Code.

ARTICLE VIII COURT COSTS AND ATTORNEY'S FEES

8.1 Any costs of court, including the filing fee for the petition for dissolution, will be borne by the party incurring the same.

8.2 Each party will be responsible for his or her own attorney's fees incurred herein.

ARTICLE IX GENERAL PROVISIONS

9.1 Mutual Release. Each party waives, releases and relinquishes any actual or potential right, claim or cause of action against the other party, including but not limited to asserting a claim against the estate of the other party or to act as a personal representative of such estate, except as otherwise provided for in this Agreement or arising hereunder.

9.2 Resolution of Future Disputes. In the event of any disagreement regarding an issue between the parties, the parties shall first confer and exercise reasonable efforts to resolve such a dispute. Except in an emergency, before a party files legal action regarding an issue of any such dispute or regarding modification of any terms and conditions of this Agreement, that

party shall make a good faith attempt to submit the dispute or controversy to mediation.

9.3 Reconciliation. In the event of a reconciliation or resumption of marital relations, this Agreement or its provisions shall not be abrogated in any way without further written agreement of the parties.

9.4 No Oral Agreements. The parties agree that this Agreement constitutes the entire agreement of the parties, that this Agreement supersedes any prior understandings or agreements between them, and that there are no representations, warranties, or oral agreements other than those expressly set forth herein.

9.5 No Waiver of Breach. The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

9.6 Severability. This Agreement is severable, and if any term or provision is determined to be unenforceable, this shall not render the remainder of the Agreement unenforceable.

9.7 Other Acts. Each party agrees to 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 Agreement.

9.8 Survival of Agreement; No Merger. This Agreement may be offered into evidence by either party in an action for dissolution of marriage, and may be incorporated by reference in a final judgment entered therein. Notwithstanding incorporation, this Agreement shall not be merged in such judgment but shall survive the judgment and be binding on the parties.

9.9 Remedies for Enforcement. The terms and provisions of this Agreement are enforceable in contract, in addition to any remedies for enforcement that may also be available under any final judgment of dissolution of marriage entered between the parties.

I, RONALD PERALTA, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.

Dated: 4/28/22

[Signature]
RONALD PERALTA

STATE OF FLORIDA
COUNTY OF WALTON

Sworn to or affirmed and subscribed before me, by means of physical presence or [] online notarization, on 04.28.22 by RONALD PERALTA.



ZACHARY FERRUCCI
Commission # HH 161128
Expires August 4, 2025
Bonded Thru Budget Notary Services

Zachary Ferrulli
NOTARY PUBLIC - STATE OF FLORIDA

Zachary Ferrulli
Printed Name of Notary

Personally known
 Produced identification
Type of identification produced FL Driver's License

I, CECILIA PERALTA, certify that I have been open and honest in entering into

[Signature] R.M.P.

[Signature] C.P.

this Agreement. I am satisfied with this Agreement and intend to be bound by it.

Dated: 04/28/22

Cecilia Peralta
CECILIA PERALTA

STATE OF FLORIDA
COUNTY OF WALTON

Sworn to or affirmed and subscribed before me, by means of physical presence or online notarization, on 04.28.22 by CECILIA PERALTA.

Zachary Ferrulli
NOTARY PUBLIC - STATE OF FLORIDA

Zachary Ferrulli
Printed Name of Notary

Personally known
 Produced identification
Type of identification produced FL Driver's License

[Signature] R.M.P.

[Signature] C.P.