

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
IN AND FOR ST. JOHNS COUNTY, FLORIDA

CASE NO.: DR21-2261
DIVISION: 57

IN RE THE MARRIAGE OF:

TRACY L. DAYTON, PETITIONER

AND

ERIK P. DAYTON, RESPONDENT

CONSENT FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

This matter came before the Court upon the Petition for Dissolution of Marriage filed by Petitioner and the Counter-Petition for Dissolution of Marriage filed by Respondent. Petitioner is referred to herein as "Wife" and Respondent is referred to herein as "Husband". The parties were married on October 25, 1997. The date of the filing of the Petition for Dissolution of Marriage was December 30, 2021. The Court has subject matter jurisdiction over this matter and personal jurisdiction of the parties. At least one party has been a resident of Florida for more than six (6) months immediately before filing the Petition for Dissolution of Marriage. The parties' marriage is irretrievably broken. The parties have no minor or dependent children in common and Wife is not pregnant. The Court finds that the parties reached a voluntary agreement in mediation resolving all pending issues. The terms of the agreement are contained herein. There are no other matters or issues between the parties to be resolved by the Court. It is **ADJUDGED** that:

1. **DISSOLUTION OF MARRIAGE:** The marriage of the parties, ERIK P. DAYTON and TRACY L. DAYTON, is hereby dissolved. Each party is restored to the status of being single and unmarried.

2. **HUSBAND'S VEHICLE:** Husband shall have sole ownership and possession of the 2011 Chevrolet Traverse. Husband shall be responsible for any outstanding debt that may be owed on the vehicle and shall indemnify and hold Wife harmless from any liability arising thereon. Husband shall be responsible for maintaining and paying for the insurance coverage on the vehicle. If Wife's name is on the title, then she shall sign and deliver a Power of Attorney for a Motor Vehicle conveying her interest in the vehicle to Husband within ten (10) days of being requested by Husband.

3. **WIFE'S VEHICLE:** Wife shall have sole ownership and possession of the 2016 Honda Accord. Wife shall be responsible for any outstanding debt that may be owed on the vehicle and shall indemnify and hold Husband harmless from any liability arising thereon. Wife shall be responsible for maintaining and paying for the insurance coverage on the vehicle. If Husband's name is on the title, then he shall sign and deliver a Power of Attorney for a Motor Vehicle conveying his interest in the vehicle to Wife within ten (10)

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Consent Final Judgment of Dissolution of Marriage
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days of being requested by Wife.

4. **VEHICLES TO CHILDREN:** The parties (or party, if the vehicle is titled in an individual name) shall sign and deliver any documents necessary to transfer the title of the 2000 Honda Accord to Cassandra Dayton within ten (10) days of the entry of the Consent Final Judgment of Dissolution of Marriage. The parties (or party, if the vehicle is titled in an individual name) shall sign and deliver any documents necessary to transfer the title of the 2010 Honda Civic to Carissa Dayton within ten (10) days of the entry of the Consent Final Judgment of Dissolution of Marriage.

5. **BANK ACCOUNTS IN JOINT NAMES:** Wife shall have sole ownership of the joint Navy Federal Credit Union bank account (account ending in 1886). Husband shall sign and deliver any documents necessary to transfer the account into Wife's sole name within ten (10) days of the entry of the Consent Final Judgment of Dissolution of Marriage. Husband shall have sole ownership of the joint Navy Federal Credit Union bank account (account ending in 4617). Wife shall sign and deliver any documents necessary to transfer the account into Husband's sole name within ten (10) days of the entry of the Consent Final Judgment of Dissolution of Marriage. The parties shall sign and deliver any documents to close all other accounts in joint names within ten (10) days of the entry of the Consent Final Judgment of Dissolution of Marriage.

6. **BANK ACCOUNTS IN INDIVIDUAL NAME:** Each party shall remain the sole owner of any bank account in his/her individual name and the other party waives any interest thereto. The party so waiving shall sign and deliver any documents necessary to accomplish the waiver.

7. **RETIREMENT BENEFITS OF WIFE UNDER THE FEDERAL THRIFT SAVINGS PLAN.**

a. **The Plan:** The Wife (for purposes of this section only referred to as the "Employee") is an Employee under the Federal Thrift Savings Plan (for purposes of this section only referred to as the "Plan"). For the purpose marital property division, the Husband (for purposes of this section only referred to as the "Alternate Payee") is hereby granted a portion of the Employee's retirement benefits under the Plan as designated below. The Alternate Payee's ownership interest in the specified portion of the Employee's retirement benefits shall become effective on the Assignment Date (the "Assignment Date" or the "Valuation Date"), which shall be December 30, 2022.

b. **Amount of Alternate Payee's Benefits:** Effective as of such Assignment Date, the Alternate Payee shall be assigned a portion of the Employee's retirement benefits in an amount equal to 42.24% of the Employee's total vested account balance accumulated under the Plan as of the Assignment Date (or the closest valuation date thereto). Further, such total vested account balance shall include all amounts maintained under all of the various investment funds, accounts, and/or subaccounts established on behalf of the Employee. Such total vested account balance shall also include all amounts (including

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Plan forfeitures, if applicable) contributed to the Plan on behalf of the Employee after the Assignment Date that are attributable to periods prior to such date.


In the event that the Employee has any outstanding Plan loans as of the effective date of this Agreement, such loan balances shall first be subtracted from the Total Account Balance before calculating the Alternate Payee's assigned share of the benefits.


c. Establishment of Separate Accounts and Crediting of Interest and Investment Earnings or Losses: The Alternate Payee's portion of the benefits described in sub-section (b) above shall be segregated and separately maintained in an account(s) established on the Alternate Payee's behalf and shall be credited with any interest and investment and market income or losses attributable thereon from the Assignment Date, until the date of total distribution to the Alternate Payee. The Alternate Payee's accounts shall be initially established in the same ratio (fund mix percentage) as the Employee's accounts.

d. Commencement Date and Form of Payment to Alternate Payee: The Alternate Payee may elect to distribute and/or rollover the Alternate Payee's share of benefits awarded in this section as soon as administratively feasible following the date that a retirement benefits court order ("RBCO") is approved by the Plan Administrator, or at the earliest date permitted under the terms of the Plan, if later. Benefits will be payable to the Alternate Payee in any form or permissible option otherwise available to Plan Employees and Alternate Payees under the terms of the Plan, including, but not limited to, a single lump-sum cash payment.

e. Death of Alternate Payee: In the event of the Alternate Payee's death prior to the Alternate Payee receiving the full amount of benefits called for under this Agreement and under the benefit option chosen by the Alternate Payee, the Alternate Payee's beneficiary(ies), as designated on the appropriate form provided by the Plan Administrator (or in the absence of a valid beneficiary election, the Alternate Payee's estate), shall receive the remainder of any unpaid benefits under the terms of a RBCO, to be entered nunc pro tunc to the date this Agreement, if necessary.

f. Beneficiary Designation; Death of Employee: From the execution of this Agreement until the time when a RBCO has been administered against the Employee's account, the Employee shall maintain the Alternate Payee as the Employee's designated beneficiary under the Plan to the extent of the Alternate Payee's award under this Agreement, and shall, upon request, supply the Alternate Payee with evidence that such designation is in place. After a RBCO pursuant to this Agreement has been administered, the Employee may remove the Alternate Payee as a beneficiary under the Plan. In the event that the Employee dies prior to the establishment of separate account(s) in the name of the Alternate Payee, the Alternate Payee shall be treated as the surviving spouse of the Employee for any survivor benefits payable under the Plan to the extent of the full amount of the Alternate Payee's benefits as called for under the terms of this Agreement and the associated RBCO. Should the Employee predecease the Alternate Payee after the new account(s) has/have been established on the Alternate Payee's behalf, the Employee's

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death shall in no way affect the Alternate Payee's right to the portion of benefits assigned in this section.

g. Tax Treatment of Distributions Made to Alternate Payee: For purposes of Sections 401(a)(1) and 72 of the Internal Revenue Code, the Alternate Payee shall be treated as the distributee of any distributions or payments made to the Alternate Payee under the terms of the and RBCO or similar order issued pursuant to this Agreement, and, as such, will be required to pay the appropriate federal, state, and local income taxes and/or penalties on such distribution.

h. Inadvertent Payment(s) by Plan: In the event that the Plan Trustee inadvertently pays to the Employee and/or the Alternate Payee any benefits that are assigned to the other party pursuant to the terms of this Agreement, the party receiving such benefits shall immediately return such payments to the Plan administrator.

i. A RBCO Shall Issue: In order to effectuate the Assignment provisions of this Agreement regarding the division of the Employee's retirement benefits under the Plan, a RBCO shall be prepared in accordance with the terms of this Agreement and submitted to the Plan Administrator for processing. Notwithstanding the previous sentence, in the event the Employee predeceases the Alternate Payee prior to the date that a RBCO is officially approved by the Plan Administrator, a RBCO or similar order shall be entered nunc pro tunc to the date of this Agreement.

j. RBCO or Similar Order Preparation: The parties hereby agree that Matthew Lundy Law ("MLL") shall be hired by the Alternate Payee to prepare the RBCO in this matter. The parties shall retain MLL within twenty (20) days of the entry of the Consent Final Judgment of Dissolution of Marriage. Wife shall pay for 62.5% of MLL's fees and Husband shall pay for 37.5% of MLL's fees.

k. Continued Jurisdiction: The Court shall retain jurisdiction to enter a RBCO or similar order for enforcement of this provision, and to amend such order to satisfy the terms of the Plan.

8. RETIREMENT BENEFITS OF WIFE UNDER THE FERS, CSRS AND/OR FOREIGN SERVICE ANNUITY PLAN (THE "PLAN"): The Wife (for purposes of this section referred to as the "Employee") is an Employee/Participant under the FERS, CSRS and/or Foreign Service Annuity Plan (herein referred to as "the Plan"). For the purposes of marital property division, the Husband (for purposes of this section referred to as the "Former Spouse") is hereby granted a portion of the Employee's retirement benefits under the Plan as designated below.

a. Amount of Former Spouse's Benefit: This Agreement assigns to the Former Spouse an amount equal to 50% of the Marital Portion of the Employee's self-only monthly annuity determined as of the Employee's date of retirement. For purpose of calculating the Former Spouse's share of the Employee's benefit, the Marital Portion shall be determined by multiplying the Employee's self-only, unreduced Monthly Annuity by a

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fraction, the numerator of which is the total number of months of Creditable Service earned by the Employee during the marriage from date of marriage (October 25, 1997) to date of filing for divorce (December 30, 2021) and the denominator of which is the total number of months of the Employee's Creditable Service accrued under the Plan.

In addition to the above, when cost-of-living adjustments (COLAs) are applied to the Employee's retirement benefits, the same COLAs shall apply to the Former Spouse's share.

If the Employee receives a social security supplement, then the Former Spouse shall receive a prorata share of the same.

PRERETIREMENT

In addition to the former spouse survivor annuity, in the event that the Employee dies and is entitled to pre-retirement death benefits, including but not limited any lump sum benefit entitlement and/or a former spouse survivor, then the Former Spouse shall be entitled to a pro rata share of such benefits.

b. **Benefit Commencement from Plan:** The Former Spouse's benefits shall commence as soon as administratively feasible, or if the Employee is already in pay status, then they shall commence immediately.

The Employee shall execute all forms necessary for the Plan Administrator to commence payments to the Former Spouse in accordance with the terms of this Agreement.

c. **Refund of Employee Contributions:** If the Employee leaves federal service before retirement and applies for a refund of employee contributions under the Plan, the Former Spouse shall be entitled to a pro rata share of the refund of such employee contributions.

d. **Former Spouse Survivor Annuity:** The Former Spouse shall be awarded a Former Spouse Survivor Annuity equal to a pro rata share of such benefits. The cost associated with providing this surviving spouse annuity coverage shall be paid by an equal reduction to each party's share of the total self-only annuity.

The Employee shall take all necessary steps to elect the Former Spouse as the designated beneficiary for purposes of establishing and sustaining such surviving spouse coverage for the Former Spouse.

e. **Transfer from the Civil Service Retirement System:** In the event that the Employee previously made a one-time irrevocable election to transfer into FERS from CSRS, the Former Spouse's share of the benefits as set forth above shall include any appropriate portion of any benefits accrued under CSRS that may have been transferred to FERS, if any (including the transfer of any service credits earned under CSRS).

f. **Continued Jurisdiction:** The Court hereby retains jurisdiction to enter a COAP in this matter, and to amend the same as necessary to effectuate this Agreement.

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g. Direct Payment from Employee to Former Spouse: If this agreement is signed prior to the benefit commencement date (meaning there is a time period between execution of this agreement and the date the plan begins making direct payments to the Former Spouse), the Employee shall make direct payment to the Alternate Payee of their share, net of taxes, subject to the contempt powers of the Court. Further, if the Employee's pension is converted or transferred into another pension, including a successor plan or a disability pension, thereby nullifying a QDRO entered pursuant to this Agreement, the Employee shall be responsible for making direct payment to the Former Spouse to ensure that the Former Spouse receives the benefits awarded under this Agreement.

h. A COAP Shall Issue: In order to effectuate the provisions of this Agreement regarding the division of the Participant's retirement benefits under the Plan, a COAP shall be prepared in accordance with the terms of this Agreement and submitted to the Plan Administrator for processing. Notwithstanding the previous sentence, in the event that the Employee predeceases the Former Spouse prior to the date that a COAP is officially approved by the Plan Administrator, it is hereby agreed that a COAP shall be entered nunc pro tunc to the Valuation Date to effectuate the terms of the Agreement, if the Plan will allow such order to be administered.

i. COAP Preparation: The parties hereby agree that Matthew Lundy Law—QDRO Law ("MLL") shall be hired to prepare the COAP(s) in this matter. The parties shall retain MLL within twenty (20) days of the entry of the Consent Final Judgment of Dissolution of Marriage. Wife shall pay for 62.5% of MLL's fees and Husband shall pay for 37.5% of MLL's fees.

9. HUSBAND'S 403(B): Husband shall have sole ownership of the 403(B) in his name and Wife waives any claims thereto.


10. HUSBAND'S IRA: Husband shall have sole ownership of the IRA in his name and Wife waives any claims thereto.


11. BROKERAGE/INVESTMENT ACCOUNTS: Each party shall be entitled to remain the sole owner of any brokerage/investment account in his/her individual name and the other party waives any interest thereto. The party so waiving shall sign and deliver any documents necessary to accomplish the waiver.

12. WIFE'S LIFE INSURANCE POLICY: Wife shall have sole ownership of the life insurance policy securing her life (including the cash value contained therein) and Husband waives any claims thereto.

13. CHILDREN'S LIFE INSURANCE POLICIES: Husband shall have sole ownership of the life insurance policies securing each child's life (including the cash value contained therein) and Wife waives any claims thereto.

14. PERSONAL PROPERTY: Husband shall maintain sole ownership and possession of the personal property that he now has in his possession. Wife shall maintain sole

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ownership and possession of the personal property that she now has in her possession. Each party shall own and possess his or her items of property free and clear from any claim of the other party.

15. DEBTS IN INDIVIDUAL NAME: Husband shall be solely responsible for the unsecured debts and obligations in his individual name. Husband shall indemnify, defend, and hold Wife harmless from any liability arising thereon. Wife shall be solely responsible for the unsecured debts and obligations in her individual name. Wife shall indemnify, defend, and hold Husband harmless from any liability arising thereon. Neither party shall incur any debt for which the other party could be liable in the future.

16. ALIMONY: Wife shall pay Husband permanent alimony in the amount of \$1,550.00 per month. Wife's monthly alimony obligation shall commence April 1, 2023 and shall be paid by Wife in equal installments each month consistent with her pay cycle/schedule (which is currently every other week). Wife's alimony obligation shall terminate upon Wife's death, Husband's death, or Husband's remarriage. Additionally, the alimony awarded herein may be modified or terminated based on Florida law. Wife shall pay her alimony obligation directly to Husband (via Zelle) until entry of the Consent Final Judgment. After the entry of the Consent Final Judgment, Wife shall pay her alimony through the Florida State Disbursement Unit, Post Office Box 8500, Tallahassee, Florida 32314-8500 with the appropriate service charge thereon. An Income Withholding Order prepared by Husband's counsel shall be submitted to the Court to automatically deduct Wife's alimony from Wife's wages (per Wife's pay cycle). It shall be Wife's obligation to ensure that all alimony payments are timely and completely made notwithstanding the entry of an Income Withholding Order.

17. ATTORNEY'S FEES: Each party shall be responsible for his or her own attorney's fees and costs.

18. MEDIATION FEES: Each party shall be responsible for paying Steven A. Leitman for 50% of the total mediation fees incurred.

19. WAIVER OF APPEARANCE: Husband hereby waives appearance at the Final Hearing and consents to the entry of the Consent Final Judgment of Dissolution of Marriage.

20. FURTHER ASSURANCES AND IMPLEMENTING DOCUMENTS: Each party, without additional consideration, shall sign and deliver any instruments or documents reasonably requested by the other party that are necessary and proper to effectuate the terms of this Settlement Agreement / Consent Final Judgment of Dissolution of Marriage.

21. CONVEYANCE OF PROPERTY: Unless otherwise provided herein, in the event of the failure or refusal of either party to assign, convey or transfer property herein ordered to be assigned, conveyed, or transferred in the time frame agreed upon, then the Consent Final Judgment of Dissolution of Marriage shall act and stand as and for an instrument of conveyance regarding such items according to the terms of the Consent Final Judgment

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of Dissolution of Marriage. However, the provisions of this paragraph shall in no way be construed to deprive either party of any right or remedy they may have under the laws to enforce the accomplishment of such conveyance.

22. ACKNOWLEDGMENT BY THE PARTIES: Each party acknowledges they have received legal advice from their attorney before signing this Settlement Agreement / Consent Final Judgment of Dissolution of Marriage. Each party acknowledges their attorney is not a tax expert, and neither has received tax advice from them. Each party affirms that no duress, undue influence, fraud, or overreaching has been utilized by any party or person regarding this Settlement Agreement / Consent Final Judgment of Dissolution of Marriage. Each party acknowledges that any calculations, spreadsheets, worksheets, and wording prepared by Steven A. Leitman have been provided for information purposes only. Each party acknowledges that any communication (verbal or written) by Steven A. Leitman is not offered (or to be taken) as legal, financial, or tax advice.


23. FINANCIAL DISCLOSURE: Each party represents that they have made a sufficient disclosure to the other party as to their income, expenses, assets, liabilities, and overall financial condition. Each party has reviewed the other party's Financial Affidavit. Each party warrants that their disclosures are true and accurate and free from any intentional or material omission.


24. EFFECTIVE DATE OF AGREEMENT HEREIN, ENTIRE AGREEMENT AND NON-MERGER: The parties acknowledge the agreements made herein shall be enforceable and binding upon them as of the date the last party signs below. The parties agree the terms in this Settlement Agreement represent the entire agreement between them. The parties agree this document shall be construed and enforceable as a Settlement Agreement whether entered as an order of the Court or not. The parties agree to be bound by the terms of this Settlement Agreement, and each has acknowledged they have received good and valuable consideration. The parties agree that this Settlement Agreement constitutes a full and final settlement of all pending and current issues between them. The parties agree that once the Court enters this Consent Final Judgment of Dissolution of Marriage, the agreements contained herein shall not merge into the judgment and shall remain separately enforceable as a binding Settlement Agreement between the parties, except as provided herein.

25. INCORPORATION OF JUDGMENT: The parties agree that the terms of their agreement as set forth herein shall constitute the Consent Final Judgment of Dissolution of Marriage upon execution by the Court.

26. SEVERABILITY: If any provision of this Consent Final Judgment of Dissolution of Marriage is held void, set aside, or is unenforceable, all remaining provisions herein shall remain in full force and effect.

27. PRIVILEGE AND CONFIDENTIALITY: All information that would be privileged and/or confidential in a Court ordered mediation pursuant to F.S. 44.102(3), including

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appropriate and applicable Federal laws and regulations, shall be held privileged and/or confidential in this mediation by all participants. The parties acknowledge they have been informed about the Rule of Confidentiality and have agreed to be bound by it.

28. GENERAL RELEASE: Except as otherwise provided in this Settlement Agreement / Consent Final Judgment of Dissolution of Marriage, each party releases the other from all claims, demands, and causes of action up to the date of the signing of this Settlement Agreement / Consent Final Judgment of Dissolution of Marriage.

29. WAIVER OF RIGHTS BY SPOUSE IN THE EVENT OF DEATH OF OTHER SPOUSE: In the event a party dies before this Consent Final Judgment of Dissolution of Marriage is entered by the Court, the surviving spouse waives all rights, except as provided by this Consent Final Judgment of Dissolution of Marriage, the surviving spouse would otherwise have as a result of the death of the deceased spouse and that the surviving spouse shall be treated as predeceased for all purposes of construing the deceased spouse's will, revocable trust, irrevocable trust, and any beneficiary designation on life insurance policies, retirement plans, annuities, and any other assets that might otherwise pass pursuant to a beneficiary designation.

30. RESERVATION OF JURISDICTION: Except as to paragraph 1, this Court specifically reserves and retains jurisdiction of this case and the parties to enforce and modify (except as to any non-modifiable items or terms) the provisions of this Consent Final Judgment of Dissolution of Marriage where appropriate and allowed by law. Further, the Court reserves jurisdiction to enter any other orders, writs, or process requisite or necessary to carry out the intent of the terms contained herein.

DONE AND ORDERED, in Chambers, St. Johns County, St. Augustine, Florida this _____ day of _____, 20____.

[Handwritten Signature]
Circuit Judge

e-Signed 3/29/2023 10:52 AM DR21-2261

Copies to:

Christopher M. Taylor, Esquire
360 Town Plaza Ave., Ste 315-B
Ponte Vedra, Florida 32081
jaxyaylorlaw@gmail.com


Andrea C. Jevic, Esquire
3217 Atlantic Blvd.
Jacksonville, FL 32207
ajevic@flalaw.pro

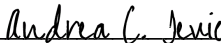
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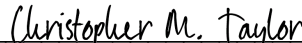
CONSENT OF THE PARTIES


The parties hereby consent to the entry of this Consent Final Judgment of Dissolution of Marriage. By signing below, the parties agree this document shall be construed and enforceable as a Settlement Agreement whether entered as an order of the Court or not. The parties acknowledge they are under no obligation to sign this Settlement Agreement / Consent Final Judgment of Dissolution of Marriage. The parties understand that the provisions they have agreed upon may be different than what may have been ordered if they submitted their case to the Court. They have freely and voluntarily agreed to be bound by this Settlement Agreement / Consent Final Judgment of Dissolution of Marriage. By signing below, the parties acknowledge signing of their own free will. The parties agree that they shall be bound by their DocuSign/electronic signature as if it was their original signature.


DocuSigned by:

Tracy L. Dayton Date: 3/27/2023

DocuSigned by:

Andrea C. Jevic, Esquire Date: 3/27/2023
Florida Bar No.: 98602
Attorney for Wife
3217 Atlantic Blvd.
Jacksonville, FL 32207
Phone: (904) 359-5505
Email: ajevic@flalaw.pro

DocuSigned by:

Erik P. Dayton Date: 3/27/2023

DocuSigned by:

Christopher M. Taylor, Esquire Date: 3/27/2023
Florida Bar No.: 79095
Attorney for Husband
360 Town Plaza Ave., Ste 315-B
Ponte Vedra, Florida 32081
Phone: (904) 339-5298
Email: jaxtaylorlaw@gmail.com

DocuSigned by:

Steven A. Leitman, Mediator Date: 3/27/2023

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