

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

CASE NO.: 2022-DR-010741

IN RE: THE MARRIAGE OF:

LINDA L. HARRIS,
Petitioner,

And

ANTHONY HARRIS,
Respondent,

_____ /

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made on March 28, 2023, by LINDA L. HARRIS, (hereinafter referred to as “Wife”), and ANTHONY HARRIS, (hereinafter referred to as “Husband”).

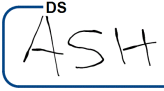
W I T N E S E T H


WHEREAS, the parties were lawfully married to each other on April 28, 2012 and have stopped living as Husband and Wife; and

WHEREAS, the parties have two (2) minor children born of this marriage, to wit: A.Z.H., born October 15, 2015 and A.D.G.H., born August 29, 2019. No other children are expected, adopted or contemplated at this time; and

WHEREAS, the parties acknowledge that irreconcilable differences exist. In view of their intention to continue to live apart, they desire to settle their respective marital rights and obligations; and

WHEREAS, each of the parties, believing this Agreement to be fair, just and reasonable, has assented freely and voluntarily to its terms.

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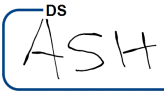
NOW THEREFORE, in consideration of the premises and the mutual covenants, promises and representations hereinafter made by the parties, it is mutually covenanted and agreed as follows:


1. **Separation**: Each party shall be free from the control and authority of the other and each may reside at such place as he or she may elect. Neither party shall molest, harass, come about, threaten, intimidate, abuse, invade the privacy of the other or otherwise interfere with the other's right to quiet and peaceful enjoyment, either physically or verbally or in any other manner, including trespass upon the residence of the other or interference or contact with the other at the other's place of employment.

2. **Behavior**: Neither party shall in any manner annoy, molest or otherwise interfere with the other party's privacy or right to peaceful use and enjoyment of their respective residences, places of employment or abodes. Neither party shall attempt to compel the other to cohabit with him or her by any means.

3. **Acknowledgement of Fairness of Agreement**: The parties have read this Agreement in its entirety and they believe and acknowledge this Agreement to be fair, just and reasonable. Each party is acting without coercion or duress, and freely and voluntarily assents to its terms and accepts its conditions, obligations and mutual agreements.

4. **Survival of the Agreement**: This Agreement is intended to be a full and complete settlement of all matters arising out of the parties' marriage, including, a division of marital assets, provision for support of either party, equitable distribution of the parties' marital assets and debts, attorney's fees and all other issues. This Agreement is intended to be introduced into evidence in a dissolution of marriage action and to be incorporated into the Final Judgment of Dissolution of Marriage. However, the parties do not intend for it to be merged in the Final Judgment. Rather,

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they wish it to survive the Judgment and be binding upon the parties for all time.


5. **Effective Date:** The effective date of this Agreement is upon the signing thereof by both parties.

6. **Warranties of Assets:** Each party warrants to the other that he or she does not own any property of any kind, other than the property referred to in this Agreement or shown in any exhibit attached to this Agreement. The parties further warrant that each has disclosed the true value of the property. If it later appears that either party now owns any other property or has an interest in any other property, then at the election of the non-titled owner, the property shall be owned by the parties equally as tenants in common.

7. **Alimony, Maintenance, Support and Spousal Payments:** The Wife and Husband each specifically and absolutely mutually waive any and all rights to alimony or spousal support of any kind and nature, whether permanent, lump sum, durational or rehabilitative. The parties further agree that no alimony for purposes of support, whether permanent, lump sum or rehabilitative, shall be paid from, to or by either spouse to the other, now and forevermore.

8. **Health Care and Medical Insurance:** Upon entry of the Final Judgment, the Husband and Wife shall each be responsible for their own future medical, hospitalization, doctor, orthodontic, dental, and all other similar expenses and each shall be responsible for obtaining and paying for their own medical insurance policies. The Husband shall pay for the minor children's medical insurance and dental insurance. The Husband shall contribute 50% of any uncovered medical expenses, uncovered dental expenses, co-payments, and medications for the minor children and the Wife shall be responsible for 50% of said expenses. The party paying the expense shall submit the proof of payment to the other parent within thirty (30) days of paying the expense, upon which the receiving parent shall reimburse the other within thirty (30) days.

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9. **Minor Children:** The parties entered into a Parenting Plan that was signed on March 27, 2023. Said Parenting Plan is incorporated herein by this reference.

10. **Child Support:** The Wife shall pay to the Husband periodic child support for the minor children as follows:

a) Beginning April 1, 2023, the Wife shall pay to the Husband the monthly sum of \$559.00 per month and continues each month thereafter on the first (1st) day of each month until A.Z.H. attains her 18th birthday and has graduated high school, or for so long as the child is a full-time student in high school with a reasonable expectation of graduation, but in no event beyond the age of 19; marries, dies enters the military or becomes otherwise self-supporting.

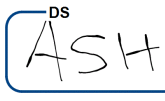
b) The month following the emancipation of A.Z.H., the Wife's child support obligation shall be reduced to \$452.00 and continues each month thereafter on the first (1st) day of each month until A.D.G.H. attains her 18th birthday and has graduated high school, or for so long as the child is a full-time student in high school with a reasonable expectation of graduation, but in no event beyond the age of 19; marries, dies enters the military or becomes otherwise self-supporting.


c) All child support payments shall be made through an Income Withholding Order. The Wife agrees to pay the Husband directly until the Income Withholding Order is effectuated.

d) Husband shall retain the full amount of monies in the Flex Savings Account. Neither one owes to the other one any retroactive child support.

e) The parties shall be equally responsible for the cost of daycare/aftercare and agreed upon summer camps. The Father shall pay the facilities directly and submit the proof to the Mother monthly and she shall reimburse the Father for one half of the childcare costs each month.

f) The child support guidelines worksheets are attached hereto as an Exhibit.

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11. **Federal Income Tax Deduction:** Husband shall be entitled to the deduction and head of household for A.Z.H. for every tax year and the Wife shall be entitled to the deduction and head of household for A.D.G.H. for every tax year. When there is only one remaining child for the tax deduction, the parties will rotate that child with the Husband claiming on odd tax years and the Wife claiming on even tax years.

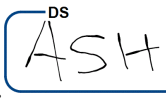
12. **Equitable Distribution:**


A. The parties hereby stipulate that all other personal property, including, but not limited to furniture, furnishings, appliance, jewelry, intangible personal property and personal effects used by them in common during the marriage, will be divided to the mutual satisfaction of the parties. In the event the parties are unable to agree on the division of personal property, they agree to attend mediation. The parties will meet within 15 days to discuss the personal property. The Wife shall pick up the agreed upon belongings from the former marital home no later than April 28, 2023.

B. The Wife shall retain exclusive ownership of the Porsche Cayenne and the Honda Accord, without right or claim by the Husband. The Wife shall indemnify and hold the Husband harmless for any liability therein. If needed, the Husband agrees to timely sign title of vehicle over to Wife.

C. The Husband shall retain exclusive possession of the Nissan Frontier, Nissan 350z, and the Harley Davison without right or claim by the Wife. The Husband shall indemnify and hold the Wife harmless for any liability therein. If needed, the Wife agrees to timely sign title of vehicle over to Husband.

D. The Husband shall retain all bank and retirement accounts in his name without any claim or right by the Wife.

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E. The Wife will shall retain all bank and retirement accounts in her name without any claim or right by the Husband.

F. The Husband shall retain the accounts for Anna's 529 plan and Aubrey's Florida PrePaid College fund. The Husband shall transfer to the Wife Aubrey's 529 and Anna's Florida PrePaid College Fund within 30 day of the signing of this Agreement. The parties agree that the monies in all four accounts shall be used for the children's college education expenses only. In the event either parent withdraws funds from said accounts for a reason other than college, he/she can be held in contempt for withdrawing funds. Commencing on April 20, 2023, the Wife agrees to timely pay the monthly payment in the amount of \$137.83 for Anna and the Husband agrees to timely pay the monthly payment in the amount of \$181.19 for Aubrey. Any remaining monies in accounts after college graduation shall be given to that child. In the event either child does not go to college for any reason, or if that child unexpectedly dies, the accounts and funds shall be transferred to the other child. In the event both children fail to attend college, die or otherwise do not use the funds, the parties' shall equally divide the assets.


G. The Wife shall retain her business, Larmore & Harris Enterprises LLC, without right or claim of the Husband. The Wife shall retain all assets connected to the business, and be responsible for all debts attached hereto. The Wife shall immediately remove Husband from the business, Husband signed paperwork in December of 2022 to be removed.

H. The Wife is hereby awarded 50% of the marital portion of the Husband's NASA FERS retirement. The parties were married on April 28, 2012 and the dissolution was filed on September 27, 2022, for purposes of valuation. The Wife shall receive a pro rata share of any post-retirement cost-of-living adjustments (COLAs) or other economic improvements made to the Husband's benefits. Such


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pro rata share shall be calculated in the same manner as the Wife's share of the Participant's retirement benefits as calculated above, which is 50% of the marital portion. For purposes of the Internal Revenue Code, the Wife shall be treated as the distributee of any distribution or payments made to the Husband under the terms of a Qualified Domestic Relations Order. In order to effectuate the Assignment provisions of this Agreement regarding the division of the Husband's retirement benefits under the Plan, a QDRO shall be prepared in accordance with the terms of this Agreement and submitted to the Plan Administrator for processing. The parties hereby agree that Matthew Lundy Law-QDRO Law ("MLL") shall be hired by the Husband to prepare the QDRO in this matter. Within 10 days of this Agreement, the Husband shall contact MLL and engage their services. The parties shall equally share the cost of said QDRO preparation. Both parties shall cooperate to execute any and all documents when presented to them to effectuate this Agreement. The Court shall retain jurisdiction to enter any QDROs necessary to effectuate the terms of this Agreement, and to amend the provisions in such QDROs, as may be necessary to effectuate the terms of such QDROs. The court shall also retain jurisdiction to enter such further orders that are just, equitable, and necessary to enforce, secure, and sustain the benefits awarded to the Wife. Such further orders may include, but not be limited to, nunc pro tunc orders or orders that re-characterize the benefits awarded under the Plan to apply to benefits earned by the Husband under another Plan, as applicable, to the extent necessary to carry out the intentions and provisions of this Agreement. The Wife's Award shall be secured by Survivor Benefits (if applicable) or as a beneficiary as applicable until segregation.

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In the event the Plan does not allow assignment of the FERS to the Wife, Wife's marital share shall be calculated using the terms herein and the Husband shall be responsible to pay the Wife upon his retirement her marital share directly.

I. The Husband shall pay an equalizing payment to the Wife in the amount of \$207,967.34. Husband shall pay to the Wife in the amount of \$103,983.67 owed by July 1, 2023 and the remaining owed shall be reduced by \$1869.70 from the Husband's earnings from PlanNet Marketing so that the remaining owed to the Wife shall be \$102,113.97 no later than December 1, 2023. If the \$207,967.34 is not paid by December 1, 2023, then the marital residence will be listed for sale on December 2, 2023 and sold in a reasonable commercial manner. Wife is entitled to receive from the sale of the marital residence any remaining balance owed of the equalizing payment before Husband receives the remaining net proceeds. Wife shall be entitled to recover her reasonable attorney's fees and costs in any enforcement action.


13. **Debts and Obligations:** The debts and obligations of the parties shall be divided as follows:


A. The Husband shall be solely responsible for the payment any credit card(s) and loans held in his name, and agrees to hold the Wife harmless from any liability thereunder.

B. The parties shall be solely responsible for the payment any credit card(s) and loans held in her name, and agrees to hold the other harmless from any liability thereunder.

C. The parties shall each be solely responsible for the payment of his/her vehicle loans and agrees to hold the other harmless from any liability thereunder.

D. The parties agree herein that all matters relating to debts and obligations not specified herein have been resolved, and each party is aware of and acknowledge their liability and responsibility.

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E. The parties represent to each other that they will not at any time hereafter, directly or indirectly, in any manner or form, pledge the credit of the other party for the purchase of any goods, wares, merchandise or services, whatsoever, or for any other purpose, and each will immediately change all charge accounts, utility accounts or other accounts in the joint names of the parties to an account in their names.

F. Each party shall pay, be responsible for, and hold the other party harmless from any and all responsibilities and liabilities concerning the above described charge accounts and other items listed under personal property, above, as to each account or item that party is receiving. Each party shall immediately close all of those accounts that party is receiving if the other party is or could be jointly liable on that account.


14. **Real Property:** The parties jointly own real property located at 2414 River Rise Court, Orlando, Florida. 32828, specifically known as:

AVALON PARK VILLAGE 3 47/96 LOT 7 BLK P

Parcel No.: 05-23-32-1001-16-070

The Husband shall retain sole and exclusive ownership of the marital property, including all the property's equity. The property is secured by a mortgage and the Husband shall refinance or sell the home by December 1, 2023 to remove the Wife's name from the mortgage and/or note. The Wife shall sign a Quit Claim Deed within 10 days of being presented with same, which will transfer and convey to the Husband all her right, title, and interest in and to the property, which will be held in escrow by Husband's counsel until the refinance closing or sale of the property or upon proof that the Wife is not liable for any liability on the property. The deed shall be subject to all covenants and restrictions of record. The deed shall be prepared by the Husband's counsel and shall be recorded by the Husband upon payment of the equalizer above AND refinance or sale of the home to remove the Wife's name. The Wife specifically

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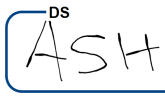
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waives all rights to deposits, including but not limited to electricity, water, sewer, telephone, cable, escrow deposits, prepaid insurance premiums, and any other prepaid expenses with respect to the property. The Husband shall be responsible for any fees incurred by the transfer contemplated herein, including recording fees, documentary stamps, etc. The Husband shall be solely responsible for all mortgages on the said property and shall indemnify, hold harmless, safeguard, defend and protect the Wife there from, including but not limited to reasonable attorneys' fees.

15. **Effect of Reconciliation:** It is the intention of the parties that this agreement will remain in full force and effect regardless of whether there is a reconciliation between the parties and the resumption of the marital relationship, except by written consent of both parties.

16. **Documents:** Each party agrees that he or she shall promptly sign, execute and deliver any and all documents, instruments and papers that may be required, requested or necessary to fulfill the terms of this agreement or to record it. In the event either party is unavailable, unable or unwilling to execute any documents which the other requests, requires or deems necessary to accomplish the provisions and intent of this agreement within ten (10) days from entry of any Final Judgment of Dissolution, that the Final Judgment itself will operate in place of that document as a conveyance or transfer of the subject property.

17. **General Release and Waiver:** Except as otherwise provided in this agreement, each party waives any and all claims, demands, rights, title and interest that he or she may have or hereafter acquire in any present or future asset of the other. This release includes, but is not limited to, the right to elect to take against any will or codicil of the other party, the right to share in the other party's estate, the right to act as executor, administrator or personal representative of the other party's estate, the right to claim dower, courtesy, inheritance, descent, distribution or any other rights or claims arising out of the marital relationship, the right to share in any pension or

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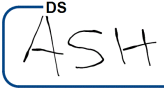
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retirement benefits of the other, excluding the right to share in any litigation awards or proceeds the other may receive for pending lawsuits. This release is binding on the executors, administrators and personal representatives, heirs and assigns of each of the parties.

18. **Review and Assent:** Each party fully understands the facts and terms of this agreement and understands his or her legal rights or obligations pursuant to the law of Florida and this agreement. Each party is signing this agreement freely and voluntarily, intending to be bound by it. Each party recognizes that each provision of this agreement may be enforced by the contempt powers of the court.

19. **Full Disclosure:** Each party has made a full, frank and complete financial disclosure of his or her assets, liabilities, income and expenses to the other party and his or her counsel. Each party acknowledges that he or she has had sufficient time and opportunity to satisfy' himself or herself as to the completeness and accuracy of the disclosure of the other's financial status. If it is found later that either party intentionally or unintentionally withheld disclosure of an asset, the value of that asset shall be equally divided.

20. **Full Agreement:** Each party agrees that this agreement constitutes the entire marital settlement agreement of the parties. This agreement supersedes any prior understandings or agreements between them, whether or not the matters were covered in this agreement. This agreement also supersedes any prior Orders of this Court, insofar as the parties' respective rights of enforcement there under are concerned. There exist no representations or warranties other than those set forth herein. The parties acknowledge that this agreement constitutes the full, complete and final settlement of all alimony rights, property rights, liabilities and other responsibilities by or between the parties. This agreement is a full, complete and final settlement of all claims of any nature whatsoever that either party may have against the other, now or in the future, except as

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expressly provided for herein.

21. **Acceptance, Rejection or Modification by Court:** Each party has been advised with respect to the laws of the State of Florida, and with respect to the power of the court to accept, reject or modify the terms of this agreement.

22. **Default or 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 events surrounding that waiver.

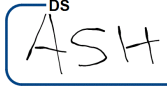
23. **Governing Law:** This agreement shall be governed by the laws of the State of Florida as they exist on the date of its execution.


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

25. **Uncontested Divorce:** It is understood by the parties that the Husband and the Wife are entering into this agreement so as to allow this matter to be finally resolved on an uncontested basis.

26. **Representation:**

A. The Wife hereby represents that she is represented herein by Christina Green, Esquire as her attorney and has been advised as to her legal rights and obligations under this agreement and enters into same freely and voluntarily.

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B. The Husband hereby represents that he is represented herein by Melisa Medina, Esquire as his attorney and has been advised as to his legal rights and obligations under this agreement and enters into same freely and voluntarily.

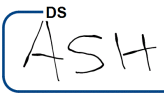
C. Each party understands the power and authority of a court of competent jurisdiction to modify the terms and provisions of this Agreement as it relates to primary physical residence, alimony and equitable distribution of assets and liabilities of the parties.


27. **Tax Advice/Consequences:** Both parties hereto have been advised that there may be certain tax consequences as a result of their entering into the Agreement and they should consult with a tax attorney or certified public accountant to educate themselves of the tax consequences prior to the execution of this Agreement. Both of the parties agree to with respect to any property received by the other in connection with the equitable distribution herein, that the party who received said property shall be solely responsible for any capital gain or tax liability incurred as a result of a subsequent sale or liquidation of that property.

28. **Attorney's Fees and Costs:** Each party shall be responsible for his or her own attorney's fees and costs.

29. **Prevailing Party Attorney's Fees:** In the event that either party seeks to enforce this Agreement, the prevailing party shall be entitled to attorney's fees and costs from the non-prevailing party, regardless of the financial positions of the parties at the time of enforcement.

30. **2022 Federal Taxes:** The parties agree to utilize the services of a mutually agreed upon CPA to file the 2022 taxes and they shall divide the costs of a CPA equally. Each party shall be responsible for their portion of the deficiency related to their own income, if any is owed, and shall pay that amount directly to the IRS. If the parties receive a refund they shall equally divide any refund. For 2023, and all years thereafter the parties shall file separate tax returns.

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32. **BlueGreen Vacations:** The Wife is awarded the timeshare and she shall pay the Husband the current fair market value of \$4,000, as well as any transfer fees to remove the Husband from the deed. The Wife shall pay the first \$2,000.00 by July 1, 2023 and the remaining \$2,000.00 no later than December 1, 2023. Both parties shall cooperate to execute any and all documents to effectuate these terms.

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

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Linda L. Harris March 27, 2023
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LINDA L. HARRIS

DocuSigned by:
Anthony Harris March 27, 2023
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ANTHONY HARRIS

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