

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

IN RE; THE MARRIAGE OF

NANCIE S. TOLER,

Petitioner/Wife,

CASE NO: FMCE22-000637

DIVISION: FAMILY

v.

RICHARD E. TOLER, JR.,

Respondent/Husband.

MARITAL SETTLEMENT AGREEMENT WITH PARENTING PLAN

BY THIS AGREEMENT (hereinafter "MSA"), by and between RICHARD E. TOLER, JR. (hereinafter "Husband") and NANCIE S. TOLER (hereinafter "Wife"), stated together as "the parties", agree as follows:

1. The parties were married on March 8, 1995 in Broward County, Florida.
2. The parties separated in July 2020.
3. This MSA is intended to be a full settlement of all matters and the parties acknowledge this agreement constitutes the entire contract.
4. The parties are entering into this MSA in exchange for the other's reciprocal promise to amicably dissolve the bonds of marriage.
5. The parties acknowledge they are entering into this agreement voluntarily and free of duress.
6. This MSA shall supersede any past agreements, written or verbal, entered into by the parties.
7. The terms of this agreement shall take effect upon signing by both parties.

REPRESENTATION:

8. **Acknowledgment of Legal Representation by Husband:** The Husband acknowledges that he has not been represented by counsel. The Husband had the opportunity to discuss this Agreement with counsel and has had the opportunity to ask questions of an attorney.
9. **Acknowledgment of Legal Representation by Wife:** The Wife acknowledges that she has been represented by the by Ryanne Seyba, Esquire, Seyba Law, PLLC, 3325 Hollywood Blvd Suite 500, Hollywood, FL 33021. The Wife has discussed each

Wife

Nancie Toler

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Page 1 of 9

Husband

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provision of this Agreement with her counsel and has had the opportunity to ask questions of her attorney with regard to the Agreement.

FINANCIAL DISCLOSURE

10. **Full disclosure by Husband and Wife:** The Husband represents to the Wife and the Wife represents to the Husband that they have each made full and complete financial disclosure to the other party of their income, expenses, assets and liabilities as they exist as of the time of execution of this Agreement and those representations are reasonably accurate with reference to each of their respective financial conditions. Each of the parties has had an opportunity to conduct full discovery in this matter.

MARITAL CLAIMS

11. Wife waives all rights to elect to take against any Will or Codicil of Husband now in force. This shall not apply to any Will or Codicils executed after the date of this Agreement.
12. Wife waives all rights to share in the Husband's estate and to exercise any right of elective share she may have.
13. Wife waives all rights to act as Personal Representative or Administrator of Husband's estate except only as provided by a Will or Codicil executed after the date of this Agreement.
14. Wife waives all rights to any Homestead real property of Husband, whether the same may be afforded by statute or state constitution, including the Florida Constitution.
15. Husband is not requesting alimony and forever waives his right to alimony.
16. Wife is not requesting alimony and forever waives her right to alimony
17. Husband waives all rights to elect to take any against Will or Codicil of Wife now in force. This shall not apply to any Will or Codicils executed after the date of this Agreement.
18. Husband waives all rights to share in the Wife's estate and to exercise any right of elective share he may have.
19. Husband waives all rights to act as Personal Representative or Administrator of Wife's estate except only as provided by a Will or Codicil executed after the date of this Agreement.
20. Husband waives all rights to any Homestead real property of Wife, whether the same may be afforded by statute or state constitution, including the Florida Constitution.

MARITAL ASSETS

Wife *Nancie Toler*
ID BjoBbMqTg5eDs5ca5v1iCdSE

Husband *Rt*
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21. Wife's Pension: Husband shall be entitled to fifty percent of the marital portion as of date of the petition of dissolution of marriage is filed and any passive appreciation or loss from the date of filing until the date of distribution. The parties shall arrange for the preparation of a QDRO within sixty (60) days of the entry of a Final Judgment of Dissolution of Marriage. The Parties represent and warrant that they will not liquidate any assets, withdraw, or remove funds from their retirement accounts, without written approval from the other Party as of the date of this Agreement. The QDRO (or other necessary order) shall be prepared by Matt Lundy, the Wife shall be responsible for all costs associated with the QDRO (or other necessary documents/orders). Both parties shall fully cooperate in providing whatever documents or information is required by Mr. Lundy to facilitate the preparation of the necessary document/order and to effectuate the transfer required herein. Time is of the essence.
22. Wife's Nationwide 457 Retirement Plan: Wife shall be awarded 100% of her Nationwide 457 Retirement Plan accumulated from her position as a police officer. The Husband waives any and all interest in said deferred compensation and agrees to sign any documents that require his signature in order to relinquish any ownership or entitlement he may have otherwise acquired.
23. Accrued Time off: Wife shall be awarded 100% of her accrued time off accumulated from her position as a police officer. The Husband waives any and all interest in said deferred compensation and agrees to sign any documents that require his signature in order to relinquish any ownership or entitlement he may have otherwise acquired.
24. Share Plan: Wife shall be awarded 100% of her share plan. The Husband waives any and all interest in said share plan and agrees to sign any documents that require her signature in order to relinquish any ownership or entitlement she may have otherwise acquired.
25. The Husband shall retain the Dodge Ram currently in his possession. Husband shall have exclusive possession of this vehicle and shall be responsible for all payments, insurance, taxes maintenance and obligations, and shall indemnify and hold Wife harmless regarding the same, including attorney's fees.
26. The Wife shall retain Jeep Wrangler and the Volkswagen Passat currently in her possession. Wife shall have exclusive possession of both vehicles and shall be responsible for all payments, insurance, taxes maintenance and obligations, and shall indemnify and hold Husband harmless regarding the same, including attorney's fees.
27. Wife shall have sole possession, ownership and usage of her personal belongings which include but are not limited to: electronic devices; jewelry; clothing; pictures and memorabilia. Husband shall receive no compensation for Wife's belongings.
28. The parties have amicably divided and shall keep as their sole personal property all those items of personal property, which they brought into the marriage and all of those items currently in their possession.

Wife *Nancie Toler*
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Husband *Rt*
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29. Husband shall have sole possession, ownership and usage of his personal belongings, which include but are not limited to: electronic devices; jewelry; clothing; pictures and memorabilia. Wife shall receive no compensation for Husband's belongings.
30. The parties each have established separate bank accounts. Each shall be entitled to sole ownership of all separately established bank accounts.

MARITAL LIABILITIES

31. Wife shall be solely responsible for the following credit card accounts.
 - a. Spacecoast Visa #4463
 - b. American Express #9007
32. Husband shall be solely responsible for the following credit card account:
 - a. American Express solely in his name
33. The parties' have no other debts in their joint names. Wife shall be solely responsible for paying all debts, which are solely in her name and shall refrain from incurring any indebtedness in Husband's name. Husband shall be solely responsible for paying all debts, which are solely in his name and shall refrain from incurring any indebtedness in Wife's name.
34. The Wife shall take the Husband off as an authorized user of any and all credit card accounts solely in her name and shall indemnify and hold Husband harmless regarding the same, including attorney fees
35. The Husband shall take the Wife off as an authorized user of any and all credit card accounts solely in his name and shall indemnify and hold Wife harmless regarding the same, including attorney fees

TAX LIABILITY

36. Each party agrees to indemnify and hold the other harmless from all tax levies, assessments, fines and expenses arising as a result of his or her income or a disallowance of his or her deductions pertaining to such filing.
37. The Wife shall claim the child each year on her taxes.

INDEMNITIES

38. In the event that the Husband has signed any legal documents obligating himself or guaranteeing any obligation for or on behalf of the Husband, or business, whether unsecured, or whether secured upon any of the properties owned by the Husband, or by the Husband and Wife jointly, Husband agrees to indemnify the Wife and hold harmless for any claims made against the Wife therefore, including any sums to which the Wife may be obligated to pay for the payment of attorney's fees in relation thereof, or that Wife may expend to defend herself thereon.

Wife *Nancie Toler*
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Husband *Rt*
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39. In the event that the Wife has signed any legal documents obligating herself or guaranteeing any obligation for or on behalf of the Wife, or business, whether unsecured, or whether secured upon any of the properties owned by the Wife, or by the Husband and Wife jointly, Wife agrees to indemnify the Husband and hold harmless for any claims made against the Husband therefore, including any sums to which the Husband may be obligated to pay for the payment of attorney's fees in relation thereof, or that Husband may expend to defend himself thereon.

JURISDICTION:

- 40. The United States is the country of habitual residence of the child.
- 41. The State of Florida is the children's home state for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act.
- 42. This Parenting Plan is a children custody determination for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act, the International Child Abduction Remedies Act, 42 U.S.C. Sections 11601 et seq., the Parental Kidnapping Prevention Act, and the Convention on the Civil Aspects of International Child Abduction enacted at the Hague on October 25, 1980, and for all other state and federal laws.

MINOR CHILD:

- 43. This parenting plan is for the parties one (1) minor children, to wit, Dylan Toler born January 23, 2005.

RELOCATION:

- 44. Any relocation of the children is subject to and must be sought in compliance with Section 61.13001.

PARENTAL RESPONSIBILITY/DECISION MAKING:

- 45. **Shared Parental Responsibility:** Each of the parties recognizes the love, devotion and dedication of the other to their minor child. The parties agree that they shall have shared parental responsibility for the minor child and shall consult and confer with each other with respect to all decisions involving the education, health, religion and general welfare of the child. Moreover, either parent may consent to mental health treatment for the child.
- 46. **Day-to-Day Decisions:** The parent with whom the children are with shall be responsible for routine and day to day decisions affecting the children when the children is with that parent and will keep the other parent reasonably informed of such decisions.
- 47. **School Choice:** The Wife's address will be used to designate the school address.
- 48. **Emergency Decisions:** It is understood that some decisions must be made on an emergency basis, and in such event each of the parties acknowledges that he or she has

Wife *Nancie Toler*
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Husband *Rt*
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full confidence in the other's ability to make a unilateral decision in the event of an emergency for the children's welfare. In the event of such an emergency, the parties agree to inform the other parent of same as timely and as reasonably as possible.

49. **Encouragement of Love and Affection:** Each of the parties shall exercise good faith and his and her best efforts at all times to encourage and foster the maximum relation of love and affection between the minor children and their mother and father. Neither of the parties at any time shall disparage, criticize denigrate, demean, verbally abuse, or slander the other parent to, or in the presence of the children, and neither parent shall permit anyone else do so in the children's presence. The relationship between the parents shall be as businesslike as possible. Each parent shall be courteous and respectful to the other parent.
50. **Access to Records and Information:** Each parent shall have access to and use of records and information pertaining to the minor children including, but not limited to, medical, dental and school records, birth certificates, identification papers, social security cards, immunization papers and passports. Both parents shall be listed as "emergency contacts" for the children.
51. **Duty to Inform:** Each parent has a continuing responsibility to provide a residential, mailing, and contact address and contact telephone number to the other parent. Each parent shall notify the other parent in writing within 24 hours of any changes. Each parent shall notify the court in writing within (7) days of any changes.

HEALTHCARE EXPENSES:

52. **Insurance:** The minor child is currently covered Wife's insurance. The Wife will continue to provide insurance for the child.
53. **Health Care Expenses:** The parties agree to split the cost equally of all deductibles and all uncovered medical expenses and all other agreed-upon reasonable and necessary expenses including, but not limited to, any uncovered medical, dental, orthodontics, ophthalmological, psychological, psychiatric and prescription expenses for the benefit of the minor child. The party making any out of pocket medical expenses shall provide the bill or invoice to the other party within fifteen (15) days and the other party shall have thirty (30) days to reimburse the other parent.

TIMESHARING:

54. For all other time not indicated below, the children shall be with the Wife.
55. **Overnights:** Wife has a total of 183 overnights per year, Husband has a total of 182 overnights per year.

Wife Nancie Toler
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Husband Rt
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D.T., is 17 years old as of the time of the preparation and entry of this Agreed Parenting Plan. In light of his involvement with school, his social life, personal preference and the proximity between the parents' respective homes, the Mother shall exercise the majority of the timesharing with the minor child and the Father shall have reasonable timesharing with the minor child at mutually agreed upon times, taking into account the preference of the child and her schedule. The parties agree that a flexible timesharing schedule where the child has input in his schedule is in his best interest.

56. **Schedule Changes:** A parent making a request for a schedule change will make the request as soon as possible, but in any event, except in cases of emergency, no less than twenty-four (24) hours before the change is to occur.

57. **School Calendar:** If necessary, on or before May 1 of each year, both parents will obtain a copy of the school calendar for the next school year. The parents shall discuss the calendars and the time-sharing schedule so that any differences or questions can be resolved.

58. The parents shall follow the school calendar of the children.

a. **Academic Break:** An Academic Break Period is defined as the period beginning at the end of the last scheduled day of classes before the holiday or break and ending on the first day of regularly scheduled classes after the holiday or break.

b. **Winter Break:** Regular timesharing schedule.

c. **Spring Break:** Regular timesharing schedule.

d. **Summer Break:** Regular timesharing schedule.

HOLIDAY TIMESHARING:

59. **Thanksgiving Vacation:** Regular timesharing schedule.

60. **Mother's Day, Father's Day, and Parents' Birthdays:** The child shall be with the Mother on Mother's birthday and Mother's Day and with the Father on his birthday and Father's Day. Time begins at 9am Sunday and ends Monday drop off at school/other parents home.

61. **Children's birthday:** The party who does not have the children shall have access to the children for at least two hours that day if a school day from 4:00pm until 6:00pm and at least four hours if that day is a weekend or non-school day unless otherwise agreed to by the parties.

SUPPORT:

62. **Amount and Commencement of Payments:**

Wife Nancie Toler
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Husband Rt
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- a. Based upon the respective incomes of the parties and the timesharing schedule set forth in the Parenting Plan, neither party shall owe the other party child support. The child support guidelines worksheet is attached hereto as Exhibit A.

TRANSPORTATION AND EXCHANGE:

63. The parent beginning their time-sharing shall provide transportation for the children.
64. Both parents shall have the children ready on time with sufficient clothing packed and ready at the agreed upon time of exchange. If a parent is more than thirty (30) minutes late without contacting the other parent to make other arrangements, the parent with the children may proceed with other plans and activities.

COMMUNICATION:

65. **Between Parents:** All communications regarding the children shall be between the parents. The parents shall not use the children as messengers to convey information, ask questions, or set up schedule changes. The parents shall communicate with each other via telephone, by letter, by email, and via text messaging.
66. **Between Parent and Children:** Both parents shall keep contact information current. Telephone or other electronic communication between the children and the other parent shall not be monitored by or interrupted by the other parent. "Electronic communication" includes telephones, electronic mail or e-mail, webcams, video-conferencing equipment and software or other wired or wireless technologies or other means of communication to supplement face to face contact.
67. The child may request to have telephone, email, or text messaging with the other parent at any time.

ACTIVITIES/SUMMER CAMP/SCHOOL COSTS:

68. **Extracurricular Activities/Summer Camp/School Costs:** The parties shall confer and agree upon reasonable and appropriate activities for the children and neither party shall unreasonably withhold their consent. The parties shall split the cost of the agreed upon extracurricular activities by their pro rata share. The parties shall split by their pro rata the cost of uniforms and any and all equipment required for extra-curricular activities, summer camp, school costs including but not limited to school supplies and uniforms.

FOREIGN AND OUT-OF-STATE TRAVEL:

69. Either parent may travel within the United States with the children during his/her timesharing. The parent traveling with the children shall give the other parents at least seven (7) days written notice before traveling out of state unless there is an emergency, and shall provide the other parent with a detailed itinerary, including locations and telephone numbers where the children and parent can be reached at least seven (7) days before traveling.

Wife *Nancie Toler*
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70. Either parent must obtain written consent from the other parent or court order for travel out of the country. Consent shall not be unreasonably withheld. Written consent must be obtained at least thirty (30) days from the date of travel.

CHANGES OR MODIFICATIONS OF THE PARENTING PLAN:

71. Temporary changes to this Parenting Plan may be made informally without a written document; however, if the parties dispute the change, the Parenting Plan shall remain in effect until further order of the court.

72. Any other substantial changes to this Marital Settlement Agreement and Parenting Plan should be sought with a Supplemental Petition for Modification.

ATTORNEY’S FEES:

73. Each party shall pay their own attorney’s fees.

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this Marital Settlement Agreement and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5/5/2022

Date

Nancie Toler

ID BjoBbMqTg5eDs5ca5v1iCdSE

NANCIE S. TOLER, Wife

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this Marital Settlement Agreement and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

6/29/2022

Date

Rt

ID J3yRTvzz9cLLS9ChEuaXEzj2

RICHARD E. TOLER JR., Husband

Nancie Toler

Wife ID BjoBbMqTg5eDs5ca5v1iCdSE

Rt

Husband ID J3yRTvzz9cLLS9ChEuaXEzj2

eSignature Details

Signer ID: BjoBbMqTg5eDs5ca5v1iCdSE
Signed by: Nancie S Toler
Sent to email: Bct030801@gmail.com
IP Address: 166.142.158.15
Signed at: May 5 2022, 2:07 pm EDT

Signer ID: J3yRTvzz9cLLS9ChEuaXEzj2
Signed by: RICHARD E. TOLER, JR.
Sent to email: rtoler@acmebarricades.com
IP Address: 174.211.107.229
Signed at: Jun 29 2022, 4:24 pm EDT