

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

SHONDA TOLIVER,
Petitioner/Wife,

CASE NO.: FMCE21-5357

DIVISION: VIAMONTES

and

EARNEST TOLIVER,
Respondent/Husband.

_____ /

NOTICE OF FILING MARITAL SETTLEMENT AGREEMENT

Comes now Respondent/Husband, **EARNEST TOLIVER**, by and through undersigned counsel, hereby gives Notice of filing the attached Marital Settlement Agreement.

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that a true and correct copy of the foregoing has been electronically filed with the Clerk of the Courts and a true and correct copy has been furnished to all interested parties identified via the Florida Courts E-Filing Portal on this 13th day of June, 2022.

LAW OFFICE OF KRISTIN PADOWITZ, P.A.
Attorney for Respondent/Husband
888 S. Andrews Ave. Suit 205
Fort Lauderdale, Florida 33316
Telephone - (954) 546-3313
E-Mail: Kristin@Lauderdaledivorcelawyer.com

By: /s/Kristin Padowitz
KRISTIN PADOWITZ, Esq.

Florida Bar No.: 0175382

THE CIRCUIT COURT OF THE 17th JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

SHONDA TOLIVER,
PETITIONER/WIFE

CASE NO. 2021-005357 FMCE

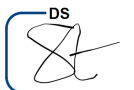
V

ERNEST TOLIVER,
RESPONDENT/HUSBAND.

_____ /

MEDIATED SETTLEMENT AGREEMENT

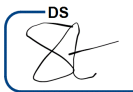
1. The parties agree to settle all outstanding issues pending before the Court regarding their Dissolution of Marriage action.
2. The parties have a marital home located at: 5306 Plunkett Street, Hollywood, Florida. The husband is currently residing at the home. The parties agree that the husband will be entitled to retain the home upon the total payment of \$159,252.00 (one hundred fifty-nine thousand two hundred and fifty-two dollars). This total includes \$145,500.00 for the wife's share of the home and \$16,752.00 as the wife's 50% share of the joint bank account). This total amount will be paid to the wife within the next (60) days. Upon full payment of the \$152,252,00 the wife will execute a quit claim deed releasing her interest in the home to the husband.
3. The parties agree that the wife will be entitled to have duplicate pictures made of the family photos.
4. The parties will each retain any bank account, credit card accounts or vehicles titled in their sole names, along with any loans against the vehicles. The parties have a joint Bright Star

DS


DS


Account that the wife will cooperate in having her name removed. The parties will have this account either closed or have the wife's name removed within the next (30) days.

5. The parties each have Florida State Retirement System Pension Plans (both parties state that they have the annuity plan and not the investment plan). The parties will have a Qualified Domestic Relations Order prepared providing the other with 50% of the marital portion of the other parties' plan. The martial portion is defined as from the date of the Marriage to the Date of the filing of the Petition for Dissolution of Marriage. Wherein each of the parties will be provided with their 50% share. Each of the parties will be responsible to have the necessary QDRO prepared for the FRS plan they will be receiving and be responsible for the cost of preparation of this order.
6. The husband also has two retirement accounts: TSA 1 and ING 403B plans. The parties acknowledge that the wife is entitled to 50% of the plans. The husband will have a (QDRO prepared transferring \$60,000.00 of these retirement funds from the TSA 1 to an account for the wife) this will be at the husband's expense. This transfer will be initiated within the next (10) days through a QDRO preparer.
7. The husband will commence paying to the wife \$750.00 per month as permanent periodic alimony. This amount will be paid to the wife commencing as of August 1, 2022, and continue each month thereafter on the first of each month until further order of the Court, death of either party or the remarriage of the wife.
8. The husband will list the wife as the full beneficiary of the \$150,000.00 term life insurance policy he has with his employer. This beneficiary designation will be made within the next (10) days. The husband will provide proof of this change within the next (15) days. The husband will provide upon request annually proof of this designation to the wife. This

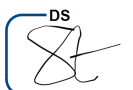
A blue rectangular box containing a handwritten signature in blue ink. The signature is stylized and appears to be the name of the husband. Above the signature, the letters "DS" are printed in a small font.A blue rectangular box containing a handwritten signature in blue ink. The signature is stylized and appears to be the name of the wife. Above the signature, the letters "DS" are printed in a small font.

obligation to provide the wife with this life insurance benefit is only while he has and obligation for the payment of alimony.

9. The parties agree that the wife will be entitled to retain the time share property with Wyndham. The husband will execute any documents presented by the wife to release his interest in this time share, returning the executed documents within (15) days of his receipt. The wife is fully responsible for the maintenance fees or any other liability associated with this time share as of August 1, 2022.
10. The parties agree that they will be responsible for their own legal fees and costs. The parties are equally responsible for the cost of mediation.

The parties agree that they have freely and voluntarily entered into this agreement with advice of their respective counsel. The parties agree that they have not suffered any form of duress, coercion, threats, or intimidation in the entry of this agreement. The parties specifically agree and acknowledge that if they believe that they have been pressured, forced, intimidated, or coerced in any way to enter into this agreement, that they have the absolute right to leave the mediation process and that the Court will not be informed in any way that they did not desire to settle their case. The parties understand that they are under no obligation to sign this agreement and that they have the right to have their case heard by the Court. Each of the parties agrees that they are satisfied with their respective counsel's advice.

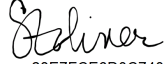
The parties agree that they have freely and voluntarily entered this agreement. They agree they have had all their questions answered by their counsel. The parties acknowledge that if they choose to participate in the mediation process and enter an agreement without having the benefit of counsel, this was at their sole discretion, and they understand that they had no obligation to enter into an agreement without having had counsel. If a party chose to proceed without counsel, they agree and understand that they are bound by this agreement and they believe that the entry of this agreement is in their best interest. Both parties acknowledge that they have not received any legal advice from the mediator. The parties acknowledge that they have not received any tax advice from any of the participating professionals unless they had the benefit of a private accountant. Both parties agree that they have not been kept in mediation longer than they have determined necessary for their case, and both agree that they were free to take breaks, eat, drink and consult with anyone

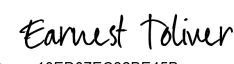


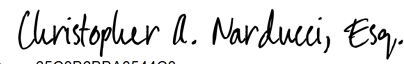
they desired to during the process. Both parties agree and understand that this is a final agreement to be entered by the Court and that there is no right of rescission.

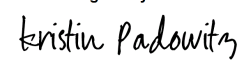
The parties specifically acknowledge, consent, and agree that this Agreement has been executed electronically via DocuSign by all parties and agree that the Uniform Electronic Transaction Act Fla. Stat. 668.50 et. Sec. applies to this Agreement in that these electronic signatures shall have the same effect as an actual signature.

This agreement is being entered on 7/11/22.

DocuSigned by:

28E7FCE6D0C740F...

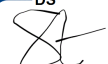
DocuSigned by:

10ED07EC32BE45B...

DocuSigned by:

65C0B6BBA0544C0...

DocuSigned by:

81ED8A7662B6441...

DocuSigned by:

A29463C24C8D45A...
Mediator

DS


DS
