

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

IN RE: THE MARRIAGE OF:

CASE NO.: 2022-DR-10331

CLIFTON LOYD THOMPSON,

Petitioner,  
and

CINDY BETH THOMPSON,

Respondent.

\_\_\_\_\_ /

**MARITAL SETTLEMENT AGREEMENT**

THIS MARITAL SETTLEMENT AGREEMENT (“Agreement”) is made and entered into this 24th day of April, 2023 by and between CINDY BETH THOMPSON (hereinafter referred to as the “Wife”) and CLIFTON LOYD THOMPSON (hereinafter referred to as the “Husband”).

**WITNESSETH**


WHEREAS, the parties hereto are husband and wife, having married one another on October 17, 2009, and

WHEREAS, there are no other children born of the parties’ marriage nor are any additional children expected; and

WHEREAS, as a consequence of various disputes, difficulties and other differences, the parties separated and maintain separate households; and

WHEREAS, the parties have given much thought and careful consideration to the settlement of these differences and have determined that they are serious and irreconcilable; and

WHEREAS, it is the desire and intention of the parties hereto that their relations with respect to property, financial matters, support, parenting and all other obligations and

  
\_\_\_\_\_  
Wife

  
\_\_\_\_\_  
Husband

responsibilities be finally fixed by this Agreement in order to settle and determine in all respects and for all purposes their respective present and future property rights, financial matters, support and other obligations, responsibilities, claims, and demands in such a manner that any action with respect to the rights and obligations, past, present or future, of either party with respect to the other, be finally and conclusively settled and determined by this Agreement, and

NOW, THEREFORE, in consideration of the mutual covenants, releases and agreements herein contained, it is hereby agreed and stipulated between the parties as follows:

1. **SEPARATION**. The parties hereafter intend to live separate and apart at any place or places that he or she shall select, each being freed of any and all marital responsibilities and duties to the other as if the parties were single and unmarried, subject to the provisions hereinafter set forth. Neither party shall hereafter annoy, harass, or interfere with the life, business or personal affairs of the other party.

2. **SUBSEQUENT DIVORCE**. The parties have instituted an action for dissolution of marriage in a court of competent jurisdiction, which action shall be subject to the following:

(a) Neither party shall make any claim for alimony except as specifically provided for in this Agreement.

(b) Neither party shall make any claim for attorneys' fees or costs except in accordance with the provisions of this Agreement.

(c) This Agreement shall be offered in evidence by either party in the dissolution proceeding and, if acceptable to the Court, shall be incorporated by reference in the Final Judgment of Dissolution of Marriage. This Agreement shall survive the Final Judgment of Dissolution of Marriage and be binding upon the parties for all times.

DS  
CT

Wife

DS  
CT

Husband

(d) The parties agree that the terms and conditions contained in this Agreement shall be enforceable by contempt proceedings, as well as any other remedy available under the laws of the State of Florida.

(e) A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing, signed by both parties and properly witnessed and notarized. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

3. **MUTUAL RELEASES AND INDEMNIFICATION.**

(a) Except as otherwise provided in this Agreement, each party releases the other from all claims or demands he or she may have, up to the date of this Agreement.

(b) Except as otherwise provided, each party waives and relinquishes all rights that he or she may have or hereafter acquire:

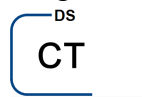
(i) To inherit under any Will or Codicil of the other party now in effect;

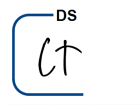
(ii) To share in the other party's estate under the laws of descent, including elective share;

(iii) To act as Personal Representative of the other party's estate.

(iv) To collect benefits as a named beneficiary of the other party's accounts including, but not limited to, life insurance policies.

(c) Nothing contained in this Agreement shall be construed to prevent either party from making a bequest to the other, by Will or Codicil, or designating the other to act as Personal Representative, pursuant to the terms of any Will or Codicil dated after the entry of Final Judgment of Dissolution of Marriage.

  
Wife

  
Husband

(d) The parties agree that each shall indemnify, defend and hold the other party harmless from any claim, demand or judgment for damages that may be assessed against the other party for failure to pay any obligation which said party has assumed, or for any accident, injury or liability involving jointly owned or titled property, which has been transferred to him or her.

(e) Within a reasonable time after written demand, but in no event more than fifteen (15) days, each party shall execute, acknowledge and deliver all documents or instruments required to carry out the provisions of this Agreement and to perform all reasonable acts implied in carrying out the intent of this Agreement, unless otherwise set forth herein. A party who fails on demand to comply with this provision or any other obligation contained in this Agreement shall pay to the other party all attorneys' fees, costs and other expenses reasonably incurred as a result of that failure or the enforcement of the obligation.

(f) If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nonetheless continue in full force and effect.

4. **RECONCILIATION**. It is the intention of the parties that reconciliation shall neither abrogate nor affect the provisions of this Agreement concerning the settlement and disposition of property rights between the parties, unless this Agreement is declared null and void by the parties in writing.

5. **MEDIATION**. Except as may otherwise be provided herein, the parties agree to attempt to resolve disagreements, disputes, and conflicts regarding the terms of this Agreement by mediation on one (1) occasion as a requirement and condition precedent to judicial intervention in the event that the parties are unable to do so on their own except for contempt and enforcement proceedings. The parties shall be required to discharge these obligations in good faith.

DS  
CT

Wife

DS  
CT

Husband

6. **PARTIES' INSURANCE.** Effective from the date of this Agreement, each party shall be responsible for providing his or her own life, home, health, dental, automobile and any other insurance when they next become due.

7. **ALIMONY WAIVED BY BOTH PARTIES.** Each party hereby forever waives any and all alimony from the other party to include durational, lump sum, rehabilitative, bridge the gap, or permanent alimony for the past, present and future.

8. **INTEGRAL PART OF AGREEMENT.** The parties acknowledge that the alimony waiver provision contained in this Agreement is an integral part of this Agreement in its entirety and that they have considered all of the financial rights and responsibilities of the parties in deciding to waive the right to alimony.

9. **EQUITABLE DISTRIBUTION OF ASSETS.** As a division of the parties' marital estate, each of the parties is to have the following real and personal property as further described below and as more particularly described and incorporated by reference herein. As part of the equitable distribution of the assets acquired during the marriage, the Wife has received or shall receive the following free and clear of any right, title, interest or claim of the Husband. Likewise, the Husband has received or shall receive the following free and clear of any right, title, interest or claim of the Wife. Without limiting the generality of the foregoing, the parties hereby further agree and state as follows:

(a) **Real Property.**

(i) **Wife's Non-Marital Residence.** The Wife own the property located at 3701 Lochinvar Lane, Orlando, Florida 32803, ("former marital home"). The home shall hereafter be the sole and separate property of the Wife. The Husband hereby transfers and

<sup>DS</sup>  
CT

Wife

<sup>DS</sup>  
CT

Husband

conveys his interest in the home to the Wife as and for any marital component he may be owed in consideration of the equitable distribution per Florida statutory analysis, and *Kaaa* analysis.

(1) If necessary, simultaneously with the execution of this Agreement, the Husband will execute a Quit-Claim Deed conveying the Husband's interest in the former marital home to the Wife. *However, the Husband's name was never added to the deed to the home so this clause may be unnecessary.* Effective immediately, the Husband assigns to the Wife his interest in the homeowners insurance policy (fire and extended coverage) covering the property, if any, and any deposits with utilities.

(2) The Wife shall be responsible for any necessary fees incurred resulting from the transfer, including recording fees, documentary stamps, and mortgage company transfer costs, if any.

(3) From the date of this Agreement, and except as otherwise set forth herein, the Wife shall be solely responsible for all costs and expenses associated with the former marital home including, but not limited to, payments for taxes, insurance, mortgage, homeowners' association dues, maintenance, and utilities, and she shall indemnify, defend and hold the Husband harmless therefrom, including any attorneys' fees and costs associated herewith. The Wife shall be entitled to the deduction for all real property taxes and mortgage interest associated with the home in 2022 and going forward.

(b) **Bank Accounts.**

(i) **Husband's Thompson's Custom Cabinets, Inc. checking xxx-5251.** The Husband has a Checking Account ending in #5251, the contents of which shall be the sole and separate property of the Husband and the Wife hereby relinquishes any and all claim, right, interest or entitlement she may have in this account.

<sup>DS</sup>  
CT

Wife

<sup>DS</sup>  
CT

Husband

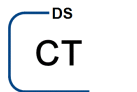
(ii) **Wife's Bank of America checking xxx-6572** The Wife has a Checking Account ending in #6572, the contents of which shall be the sole and separate property of the Wife and the Husband hereby relinquishes any and all claim, right, interest or entitlement he may have in this account.

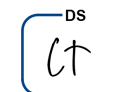
(c) **Retirement Accounts**. If necessary, the parties shall work together with one another and all associated professionals to ensure that all necessary documentation shall be drafted for any Qualified Domestic Relations Order ("QDRO") required to carry out the intent of this Agreement. The parties shall each remit his or her half of the payment to Matt Lundy, Attorney no later than May 5, 2023. The Wife shall remit to Attorney Lundy any and documents he requests for the preparation of the QDRO within 5 days of being requested to do so.

(i) **Husband's Millenium IRA**. The Husband has a Millenium IRA which shall be the sole and separate property of the Husband, and the Wife hereby waives any and all rights and interests she may have in this account.

(ii) **Wife's Lockheed Martin Salaried Savings Plan ("SSP")**. The Wife has a Salaried Savings Plan retirement account arising out of her employment with Lockheed Martin with an approximate amount of Four Hundred Forty-Five Thousand Two Hundred Seventy-Four and 66/100 Dollars (\$445,274.66). The Husband shall be entitled to the total sum of two hundred fifty thousand and 00/100 dollars (\$250,000.00) from this account. No gains or losses shall be attributable to the amount distributed to the Husband.

(iii) **Wife's Fidelity Roth IRA**. The Wife has a Fidelity Roth IRA retirement account with an approximate after-tax value of as of the date of filing of \$1,575.91, which is non-marital.

  
Wife

  
Husband

(d) **Vehicles.**

(i) **Wife's Vehicle.** The parties own a 2013 Nissan Rogue, which shall be the Wife's sole and separate property and the Husband hereby waives any right, interest or claim he may have in same. **Within ten (10) days** from the date hereof, the Husband agrees to execute any and all documents as necessary and proper to transfer of title of the 2013 Nissan Rogue to the Wife, including the removal the Husband's name from the title, **if applicable**. Effective immediately, the Wife shall be solely responsible for any and all current and future costs, loans, insurance, accident or maintenance expenses and other liabilities associated with the 2013 Nissan Rogue and shall indemnify, defend and hold the Husband harmless therefrom, including any attorneys' fees and costs associated therewith.

(ii) **Husband's Vehicle.** The parties own a 2014 Ram 1500 which shall be the Husband's sole and separate property and the Wife hereby waives any right, interest or claim she may have in same. The Husband shall request a duplicate title no later than May 1, 2023 from the local tag/title office. He shall pay all fees required with that procedure. The Husband shall send to the Wife, the title within 5 days of receiving same, and shall do so with a service that provides tracked delivery. The Wife shall have 5 days to execute the title and mail it back to the Husband using a service that provides tracked delivery. The Husband shall have 5 days from the date of receipt of the properly executed title to remove the Wife's name from the vehicle title and registration and provide proof this has been completed to the Wife. The Wife shall execute the title and mail it via priority mail, or trackable delivery to the Husband no later than May 5, 2023. Effective immediately, the Husband shall be solely responsible for any and all current and future costs, loans, insurance, accident or maintenance expenses and other liabilities associated with the

<sup>DS</sup>  
CT

Wife

<sup>DS</sup>  
CT

Husband



2014 Ram 1500 and shall indemnify, defend and hold the Wife harmless therefrom, including any attorneys' fees and costs associated therewith.

(e) **Personal Property.**

(1) **Jewelry.** The parties have accumulated certain items of jewelry over the course of their marriage. The Wife's jewelry shall be the sole and separate property of the Wife, and the Husband's jewelry shall be the sole and separate property of the Husband. Each party waives any right or interest which he or she may have in the other party's jewelry.

(2) **Wife's Personal Belongings.** The Wife shall have as her sole and separate property, her personal belongings and affects currently in her possession, except as otherwise specified herein.

(3) **Husband's Personal Belongings.** The Husband shall have as his sole and separate property, his personal belongings and affects currently in his possession, except as otherwise specified herein. This includes his marital and premarital guns.

(f) **Proper Documentation.** The parties shall sign such documents as are necessary and proper to transfer their interest in the above property to the other.

10. **EQUITABLE DISTRIBUTION OF LIABILITIES.** In addition to any of the above listed liabilities associated with the parties' property, the parties' marital shall each be responsible for certain liabilities, as further described below and as more particularly described herein.

(a) **Other Liabilities.** Each party will be responsible for his or her liabilities existing in each other's sole names and each shall indemnify, defend and hold the other party harmless from the liabilities.

<sup>DS</sup>  
CT

Wife

<sup>DS</sup>  
CT

Husband

(b) **Credit Card Debt**. Each party will be responsible for his and her own credit card debts existing solely in each party's names and each shall indemnify, defend and hold the other party harmless from the liabilities.


(c) **Other Debts**. Both the Husband and Wife agree and stipulate that each party shall be responsible for any and all debts presently existing in his or her own name not otherwise set forth herein and, further, that neither will under any circumstances purchase or contract for the purchase of any goods, wares, merchandise, or any property of any kind on the credit of, or in the name of, the other party or make or enter into any contract on the credit of or in the other party's name from the date of this Agreement forward, and each agrees to hold the other party free from any damage, obligation or expense involved in or in connection with any purchase or contract of any nature or description which may be hereafter entered into by the other party or any transaction of any kind, nature or description in which they may participate.

11. **EQUALIZATION PAYMENT**. The parties agree that, given the equitable distribution of assets and liabilities set forth in this Agreement, neither party shall pay to the other any form of equalization payment.

12. **INCOME TAX RETURNS**. The parties agree as follows:

(a) **Tax Return**. The parties shall file separately for 2023 and for each and every year thereafter. The parties filed a Joint Income Tax return for the 2022 income tax year. The parties shall equally divide the net refund (only tax preparer costs deducted). Once the Wife receives the refund, she shall notify the Husband within 48 hours and shall electronically transfer his half to the Husband within 5 days of receiving the refund.

(b) **Audit/Deficiency**. In the event of an audit by the IRS pertaining to any previously filed joint tax return or in the event of a refund or deficiency assessment made in

  
Wife

  
Husband


connection with any of the parties' previously filed joint returns, the parties shall equally split any and all taxes that may become due, with interest and penalties and any expense, including attorneys' fees, occasioned by the audit or deficiency. In the event any deficiency results from any previously filed joint tax returns and said deficiency is attributed to one party's income, that party shall be solely responsible for any past due and owing taxes and penalties resulting from an IRS audit and the other party may file a for as an "Injured Spouse" pursuant to IRS tax laws and regulations.

(c) **Refund.** In the alternative, each party shall individually retain any refund associated with any separately filed return.

(d) **Notice.** Both parties shall be responsible for notifying the other in writing immediately upon receipt of any notice received by them from the IRS concerning any jointly filed return.

13. **TAX ADVICE.** Both of the parties hereto have been advised that there may be certain tax consequences as a result of their entering into this Agreement and that 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 that 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 responsible for any capital gain incurred as a result of a subsequent sale or liquidation of that property.

14. **ATTORNEY'S FEES.** The parties shall be responsible for the payment of his or her own attorneys' fees and costs related to this initial proceeding through the entry of a Final Judgment of Dissolution of Marriage. In the event of a legal action or other proceeding arising under this Agreement or a dispute regarding any alleged breach, default, claim, or

  
Wife

  
Husband

misrepresentation arising out of this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level. The prevailing party shall also be entitled to recovery any attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of attorneys' fees and costs due to the prevailing party.

15. **RECOVERABLE COSTS.** The reasonable costs that the prevailing party shall be entitled to recover pursuant to the above paragraph shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation and Costs), as well as costs not taxable thereunder. Such recoverable costs shall specifically include, but not be limited to: (1) costs of investigation; (2) costs of copying documents or other materials, whether for discovery, filing with the court, internal review, or any other purpose; (3) costs for electronic discovery; (4) Westlaw, Lexis Nexis, or other electronic research service charges; (5) telephone charges; (6) mailing, commercial delivery service, and courier charges; (7) travel expenses, whether for investigation, depositions, hearings, trial, or any other purpose; (8) information technology charges; (9) any and all consultant or expert witness fees, whether or not such fees are incurred in connection with a court-ordered report or testimony at a deposition, hearing, or trial; (10) court reporter and transcript fees, whether for deposition, trial, or an evidentiary or non-evidentiary hearing; (11) mediator fees; and (12) any other reasonable cost incurred by the prevailing party in connection with the dispute.

16. **REPRESENTATIONS OF THE PARTIES.** The Husband hereby represents and states to the Wife that he has sought and obtained independent legal counsel and advice in the preparation and effect of this Agreement, and that he has been fully informed by Ryan Peters,

CT  
Wife

CT  
Husband


Esquire, as to his legal rights and obligations under this Agreement, and understands both his legal rights and the effects of this Agreement. The Wife hereby represents and states to the Husband that she has sought and obtained independent legal counsel and advice in the preparation and effect of this Agreement, and that she has been fully informed by Kim M. McGwier, Esquire, as to her legal rights and obligations under this Agreement, and understands both her legal rights and the effects of this Agreement.


17. **FURTHER REPRESENTATION**. Each of the parties understands, agrees and stipulates that each has incorporated into this Agreement his or her full, complete and entire understanding and agreement; that this Agreement constitutes the entire contract of the parties and supersedes any and all prior understandings between them on the subjects covered. Further, the parties agree that no statement, conversation, agreements, understandings, representations or other matter of whatsoever character which has heretofore occurred or transpired between them, except as herein expressly set forth, shall have any force or effect.

18. **FINANCIAL DISCLOSURE**. Each of the parties represents and states, each to the other, that each has made a full disclosure to the other of his or her financial condition, and that each have exchanged financial affidavits and mandatory disclosure.

19. **VOLUNTARY AGREEMENT**. Each of the parties hereby represents each to the other, that each is signing this Agreement freely and voluntarily, intending to be bound by it.

20. **BINDING AGREEMENT**. Each of the parties hereby acknowledges that upon the execution of this Agreement, such party is bound by the terms contained herein and that this Agreement may be subsequently incorporated into an order or final judgment by a court of competent jurisdiction. Each of the parties further acknowledges that said party may be found in

  
Wife

  
Husband

contempt by a court of competent jurisdiction upon such party's failure to timely and fully comply with the terms contained in this Agreement.

21. **HEADINGS**. It is agreed that the headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

22. **COPIES AND COUNTERPARTS TO BE CONSIDERED AS ORIGINALS**. This Agreement may be executed in counterparts and transmitted by facsimile transmission, and each of such counterparts, whether an original or a facsimile of an original, will be deemed to be an original and all of such counterparts together will constitute a single agreement.

23. **NECESSARY DOCUMENTS**. Each of the parties hereto shall in good faith execute and deliver to the other party any documents which may be reasonably required to carry out and accomplish the intention of this Agreement within fifteen (15) days of demand for same, and each of the parties shall in good faith do all other necessary things to accomplish that end.

24. **CHOICE OF LAW**. The laws of the State of Florida shall govern the validity, construction, interpretation and effect of this Agreement.

25. **SEVERABILITY**. In the event any provision of this Agreement shall be found to be invalid or unenforceable, that provision shall be deemed to be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by the decisional law or statutes of the State of Florida.

26. **CONSTRUCTION**. This Agreement is executed and delivered and shall be performed in the State of Florida, and shall be interpreted, construed and enforced in accordance with the laws of the State of Florida, and the parties hereto agree that if any provision of this

<sup>DS</sup>  
CT

Wife

<sup>DS</sup>  
CT

Husband

Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless be continued in full force and effect.

27. THERE ARE NO ISSUES REMAINING FOR COURT DETERMINATION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown with their respective signatures below.

DATED: April 24, 2023

DocuSigned by:  
**Cindy Thompson**  
3284B4E0834A4D1...  
CINDY BETH THOMPSON  
WIFE

DATED: April 24, 2023

DocuSigned by:  
*Clifton Thompson*  
8E31A6A341504A8...  
CLIFTON LOYD THOMPSON  
HUSBAND