

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

IN RE: The Marriage of:

CASE NO.: 48-2022-DR-7551-O

SANDY R. ALLEN,
Petitioner,
and

RICHIE D. ALLEN,
Respondent,
_____ /

MARITAL SETTLEMENT AGREEMENT

This Marital Settlement Agreement (herein "Agreement") is made in connection with an action for dissolution between SANDY R. ALLEN, referred to as "Wife" and as "Mother" herein, and RICHIE D. ALLEN, referred to as "Husband" and as "Father" herein, and who are sworn and agree as follows:

WHEREAS, the parties hereto were married to each other on or about June 26, 2004, and the parties separated on or about March 29, 2022;

WHEREAS, the following children involved in this action have been born to or adopted by the parties:

Name	Date of Birth
K.R.A.	08/XX/2004
K.R.A.	10/XX/2006

WHEREAS, no other children were adopted, and none are expected, and whereas the older child, during the pendency of the litigation, was emancipated by age, and has graduated high school;

WHEREAS, Wife has filed a Petition for Dissolution of Marriage in the above case, and this Agreement is intended to be introduced into evidence in such action, to be incorporated in a Final Judgment entered therein;

WHEREAS, the parties acknowledge that irreconcilable differences exist, that the marriage is irretrievably broken, and that the parties intend to live separate and apart from each other;

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WHEREAS, the parties wish to settle between themselves, now and forever, their respective rights, duties, and obligations regarding property, liabilities, and minor child;

WHEREAS, each party has read this Agreement and understands its terms and consequences, and each party believes that this Agreement is fair, just, and reasonable, and in the best interest of the minor child;

WHEREAS, each party has assented to this Agreement freely and voluntarily, without coercion or duress;

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

SEPARATION. The parties shall hereafter continue 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.

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 provided in this Agreement.

B. Neither party shall make any claim for attorneys' fees or costs except as provided in this Agreement.

C. This Agreement shall be offered in evidence by either party in the dissolution proceeding and 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.

D. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and signed by both parties. 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.


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MUTUAL RELEASES AND INDEMNIFICATION. 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, including any claims for retroactive support of any type, retroactive attorneys' fees, reimbursements, etc.

Except as otherwise provided in this Agreement, each party waives and relinquishes all rights that he or she may have or hereafter acquire:

- (1) To inherit under any Will or Codicil of the other party now in effect;
- (2) To share in the other party's estate under the laws of descent, including elective share; and
- (3) To act as Personal Representative of the other party's estate.

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.

The parties agree that each shall indemnify, defend, and hold the other party harmless from any claim, demand or judgment for damages, including attorneys' fees and costs, 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.

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the parties have agreed and do hereby agree as follows:

ARTICLE I REAL PROPERTY

- 1.1 The parties do not own real property, whether jointly or individually.

ARTICLE II EQUITABLE DISTRIBUTION

2.1 As part of the equitable distribution of the assets acquired during the marriage, **the Wife** has received or shall receive all assets and liabilities that are presently in her possession and control, free and clear of any right, title, interest or claim of the Husband.

2.2 As part of the equitable distribution of the assets acquired during the marriage, **the Husband** has received or shall receive all assets and liabilities that are presently in his possession and control, free and clear of any right, title, interest or claim of the Wife.

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2.3 The parties agree that the Wife shall receive the Husband's vested Capital Group 401k, with the plan name of Advanced Fire & Security 401K PSP, valued at approximately \$10,834.54, along with any passive gains and losses since the initiation of this dissolution of marriage proceeding.

2.4 The parties agree that the Wife shall retain her FRS pension/retirement plan, in its entirety. The Husband waives any financial interest he may have in said plan.

2.5 The parties hereby waive any equalizing payment.

2.6 Other than set forth herein, each party hereby waives and releases any and all claims or interest therein in the other party's retirement accounts/benefits/pensions, past, present or future.

2.7 If a Qualified Domestic Relations Order (QDRO), or its functional equivalent, is necessary to transfer ownership of the Husband's 401K plans each party agrees to cooperate in obtaining the Qualified Domestic Relations Order as may be reasonably required by the Plan Administrator, or the drafter of the Qualified Domestic Relations Order, including executing necessary documents and Qualified Domestic Relations Orders (or non-ERISA equivalent type document), and any revisions of the same, within Thirty (30) days of the Final Judgment. The fees associated with the preparation of the QDRO shall be shared equally by both parties with each party paying 50% and Wife shall arrange, if necessary, for the drafting of said Qualified Domestic Relations Order.

2.8 The Wife shall have sole and exclusive possession of the Kia Sorrento, presently in the possession of the Wife, and the Husband hereby relinquishes all right, and interest he may have therein. It is the understanding of the parties that there is no loan/lien on said motor vehicle. It is also the understanding of the parties that said motor vehicle is titled solely in the Wife's name. If it is determined that the Husband has an ownership interest in said motor vehicle, he agrees to cooperate with signing of any document necessary for the transfer of said title to the vehicle over to the Wife, as well as provide her with all keys, paperwork or other information/accessories to the vehicle in his possession. Wife shall immediately be responsible for all expenses associated with said motor vehicle, including any debt associated with said vehicle, including for repairs of said vehicle, maintenance, upkeep, car insurance, and registration. Wife further agrees to hold the Husband harmless in regards to any legal responsibility associated with said vehicle.

2.9 The Husband shall have sole and exclusive possession of the Subaru Outback, presently in the possession of the Husband, and the Wife hereby relinquishes all right, and interest she may have therein. It is the understanding of the parties that there is no loan/lien on said motor vehicle. It is also the understanding of the parties that said motor vehicle is titled solely in the Husband's name. If it is determined that the Wife has an ownership interest in said motor vehicle, she agrees to cooperate with signing of any document necessary for the transfer of said title to the vehicle over to the Husband, as well as provide him with all keys, paperwork or


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other information/accessories to the vehicle in his possession. Husband shall immediately be responsible for all expenses associated with said motor vehicle, including any debt associated with said vehicle, including for repairs of said vehicle, maintenance, upkeep, car insurance, and registration. Husband further agrees to hold the Wife harmless in regards to any legal responsibility associated with said vehicle.

ARTICLE III DIVISION OF OTHER ASSETS AND LIABILITIES

Division of Other Assets

3.1 The parties have already divided or shall mutually agree to divide all other marital personal property in an agreeable and satisfactory manner. Each party shall have exclusive ownership in all items of property that are currently in his or her possession or control or as they agree to divide, and the other party waives and releases any and all claim or interest in such items. Each party shall also receive as their sole and separate property, all of their respective pre-marital possessions.

3.2 The Wife shall be solely responsible for her marital liabilities associated with her Ulta credit card; her outstanding obligation to Florida Emergency Physicians Associates; ATT-U-Verse; and T-Mobile.

3.3 The Husband shall be solely responsible for his marital liabilities, including, but not limited to his Premier Credit Card.

3.4 Neither party shall hereafter incur any obligation or liability for which the other party will be liable.

General Provisions

4.1 Full and Complete Disclosure. Each party hereto warrants and agrees that he or she has made a full and complete disclosure to the other party of all marital and nonmarital property, income, assets and liabilities.

4.2 Other Information or Instruments. Each party agrees to provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Agreement.


4.3 Non-dischargeable in Bankruptcy. All terms of this Agreement pertaining to the division of marital property, including but not limited to any hold harmless or indemnification provisions, are specifically intended by the parties to be non-dischargeable in the event of bankruptcy.

ARTICLE IV ALIMONY

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5.1 Durational Alimony. The Husband shall pay to the Wife the sum of \$300.00 per month for a period of 28 months, and then \$350.00 per month for an additional 40 months, beginning February 1, 2023, as a form of durational, non-modifiable alimony. The last \$300.00 payment, for the first period of time, shall take place on May 1, 2025. The first \$350.00 payment shall be made on June 1, 2025, and shall continue to be made with the final payment being made on September 1, 2028, at which time all financial obligations of the Husband, to the Wife, shall cease, or upon the Wife's remarriage, or upon the death of either party.

5.2 Except as set forth above, both parties specifically waive and release any and all claims for alimony of any kind from the other party, whether temporary, "bridge-the gap," rehabilitative, permanent, or lump sum. There is no retroactive spousal support owed.

ARTICLE V HEALTH AND LIFE INSURANCE

6.1 The Husband agrees that he shall be responsible for his own future medical, hospitalization, doctor, dental, prescription drugs, and all other similar expenses and that he shall be responsible for maintaining his own medical insurance policy after the date of the entry of the Final Judgment of Dissolution of Marriage.

6.2 The Wife agrees that she shall be responsible for her own future medical, hospitalization, doctor, dental, prescription drugs, and all other similar expenses and that she shall be responsible for maintaining her own medical insurance policy after the date of the entry of the Final Judgment of Dissolution of Marriage.

6.3 The Wife shall maintain hospitalization, doctor, dental, and medical insurance coverage in the same amounts and coverage as are presently in existence, or its equivalent, for the minor child(ren), as allowed by law, to be the beneficiary thereof, so long as such insurance is reasonably available through her employment and said child(ren) shall be entitled to support. The cost of said insurance, and credit to the Mother for paying for said insurance, has been included in the child support calculation of the parties, and done by the State of Florida, Division of Administrative Hearings, through the Final Administrative Support Order in DOAH Case No. 22-002783CS, Depository No. 4820007074DR, CSP Case No. 2001814793, a copy of which has previously been filed with the Circuit Court Clerk.

6.4 The party providing the child(ren)'s health insurance agrees to provide to the other party all insurance identification cards, claim forms, and any other documents needed by the other party in order to fully utilize the provisions of this section, and upon a reasonable request by the other party, the party providing the child(ren)'s health insurance agrees to supply to the other party all the necessary information and documents in order for the other party to verify that the provisions of this paragraph are being complied with. The party providing the child(ren)'s health insurance further agrees to authorize the medical insurance company to notify the other party if the provisions of this section are not being complied with and further supply the other

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party directly with any information for the other party to verify that this paragraph is being complied with. Both parties agree to fully cooperate in performing all those acts and executing all those documents necessary to facilitate the use of said medical insurance by the other party.

6.5 Each parent further shall consult with the other parent as to the necessity and desirability of all non-emergency medical procedures. The parties shall, in good faith and with the best interests of the minor child in mind, attempt to jointly agree on the necessity and desirability of such procedure prior to the procedure. Both parties shall make every reasonable attempt to have all medical expenses of the minor child paid by the minor child's medical insurance to the highest extent possible. The parties agree that except in the case of a genuine emergency, no "out-of-network" health care costs will be incurred, unless the parties mutually agree in advance. Except in the case of an emergency, if either the Husband or the Wife unilaterally incurs an "out-of-network" expense without the advance agreement of the other party, then he or she shall be unilaterally responsible for such expense and shall hold the other harmless for the same.

6.6 If one party initially pays over his or her share (as defined the Final Administrative Support Order) of any hospitalization, doctor, medical, orthodontia and dental and similar expenses not covered by said insurance, including insurance co-pays and deductibles, the one party shall provide to the other party a copy of the bill, invoice, or other indication of payment due within 30 days of the one party's receipt of such indication of payment due. The other party who owes the reimbursement shall remit his or her share (as defined above) of said uncovered expense to the paying party within 30 days of his or her receipt of the bill, invoice, or other indication of payment from the first party. Neither party shall incur a charge over \$300.00 without the consent of the other party, except in the case of an emergency.

ARTICLE VI TAX ISSUES

Federal Income Taxes

7.1 The parties shall file individual income tax returns for the 2022 and subsequent tax years. Husband shall be solely responsible for payment of all taxes, interest, penalties, costs and other expenses relating to the preparation and filing of his individual tax returns for 2022 and subsequent tax years, and Wife shall be solely responsible for payment of all taxes, interest, penalties, costs and other expenses relating to the preparation and filing of her individual tax returns for 2022 and subsequent tax years.

7.2 The Husband shall execute all those documents and perform all of those acts required by the Internal Revenue Service in order to allow the Wife to claim the children as a dependent in the tax year 2022, and beyond, and to apply for the child tax credits for said child(ren), for income tax purposes and shall further execute a document specifically waiving Husband's right to claim said child(ren) as a dependent, and to apply for the child tax credit for said child(ren).


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Other Provisions

8.1 Attorney is Not Tax Expert. The parties acknowledge that any attorney involved with this Agreement does not claim to be an expert in tax matters. Each party states that he or she has consulted or has had the opportunity to consult with a tax professional to fully evaluate the tax implications and consequences of this Agreement.

8.2 Request for Information and Cooperation. It is agreed that each party shall provide any information reasonably necessary to prepare federal income tax returns, within thirty (30) days of receipt of a written request for the same. Within five days of receipt of written notice from the other party, each party will allow the other party access to these records in order to respond to an IRS examination or request for information. Purposes for which access to such records will be granted includes, but is not limited to, the determination of acquisition dates or tax basis, and such access shall include the right to copy the records.

8.3 Preservation of Information. Each party shall preserve for a period of seven years from the date of the filing of the applicable tax return, all financial records relating to the marital property. Each party shall preserve indefinitely, any records which determine or affect the tax basis in any marital property.

8.4 No Waiver of "Innocent Spouse." The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that a party has under the "Innocent Spouse" provisions of the Internal Revenue Code.

ARTICLE VII COURT COSTS AND ATTORNEY'S FEES

9.1 Any costs of court, including the filing fee for the Petition for Dissolution, will be borne by the party incurring the same.

9.2 Each party shall be responsible for his or her own attorney's fees and costs incurred herein. Both parties specifically waive and release any and all claims for attorney's fees and costs of any kind from the other party, both temporary and final.

ARTICLE VIII GENERAL PROVISIONS

10.1 Written Notice of Change of Information. Any parent shall give written notice to the other party (and, if paying child support through the State Disbursement Unit, to the State Disbursement Unit) by registered or certified mail of any intended change in the following information: (a) name, (b) marital status, (c) residence address, (d) mailing address, (e) home telephone number, (f) name of employer, (g) address of employment, or (h) work telephone number. Such written notice must be provided, no later than thirty (30) days before a change of

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any of the foregoing information; provided, however, if the party does not know or could not have known of the change in sufficient time to provide such prior notice, the party shall provide written notice of the change on or before twenty-four (24) hours after the party learns of the change. The parent shall also notify the Court in writing within seven (7) days of any changes.

10.2 Mutual Release. Each party waives, releases and relinquishes any actual or potential right, claim or cause of action against the other party, including but not limited to asserting a claim against the estate of the other party or to act as a personal representative of such estate, except as otherwise provided for in this Agreement or arising hereunder.

10.3 Resolution of Future Disputes. In the event of any disagreement regarding an issue between the parties, the parties shall first confer and exercise reasonable efforts to resolve such a dispute. Except in an emergency, before a party files legal action regarding an issue of any such dispute or regarding modification of any terms and conditions of this Agreement, the parties shall first attend mediation.

10.4 Reconciliation. In the event of a reconciliation or resumption of marital relations, this Agreement or its provisions shall not be abrogated in any way without further written agreement of the parties.

10.5 No Oral Agreements. The parties agree that this Agreement constitutes the entire agreement of the parties, that this Agreement supersedes any prior understandings or agreements between them, and that there are no representations, warranties, or oral agreements other than those expressly set forth herein.

10.6 No Waiver of Breach. The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

10.7 Severability. This Agreement is severable, and if any term or provision is determined to be unenforceable, this shall not render the remainder of the Agreement unenforceable.

10.8 Other Acts. Each party agrees to timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Agreement.

10.9 Survival of Agreement; No Merger. This Agreement may be offered into evidence by either party in an action for dissolution of marriage and may be incorporated by reference in a final judgment entered therein. Notwithstanding incorporation, this Agreement shall not be merged in such judgment but shall survive the judgment and be binding on the parties.

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10.10 Remedies for Enforcement. The terms and provisions of this Agreement are enforceable in contract, in addition to any remedies for enforcement that may also be available under any final judgment of dissolution of marriage entered between the parties.

10.11 Default. If a Court of competent jurisdiction finds that either party defaults in the compliance of any of the terms of this Agreement, the Parenting Plan or Final Judgment, then the defaulting party shall be responsible for the other party's reasonable attorney's fees and costs incurred in any proceeding instituted to enforce same.

10.12 Final Judgment. The parties agree to execute all document necessary to proceed with Final Judgment.

10.13 Representations of the Parties.

Husband hereby represents and states to 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 Mark Troum, Esquire, and The Troum Law Firm, P.A. law firm, as to his legal rights and obligations under this Agreement and understands both his legal rights and the effects of this Agreement.

Wife hereby represents and states to 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 Alessandra B. Manes, Esquire, and the Conti Moore Law, PLLC law firm, as to her legal rights and obligations under this Agreement and understands both her legal rights and the effects of this Agreement.

10.14 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.

10.15 Entire Agreement of the Parties. 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. Specifically, all prior agreements and joint stipulations executed during the litigation shall be superseded and replaced by this Agreement.

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10.16 Financial Disclosure. Each of the parties represents and states, each to the other, that each has made a disclosure to the other of his or her financial condition, and that each have exchanged financial affidavits. Both parties specifically acknowledge and state that they were offered the right and the opportunity to receive additional financial disclosure and documents from the other party prior to the execution of this Agreement, as well as were afforded the opportunity to request, inspect and question any document or person and to have independent valuations made, but voluntarily and knowingly chose to waive same. By settling the case with this Agreement, each party is hereby releasing his or her attorneys from all further obligations to perform further investigation or discovery and he or she is settling.

10.17 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.

10.18 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.

10.19 Joint Negotiations. The parties hereto agree that this document is, in fact, the result of joint negotiations between the parties hereto, and that this Agreement shall not be construed more strongly against either party as the sole author of this document.

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

10.21 Copies/Counterparts to be Considered as Originals. This Agreement may be executed in counterparts and transmitted by facsimile or email transmission, and each of such counterparts, whether an original or a facsimile or email copy of an original, will be deemed to be an original and all such counterparts together will constitute a single agreement.

10.22 Choice of Law. The laws of the State of Florida shall govern the validity, construction, interpretation, and effect of this Agreement.

10.23 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, which provisions shall continue in full force and effect. 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.

10.24 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 Agreement is held


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

10.25 Self-Executing Nature of Transfers. Pursuant to §61.075(4), Florida Statutes, all of the distributions, transfers or conveyances of assets reflected above shall be self-executing and this document shall have the effect of a duly executed instrument of conveyance with regard to all said assets. Notwithstanding the foregoing, the parties agree to execute such further documents as may from time-to-time be reasonably required to evidence or effect the transfers, assignments or conveyances of assets provided for herein.

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

I, **Sandy R. Allen**, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.

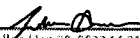
Dated: January 31, 2023



Sandy Rose Allen (Jan 31, 2023 20:38 EST)
SANDY R. ALLEN
Petitioner/Wife

I, **Richie D. Allen**, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.


Dated: January 30th, 2023



Richie Allen (Jan 30, 2023 14:31 EST)
RICHIE D. ALLEN
Respondent/Husband



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Marital Settlement Agreement-Final Draft


Final Audit Report


2023-01-30


Created:	2023-01-30
By:	The Troum Law Firm, P.A. Firm Manager (staff@troumlawfirm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAk22nRQvo3pgX8TcXIOnfG1IFQ0Xpp3z


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 Signer richiedallen1982@gmail.com entered name at signing as Richie Allen
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 Document e-signed by Richie Allen (richiedallen1982@gmail.com)
Signature Date: 2023-01-30 - 7:31:55 PM GMT - Time Source: server- IP address: 174.212.38.84

 Agreement completed.
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