

IN THE CIRCUIT COURT OF THE  
EIGHTEENTH JUDICIAL CIRCUIT IN  
AND FOR SEMINOLE COUNTY,  
FLORIDA

CASE NO.: 2022-DR-002872

IN RE: THE MARRIAGE OF:

LOUIS HAMILTON,

Petitioner/Husband,  
and

LISA HAMILTON,

Respondent/Wife.

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**MEDIATED MARITAL SETTLEMENT AGREEMENT**

**THIS AGREEMENT**, made this 8th day of March 2023, between Husband, LOUIS HAMILTON, and Wife, LISA HAMILTON:

**WITNESSETH:**

**WHEREAS**, the parties attended mediation on March 8, 2023 with mediator Karen Middlekauff, Esq., whereby they have resolved all of their issues now pending in the above-styled case and as set forth in this Agreement;

**WHEREAS**, the parties are now Husband and Wife, having been lawfully married to each other on December 31, 2016; and

**WHEREAS**, unhappy matrimonial differences have arisen between them by reason of which they are now living separate and apart from each other but in the same residence; and

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

LH Husband  
LH

LL Wife  
LP

**WHEREAS**, it is the desire and intention of the parties that their relations, with respect to property and financial matters, be finally fixed by this Agreement in order to effect an orderly division of property between the Husband and Wife and to determine in all respects and for all purposes 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

**WHEREAS**, there has been one minor child born of this marriage: B.H. born in 2016; it is the further purpose of this Agreement to provide for the future care and support of said child.

**NOW THEREFORE**, in consideration of the premises and the mutual promises and undertakings herein contained, and for other good and valuable considerations, the parties agree:

**LIVE SEPARATE AND APART**

1. The parties at this time continue to reside together in the same house. However, while they continue to reside together in the same house, they shall at all times live free from interference by each other as if they were unmarried. They shall not interfere with the privacy of the other nor shall they enter the private premises of the other within the house without the prior consent of the other. While the parties are residing together, the Husband will not pay child support or alimony to the Wife; however, the Husband shall continue to pay all household bills as has been his custom. Either party may at any time move out of the current residence and reside at the place or places he or she may select.

**PARENTING PLAN**

2. The parties have entered into a *Parenting Plan* dated March 8, 2023, which is incorporated by reference herein. The parties expressly agree to abide by the terms of the *Parenting Plan*.

**CHILD SUPPORT**

3. The Husband, shall pay to the Wife the sum of \$194.00 per month for the support and maintenance of the minor children of the parties. The Child Support Guidelines Worksheet is attached hereto as Exhibit “A.” Said child support payments shall be delivered directly to the Wife beginning no later than the first (1<sup>st</sup>) of the month following the Wife moving out of the parties’ home and the Husband shall continue to deliver the payments to the Wife no later than the 1<sup>st</sup> day of every month thereafter by check or bank account transfer through Navy Federal Credit Union and a like sum no later than the 1<sup>st</sup> day of each and every month thereafter until a child marries, becomes self-supporting, dies, enters military service, permanently departs the residence of the Wife, or reaches the age of eighteen, whichever event first occurs. However, if said child support has not terminated for other reasons mentioned herein and if a child is between the age of eighteen and nineteen and is still in high school performing in good faith with a reasonable expectation of graduation before the age of nineteen, said child support shall continue until said child graduates from high school or reaches the age of nineteen, whichever event first occurs.

4. The child support described herein shall cease automatically, and without the necessity of a Court order, when the duty for paying child support for the child ends as set forth above.

**DEPENDENCY EXEMPTION AND INCOME TAX CREDITS**

5. The child will spend 183 overnights with the Wife in odd years and 183 overnights with the Husband in even years. Therefore, the Wife shall receive the dependency exemptions and the related tax benefits for the child in odd tax years and the Husband shall

receive the dependency exemptions and the related tax benefits for both/all children in odd tax years.

6. If necessary, in order to effectuate the requirements of this section, the parent with more than one-half of the overnights in a tax year (“custodial parent”) shall make the written declaration to release the exemption to the parent with less than one-half of the overnights in a tax year (“noncustodial parent”), utilizing IRS Form 8332 or a similar statement containing the same information required by the form and shall provide said written declaration to the noncustodial parent in a timely manner so that the noncustodial parent can attach a copy of the form or statement to his or her tax return.

**WAIVER OF SUPPORT AND INTEREST**

7. Each party specifically and unequivocally waives any and all entitlement to any form of alimony, be it retroactive, temporary, bridge-the-gap, durational, permanent periodic, rehabilitative, or lump sum. Each party fully understands and has been advised by his or her respective counsel, that he or she may be entitled to some form of periodic alimony. Said form of alimony could be due now or in the future, but, each specifically and unequivocally waives all entitlement thereto, as well as any modification or right to a modification of same now, or in the future. Each party further understands that he or she may have been or could have been, in the event that this matter had gone to Court on a contested basis, entitled to some form of alimony as set forth above. However, after being fully advised by his or her own respective counsel and after having a specific understanding of all the various meanings regarding the different types of alimony, each specifically waives all rights and entitlement thereto. Each acknowledges that this waiver is irrevocable and that there is no change or potential change in circumstances in the financial ability of either party or in the future physical ability of either party which can, or will

permit, or could permit, either person to obtain any form of alimony, including periodic permanent or rehabilitative alimony and/or lump sum alimony from the other party by way of the commencement of any modification proceedings.

8. Further, neither party will seek compensation from or any interest in, the salary, awards, winnings, investment incomes, gifts, inheritance, retirement benefits, or military benefits of the other, now or in the future, and specifically waive the same, except as specifically set forth herein.

**INCOME WITHHOLDING ORDER**

9. An Income Withholding Order shall be entered simultaneously with the entry of the Final Judgment in this action. However, the parties further agree that it is in the best interests of the child that the Income Withholding Order not be effective and that the Wife not serve the Income Withholding Order on the Husband's employer until and unless the Husband becomes delinquent in the payment of child support by one month or more.

**PAYMENT THROUGH THE FLORIDA DISBURSEMENT UNIT**

10. The child support payments shall be made directly to the Wife unless and until Husband is more than ten days late on any one payment of child support. If Husband is ever more than ten days late on any one payment, then Wife shall be entitled to the immediate entry of an income withholding order, directing that all future payments are made through the Florida State Disbursement Unit. Thereafter, these support payments, together with a depository service charge of FOUR (4%) PERCENT of each payment or FIVE (\$5.25) DOLLARS, with a minimum of \$1.25 and a maximum of \$5.25, whichever is less (which assessment might be changed from time to time), **if made by Income Withholding Order**, shall be paid to the State of Florida Disbursement Unit, P.O. Box 8500, Tallahassee, Florida, 32314-8500. The Unit shall

promptly remit said monies to the Wife. Said payments plus costs are to be made by either personal check, money order, cashier's check, or certified check.

**CHANGE IN SUPPORT DUTIES**

11. The parties agree that if support payments are being paid through the State of Florida Disbursement Unit and/or by Income Withholding Order, the parties shall file the appropriate paperwork to inform the State of Florida Disbursement Unit and/or the Husband's employer of any change in the parties' respective support duties within 15 days of the change.

**HEALTH CARE AND MEDICAL INSURANCE**

12. 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.

13. 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.

14. The Husband 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, so long as such insurance is reasonably available through his employment and said child shall be entitled to support. The cost of said insurance, and credit to the Father for initially paying for said insurance, has been calculated into the child support amount.

15. The Husband agrees to provide to the Wife all insurance identification cards, claim forms, and any other documents needed by the Wife in order to fully utilize the provisions

of this section, and upon a reasonable request by the Wife, the Husband agrees to supply to the Wife all the necessary information and documents in order for the Wife to verify that the provisions of this paragraph are 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.

16. The parties agree that they shall pay according to their pro rata share of income as reflected on the Child Support Guidelines Worksheet, which currently is 40% for the Wife and 60% for the Husband, for all hospitalization, doctor, medical, orthodontia, psychological and dental and similar expenses for the children not covered by insurance, including insurance co-pays and deductibles.

17. 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 children in mind, attempt to jointly agree on the necessity and desirability of such procedure prior to the procedure. Neither parent will be responsible for uncovered, elective medical expenses without his or her express agreement that the uncovered, elective procedure is necessary and desirable or an order of the court. Both parties shall make every reasonable attempt to have all medical expenses of the children paid by the children'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.

18. If one party initially pays more than his or her share (as defined above) 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, or forfeit payment for same. 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 \$200.00 without the consent of the other party, except in the case of an emergency.

**MILITARY DEPENDENT BENEFITS**

19. The Husband hereby agrees to perform all those acts and execute all those documents necessary to provide all the benefits available to any child in its status as a dependent of a member of the United States Armed Forces, including but not limited to medical, dental, and hospitalization benefits and commissary privileges.

**SEPARATE NON-MARITAL ASSETS AND LIABILITIES**

20. The parties agree that the Wife shall retain all of her separate non-marital assets and liabilities and that her separate non-marital assets are specifically distributed to her by this Agreement free and clear of all claims by the Husband. The Wife further agrees to hold the Husband harmless in regard to all financial and legal obligations involving the Wife's separate non-marital liabilities, and if the Husband does incur any costs or expenses in regard to the same, the Wife shall reimburse him for said costs and expenses, including attorney's fees and Court costs. Said assets and liabilities include, but are not limited to, the following:

- a. Painting in the Wife's possession prior to marriage;



b. Engagement ring.

21. The parties agree that the Husband shall retain all of his separate non-marital assets and liabilities and that his separate non-marital assets are specifically distributed to him by this Agreement free and clear of all claims by the Wife. The Husband further agrees to hold the Wife harmless in regard to all financial and legal obligations involving the Husband's separate non-marital liabilities, and if the Wife does incur any costs or expenses in regard to the same, the Husband shall reimburse her for said costs and expenses, including attorney's fees and Court costs. Said assets and liabilities include, but are not limited to, the following:

a. Real Property located at 2357 Brickell Place, Oviedo, FL (subject to distribution of the marital component of same);

b. TSP Plan assets as of December 31, 2016.

**EQUITABLE DISTRIBUTION OF NON-MARITAL REAL PROPERTY**

22. The Husband shall have exclusive use, possession, and ownership of the marital home located at **2357 Brickell Place, Oviedo, FL 32765** beginning on September 1, 2023. If necessary, the Wife agrees to sign the Quit Claim Deed no later than 10 days after the Husband presents her with the Deed to convey to the Husband all of her right, title, and interest in and to said marital home, which is more fully described as follows:

**Lot 11, HAMPTON ESTATES, according to the Plat thereof as recorded in Plat Book 79, Page(s) 37 – 40, of the Public Records of Seminole County, Florida**

Beginning on the date of the signing of this Agreement, the Husband shall be responsible for all mortgage payments, taxes, assessment payments, maintenance fees, and insurance on said property and to promptly pay the same when due and to be responsible for all maintenance, upkeep, repairs, and all other debts and obligations involving said property. The Husband agrees

to hold the Wife harmless in regard to all financial and legal obligations involving said property, and if the Wife does incur any costs or expenses in regard to the same, the Husband shall reimburse her for said costs and expenses, including attorney's fees and Court costs. The Wife agrees to transfer to the Husband any interest which she might have in any escrow account involving the property (including utilities, telephone, and taxes), as well as any interest she might have in any presently existing homeowner's insurance or other insurance involving said property, as of this date. The Wife will not be responsible for any shortage, nor does she have any claim to any excess in the accounts. The Wife further agrees to deliver to the Husband the abstracts, deeds, notes, mortgages, if any, and all other documents and instruments of any kind or nature in her possession involving said property immediately upon the execution of this Agreement. The Wife warrants and guarantees to the Husband that to her knowledge she has not caused said property to be encumbered in any way, and she knows of no other encumbrances on said property other than as previously disclosed to the Husband, and she further agrees that she shall not now or in the future cause said property to be further encumbered.

23. The Wife shall vacate the Husband's home on or before September 1, 2023. In the event the Wife does not vacate the Husband's home on or before September 1, 2023, she shall be liable to the Husband for \$1,500.00 for each month or portion thereof during her wrongful possession. Said sums shall be deducted from the Husband's equitable distribution equalizing payment as stated below.

24. So long as the parties continue to reside together, the Wife shall continue to pay the utilities, including but not limited to electric, water, garbage, sewer, internet, and cable, and lawn maintenance.

25. The Husband shall be allowed to claim any United States Income Tax deduction

originating from the interest and property tax payments on the home.

**NO TITLE EXAMINATION**

26. The parties have requested that no title examination be made as to the ownership interest anyone may have in and to the real and personal property referenced in this Agreement. The attorneys for the respective parties hereto are released and indemnified for any errors therein contained, and have only included the information given to them by the parties without making representation as to the accuracy thereof.

**EQUITABLE DIVISION OF OTHER MARITAL ASSETS**

27. It is agreed and understood between the parties that they have made a just division of their personal effects, clothing, household furniture, furnishings, and equipment, except as may be otherwise specifically stated herein, and that such property shall constitute the sole and exclusive property of the party in possession of any such asset.

28. As part of the equitable distribution of the assets acquired during the marriage, the Wife has received or shall receive all assets and liabilities in her column in the Equitable Distribution List which is attached hereto as Exhibit "B," free and clear of any right, title, interest or claim of the Husband. The Equitable Distribution List attached is for purposes of identification of the parties' respective assets and liabilities only and the terms of this agreement as to equalizing payments due shall control.

29. The 2020 GMC Terrain presently in the possession of the Wife shall constitute the sole and exclusive property of the Wife and the Husband hereby relinquishes all right, title, and interest he may have therein. The Husband shall execute all those papers, including certificate of title, necessary to transfer the complete ownership of the said motor vehicle to the Wife immediately after the execution of this Agreement or as soon thereafter as is possible. It is

understood that immediately upon the signing of this Agreement the Wife shall be liable for the indebtedness and payments now being made on said motor vehicle and shall be responsible for all insurance, maintenance, upkeep, and repairs of said motor vehicle, and for all legal liability or responsibility associated with the vehicle. The Wife shall further pay the cost of transferring said motor vehicle from the Husband to the Wife, which is understood to involve the normal transfer fee and cost of a new tag. The Wife further agrees to hold the Husband harmless in regard to all of said payments, and to any liability or legal responsibility associated with said vehicle, and if the Husband does incur any costs or expenses in regard to the same as a result of the Wife's failure to do so, the Wife shall reimburse the Husband for said costs and expenses, including attorney's fees and Court costs. The Husband agrees to immediately turn over to the Wife any keys to, or documents regarding, this vehicle that are in his possession or under his control.

30. As part of the equitable distribution of the assets acquired during the marriage, the Husband has received or shall receive all assets and liabilities in his column in the Equitable Distribution List which is attached hereto as Exhibit "B," free and clear of any right, title, interest or claim of the Wife.

31. The 2021 Toyota Tacoma presently in the possession of the Husband shall constitute the sole and exclusive property of the Husband and the Wife hereby relinquishes all right, title, and interest she may have therein. The Wife shall execute all those papers, including certificate of title, necessary to transfer the complete ownership of said motor vehicle to the Husband immediately after the execution of this Agreement or as soon thereafter as is possible. It is understood that immediately upon the signing of this Agreement the Husband shall be liable for the indebtedness and payments now being made on said motor vehicle and shall be responsible for all insurance, maintenance, upkeep, and repairs of said motor vehicle, and for all

legal liability or responsibility associated with the vehicle. The Husband shall further pay the cost of transferring said motor vehicle(s) from the Wife to the Husband, which is understood to involve the normal transfer fee and cost of a new tag. The Husband further agrees to hold the Wife harmless in regard to all of said payments, and to any liability or legal responsibility associated with said vehicle, and if the Wife does incur any costs or expenses in regard to the same as a result of the Husband's failure to do so, the Husband shall reimburse the Wife for said costs and expenses, including attorney's fees and Court costs. The Wife agrees to immediately turn over to the Husband any keys to, or documents regarding, this vehicle that are in her possession or under her control.

**EQUITABLE DISTRIBUTION EQUALIZING PAYMENT**

32. As equitable distribution of property only and not as alimony or spousal support, the Husband shall pay to the Wife the sum of \$115,000.00 Said payment shall be made as follows:

- a. \$5,000.00 shall be paid to the Wife by March 31, 2023;
- b. \$1,000.00 shall be paid to the Wife on the first of each month commencing May 1, 2023 and concluding on the date on which the parties no longer cohabit;
- c. The remaining unpaid balance of funds owed to the Wife shall be paid upon closing of the sale of the home. This agreement may be used to authorize the closing agent to pay Wife directly from the proceeds of the sale of the home the remaining portion of the equalizing payment at closing.

33. These equalizing payments for support purposes are non-modifiable for any reason. They are not includable as income by the Wife nor are they deductible by the Husband for income tax purposes.

**SELF-EXECUTING NATURE OF TRANSFERS**

34. Pursuant to §61.075(4), Florida Statutes, all of the transfers or conveyances of assets reflected in this Agreement shall be self-executing and, when incorporated by reference into the Final Judgment, 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 or conveyances of assets provided for herein.

**GENERAL ASSET PROVISIONS**

35. Any marital assets of the parties, whether the same be in the Husband's name, the Wife's name, or the joint names of parties, that are discovered subsequent to the execution of this Agreement or any marital assets that were not disclosed prior thereto, shall be equally divided between the parties.

36. The Husband and Wife agree that they shall not convert, transfer, dissipate, or otherwise dispose of any marital or non-marital asset of the parties, whether the same be in the Husband's name, the Wife's name, or the joint names of parties, except for the ordinary and normal living expenses of the parties, or as is consistent with the normal daily business and investment practices of the parties, until the division of all of the assets of the parties as set forth herein without the express written permission of the other party. Extraordinary expenditures shall be considered to be a dissipation of property unless mutually agreed to by the parties or the Court.

**EQUITABLE DIVISION OF THE MARITAL LIABILITIES**

37. The parties recognize and understand that this Agreement does not have any effect on their liabilities to any third-party creditors. It is understood that even though one of the

parties might agree to be solely responsible for a joint debt, this does not relieve the other party's obligation to a third-party creditor in the event the debt is not actually satisfied by the party assuming the total responsibility for the debt.

38. The Wife covenants and represents that she has not incurred or contracted, nor will she hereinafter incur or contract any debt, charge, or liability whatsoever to which the Husband, his legal representative or his property or estate may become liable, other than as provided for in this Agreement. The Wife further covenants to keep the Husband free and harmless of, and to indemnify him from, any and all unpaid debts, charges, or liabilities previously or hereafter contracted by her or for the account of any other person, except as provided for in the Agreement, including attorney's fees and costs for enforcement of this provision.

39. The Husband covenants and represents that he has not incurred or contracted, nor will he hereinafter incur or contract any debt, charge, or liability whatsoever to which the Wife, her legal representative or her property or estate may become liable, other than as provided for in this Agreement. The Husband further covenants to keep the Wife free and harmless of, and to indemnify her from, any and all unpaid debts, charges, or liabilities previously or hereafter contracted by him or for the account of any other person, except as provided for in the Agreement, including attorney's fees and costs for enforcement of this provision.

40. The Wife agrees that she shall immediately return to the Husband all credit cards bearing the Husband's name either individually or jointly for the accounts which she understands the Husband will be responsible for in the future.

41. The Husband agrees that he shall immediately return to the Wife all credit cards bearing the Wife's name either individually or jointly for the account which he understands the

Wife will be responsible for in the future.

42. Other than as set forth specifically herein, each party agrees to assume full financial and legal responsibility for any and all debts and liabilities owed or incurred by him or her, including any obligation assigned to him or her under this agreement, and for any debt or financial or legal obligation associated with any asset that he or she may now own, or that is assigned to him or her under this agreement, or that he or she might acquire in the future as his or her separate property, and shall hold the other harmless in regard to the same, and will indemnify the other for any costs or expenses which the other might incur in regard to the same, including attorney's fees and costs for enforcement of this provision.

43. Except for obligations set forth herein or obligations secured by assets obtained or retained by the parties under this Agreement, no other joint obligations of the parties are known to exist. If a past obligation is discovered, the party who incurred it shall be responsible for its payment and hold the other harmless from any liability therefore.

44. In addition to the above and except as otherwise provided herein, and as part of the equitable distribution of the assets and liabilities acquired during the marriage, the Husband agrees that he shall be responsible for all liabilities in his column in the Equitable Distribution List which is attached hereto as Exhibit "B." (The balances due shown are for reference purposes only. The actual balance due may be different from the amount shown here. The Husband shall be responsible for the total balance due to the creditors listed on Exhibit B notwithstanding that such total balance due may differ from the balance due shown below.) He further agrees that he will pay the same when due and to hold the Wife harmless in regard to said debts and to indemnify her for any costs or expenses which she might incur in regard to the same, including attorney's fees and costs for enforcement of this provision.



45. In addition to the above and except as otherwise provided herein, and as part of the equitable distribution of the assets and liabilities acquired during the marriage, the Wife agrees that she shall be responsible for all liabilities in her column in the Equitable Distribution List which is attached hereto as Exhibit "B." (The balances due shown are for reference purposes only. The actual balance due may be different from the amount shown here. The Wife shall be responsible for the total balance due to the creditors listed in said Exhibit B notwithstanding that such total balance due may differ from the balance due shown below.) She further agrees that she will pay the same when due and to hold the Husband harmless in regard to said debts and to indemnify him for any costs or expenses which he might incur in regard to the same, including attorney's fees and costs for enforcement of this provision.

**TAX CONSIDERATIONS**

46. The parties intend and agree that all transfers of property as provided for herein are subject to the provisions of Section 1041, Internal Revenue Code 1984 as amended entitled, "Treatment of Transfers of Property Between Spouses or Incident to Divorce," and that they shall be accounted for and reported on his or her respective individual tax returns in such a manner so that no gain or loss shall be recognized as a result of the division and transfer of the property as provided for herein. Each party shall file his or her Federal tax returns and report his or her income and losses thereon, consistent with the foregoing intent of reporting the division and transfers of property as a non-taxable event.

47. Both of the parties hereto have been advised that there might be certain tax consequences and substantial tax implications as a result of their entering into this Agreement and that they should consult with a tax attorney or certified public accountant to satisfy themselves of said tax consequences prior to the execution of this Agreement. Each party

acknowledges that his or her attorney is not an expert in tax matters, that said attorneys have not rendered advice as to the tax ramifications of this Agreement, and that Federal tax laws may dramatically affect the provisions of this Agreement such that the intentions of the parties are not fulfilled. The Husband and Wife both acknowledge that they have been advised to seek separate counseling or tax advice from a certified public accountant or tax attorney and that they have had the opportunity to do so.

48. To the best of his or her knowledge, all income tax due on all joint returns previously filed by the parties is paid in full and no known interest or penalties are due and owing, and no tax deficiency proceeding or audit is pending or threatened.

49. If either party becomes aware that a deficiency assessment is made in connection with any of the returns already filed jointly, the party so aware shall notify the other party in writing at once, sending copies of all documentation pertaining thereto.

50. If on the last day of any taxable year for which a tax return is due the parties were united in marriage, the Wife shall join the Husband in the execution of a joint Federal income tax return. The tax due on that return shall be paid by the parties in proportion to their respective net incomes for the year in issue. Further, they agree to divide any tax refund that might be granted for such year in proportion to their respective net incomes for the year in issue.

**ATTORNEY'S FEES AND COSTS**

51. Each of the parties hereto agrees to pay his or her own attorney's fees, costs, and suit money and interest thereon incurred in connection with this pending dissolution of marriage action.

52. The parties further agree that the non-breaching party in any enforcement action shall receive from the breaching party all of the reasonable attorney's fees and court costs,

including those incurred in mediation, arbitration and/or through litigation. These attorney's fees and court costs shall be in addition to any other damages that said non-breaching party shall be entitled to recover as a result of either party failing to comply with the provisions of this Agreement.

### **DISCLOSURE**

53. Each of the parties represents and states each to the other that each has in good faith made a full and complete disclosure to the other of his or her current financial condition (income, assets, and liabilities) and of his or her personal state of health. The parties understand that discovery or additional discovery could have been performed by the attorneys to locate, value, and discover other potential assets and obligations. However, by settling the case with this Marital Settlement Agreement, the parties are releasing the attorneys from further obligation to perform discovery or additional discovery and are settling based on their own personal knowledge. This clause is not a release of the obligation of the parties contained in this paragraph to make a full and complete disclosure to each other.

54. The parties agree to waive any additional compliance with Rule 12.285, Florida Family Law Rules of Procedure, which mandates the exchange of financial documents and information between the parties, except as to the filing of Financial Affidavits.

55. The parties further agree that if an action to set aside this Marital Settlement Agreement is filed, neither party shall be entitled to further financial discovery until such time as the Marital Settlement Agreement is actually set aside. The complaining party must be able to return the parties to the status quo prior to this settlement as a condition precedent in order to

maintain any cause of action seeking to rescind this Marital Settlement Agreement.

**REPRESENTATION**

56. Each of the Parties represents that he or she is of sound mind and is healthy. Each party represents to the other that he or she has read this instrument and has had independent legal advice by counsel of his or her own selection in the negotiations of this Agreement and each is signing this Agreement freely and voluntarily, intending to be bound by it. The provisions of this Agreement and its legal effect have been fully explained to the parties by their respective counsel or each of the parties represents he or she fully understands the provisions of this Agreement and its legal effect; each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and that it is not the result of any duress, intimidation, or undue influence. This Agreement is being entered into for the best interest of the Parties and their children.

57. The Husband acknowledges that he is represented by Michael J. Cortes, Esq., and has been advised concerning his rights and obligations under this Agreement. He acknowledges that his attorney is not an insurer of the terms and conditions of the Agreement and is not an insurer that the Wife will comply with the provisions of the Agreement. The Husband represents that he is fully satisfied with his attorney in all respects, including the amount charged for services and costs in connection with this case.

58. The Wife acknowledges that she is represented by Atiya T. Clarke, Esq., and has been advised concerning her rights and obligations under this Agreement. She acknowledges that her attorney is not an insurer of the terms and conditions of the Agreement and is not an insurer that the Husband will comply with the provisions of the Agreement. The Wife represents that she is fully satisfied with her attorney in all respects, including the amount charged for services and costs in connection with this case.

**DUTY TO PERFORM, MODIFICATION, AND ENFORCEMENT**

59. Neither this Agreement nor any provision thereof shall be waived, amended or modified or deemed waived, amended or modified, except by an agreement in writing, and duly signed, subscribed and acknowledged with the same formalities as this Agreement.

60. The failure of the Husband or the Wife to insist in any one or more instances upon the strict performance of any of the terms and provisions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such terms or provisions, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the Husband or the Wife unless in writing, and duly signed, subscribed and acknowledged with the same formalities as this Agreement.

61. The Husband and Wife agree to perform all those acts and to execute all those instruments, including but not limited to authorizations, deeds, assignments, releases, waivers, or any other instrument, reasonably requested by the other party that are necessary to give effect to this Agreement within 15 days of the request for same.

62. All provisions of this Agreement shall be enforceable in a court of competent jurisdiction by any available method, and both parties agree to submit themselves to the jurisdiction of said court for this purpose.

**MEDIATION**

63. Except as may otherwise be provided herein and except in the event of an emergency or enforcement, the parties may wish to attempt to resolve disagreements, disputes, and conflicts regarding the terms of this Agreement by mediation on one (1) occasion.

**ENTIRE AGREEMENT**

64. The parties hereto have incorporated in this Agreement their entire understanding,

and no statement, conversation, agreement, understanding, representation, or other matter of whatsoever kind or character which has heretofore occurred or transpired between them, except as herein expressly set forth, shall have any force or effect.

65. Each party represents to the other that he or she understands and agrees that this Agreement constitutes the entire contract of the parties. It supersedes any prior understandings or agreement between them upon the subjects covered in this Agreement. There are no representations or warranties other than set forth in it.

### **RELEASES**

66. Except as otherwise provided in this Agreement, each party releases the other from all claims or demands up to the date of the execution of this Agreement. Except as otherwise provided, each party waives, releases, and relinquishes all rights that he or she may now have or may hereafter acquire as the other party's spouse under the present or future laws of any jurisdiction:

- a. To elect to take against any will or codicil of the other party now or hereafter in force.
- b. To share in the other party's estate.
- c. To act as executor or administrator of the other party's estate.

67. Each party hereby releases the other of and from any claims, special equity, demands, dues, debts, rights, or causes of action, except any possible cause of action for dissolution of marriage which either has against the other, and except such claims, special equity, demands, dues, debts, or rights as are provided in this Agreement.

68. Except as set forth specifically herein, each party hereby and forever waives, relinquishes, and releases any and all rights, claims, and interest that he or she may have, past,

present, and future, in any and all assets and property of the other party, including but not limited to personal property, real property, corporations, business entities, tangible property, intangible property, retirement benefits, survivor benefits, vested interests, and unvested interest.

**MISCELLANEOUS**

69. The parties shall not disparage or harass, nor allow or encourage any third party to disparage or harass, the other party. The parties shall not, or allow or encourage any third party to do so, post or place now or in the future any negative, harassing, or derogatory (or the like) statements, photographs, postings (or the like) regarding the other party on any social or electronic media, including but not limited to emails, text messages, Facebook, Twitter, Instagrams (or the like which now exist or such like methods which may exist in the future).

70. The parties hereto recognize that the beneficiary designation on assets including but not limited to IRA's, 401K's, bank and investment accounts, and life insurance policies may control the disposition of such assets despite any language to the contrary in this Agreement, or the intent of the parties, or the divorce of the parties. Therefore, each party understands and agrees that if this Agreement requires that a certain beneficiary (or beneficiaries) be designated for an asset or assets, all beneficiary designations on all such assets shall be reviewed and changed, if necessary, to ensure the proper persons are designated as required under this agreement within 30 days of the date of the entry of a Final Judgment. The parties further understand that even if this Agreement does not require that a certain beneficiary be designated for such asset, each party should still review all beneficiary designations on all such assets that they own (or that they will own under the terms of this Agreement), and change the beneficiary designation, if necessary, to ensure that such assets go to the person or persons to whom the owning party desires.

71. The parties recognize the possibility of a reconciliation. It is their intention that a reconciliation, temporary or permanent, or a further separation after any reconciliation, in no way shall abrogate or affect the provisions of this Agreement concerning the settlement or disposition of alimony, support, or property rights between the parties in their respective realty and personalty as set forth in this Agreement.

72. 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. The parties understand that the mediator represents neither party and this document is solely the work product of the parties and not that of the mediator or his staff and neither party has relied on the mediator for any terms or provisions of this Agreement.

73. The term "dissolution of marriage" shall be deemed to include the term "divorce" or any other term used by other jurisdiction which effectuate the termination of the Bonds of Matrimony.

74. The terms and provisions of this Agreement shall constitute a stipulation in this action for dissolution of marriage between the parties and shall be offered in evidence in said action, and if acceptable to the Court, this Agreement shall be incorporated by reference in the final judgment, and the parties shall be ordered to comply with all terms of said Agreement, and the final judgment shall recite that the Court shall retain jurisdiction of the parties to see that they do comply with the terms of this Agreement.

75. This Agreement shall be binding on the heirs, assigns, and personal representatives of the parties and shall at all times be controlled and interpreted by the laws of the State of Florida.



76. The obligations and covenants of this Agreement shall survive any judgment of dissolution of marriage and shall not merge therein, and this Agreement may be enforced independent of such judgment.

77. By execution of this Agreement, each party consents to the entry of a Final Judgment approving, ratifying, and adopting this Agreement as the order of the Court and each does hereby consent to the entry of such Final Judgment, after approval of the form of the Final Judgment and after receipt of the notice of the hearing for the entry of the Final Judgment. If either party opposes the entry of the Final Judgment without cause, that party shall pay all of the other party's reasonable attorney's fees and costs caused by said opposition.

78. Nothing contained in this Agreement is intended to waive either of the parties' right to be allowed to receive Social Security benefits based on the other party's work record if they should otherwise be eligible.

79. The parties recognize this agreement was reached in mediation with Karen Middlekauff, Esq. serving as the mediator. The parties are satisfied with the services of the mediator and acknowledge that the mediator did not provide either party legal advice of any kind. The parties agree that this agreement was not reached as the product of, or under, any duress or coercion, by the mediator, an attorney, the other party, or any other individual. 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. The parties understand that the mediator represents neither party and this document is solely the work product of the parties and not that of the mediator or her staff and neither party has relied on the mediator for any terms or provisions of this Agreement. While the parties understand that this Agreement has been typed at least in part by

*Hamilton v. Hamilton*  
Case No.: 2022-DR-2872  
**MEDIATED MARITAL SETTLEMENT AGREEMENT**

the mediator, including the attachments, each understands that it has been reviewed, with corrections made, by the parties and their attorneys.


**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals  
the day and year set forth above.

**By signing under oath below, each party swears or affirms that the information contained in this document is true and accurate and is signing freely and voluntarily, intending to be bound by this Agreement.**

Signed, sealed, and delivered in the presence of:

Louis Hamilton  
Louis Hamilton (Mar 9, 2023 12:06 EST)

**Louis Hamilton, Husband**

  
Lisa Preast (Mar 9, 2023 09:38 EST)

**Lisa Hamilton, Wife**

Michael J. Cortes  
Michael J. Cortes (Mar 8, 2023 17:38 EST)

**Michael J. Cortes, Attorney for Husband**

Atiya T. Clarke  
Atiya T. Clarke (Mar 8, 2023 17:40 EST)

**Atiya Clarke, Attorney for Wife**

IN THE CIRCUIT COURT OF THE \_\_\_\_\_ JUDICIAL CIRCUIT,  
IN AND FOR \_\_\_\_\_ COUNTY, FLORIDA

Louis Hamilton \_\_\_\_\_

Petitioner

and

Lisa Hamilton \_\_\_\_\_

Respondent

Case No.: \_\_\_\_\_

Division: \_\_\_\_\_

Child's name	Date of Birth	Child's name	Date of Birth
B.H. _____	_____		

CHILD SUPPORT GUIDELINES WORKSHEET SUBSTANTIAL TIME-SHARING			
TIME-SHARING WORKSHEET			
No. of children for shared parenting: <u>1</u>	A. Lisa	B. Louis	TOTAL
<b>1.</b> Present Net Monthly Income From Florida Form 902b or 902c In 27. (see <i>Income Attachment</i> )	6,277	8,428	14,705
<b>2.</b> Basic Monthly Obligation[ from child support guidelines chart ] There is (are) <u>1</u> minor child(ren) common to the parties.			1,672
<b>3.</b> Percent of Financial Responsibility [Line 1A / Total for Lisa, line 1B / Total for Louis]	42.69 %	57.31 %	
<b>4.</b> Share of Basic Monthly Obligation [Ln 2 X In 3A for Lisa, In 2 X In 3B for Louis]	714	958	
Lines 5 through 9 are not used on substantial time-sharing			
<b>Substantial Time-Sharing (GROSS UP METHOD) If the noncustodial parent exercises time-sharing at least 20 percent of the overnights in the year (73 overnights in the year), complete Nos. 10 through 21</b>			
<b>10.</b> Basic Monthly Obligation x 150% [Multiply line 2 by 1.5]			2,508
	A. Lisa	B. Louis	TOTAL
<b>11.</b> Increased Basic Obligation for each parent [Ln 10 X In 3A for Lisa's share, In 10 X In 3B for Louis's share]	1,071	1,437	
<b>12.</b> Percentage of overnight stays with each parent The child(ren) spend(s) <u>183.0</u> overnight stays with Lisa each year. [multiply by 100/365 for In 12A] The child(ren) spend(s) <u>182.0</u> overnight stays with Louis each year. [multiply by 100/365 for In 12B]	50.14 %	49.86 %	
<b>13.</b> Parent's support multiplied by other Parent's pct of overnights. [Ln 11A X 12B for 13A, 11B X 12A for 13B]	534	721	
Additional Support - Health Insurance, Child Care & Other			
<b>14a.</b> Total Monthly Child Care Costs [Child care costs should not exceed level required, 61.30(7)]			0
<b>14b.</b> Total Monthly Child(ren)'s Health Insurance Cost [Only amounts actually paid for health insurance on child(ren)]			65
<b>14c.</b> Total Monthly Child(ren)'s Noncovered Medical, Dental and Prescription Medication Costs			0
<b>14d.</b> Total Monthly Child Care & Health Costs [Add lines 14a + 14b + 14c]			65
<b>15.</b> Additional Support Payments [Ln 14d X 3A for Lisa's share, Ln 14d X 3B for Louis's share]	28	37	

LH

LP

Petitioner name: Louis Hamilton

Case No.

Statutory Adjustments/Credits			
16a. Monthly child care payments actually made	0	0	
16b. Monthly health insurance payments actually made	0	65	
16c. Other payments/credits actually made for any noncovered medical, dental and prescription medication expenses of the child(ren) not ordered to be separately paid on a percentage basis. [See Sec 61.30 (8), Florida Statutes]	0	0	
17. Total Support Payments actually made [Add 16a through 16c]	0	65	
18. Total Additional Support Transfer Amount [Line 15 minus line 17; Enter any negative number as zero]	28	0	
19. Total Child Support Owed from Lisa to Louis [Lines 13A + 18A]	562		
20. Total Child Support Owed from Louis to Lisa [Lines 13B + 18B]		721	
21. Presumptive Child Support to Be Paid [Comparing In 19 to 20, Subtract smaller amount from larger]	\$ _____ -or- \$ _____		159

**ADJUSTMENTS TO GUIDELINES AMOUNT.** If you or the other parent is requesting the Court to award a child support amount that is more or less than the child support guidelines, you must complete and file Motion to Deviate from Child Support Guidelines Florida Supreme Court Approved Family Law Form 12.943.[check **one** only]

- a.  **Deviation from the guidelines amount is requested.** The Motion to Deviate from Child Support Guidelines Florida Supreme Court Approved Family Law Form 12.943, is attached.
  
- b.  **Deviation from the guidelines amount is NOT requested.** The Motion to Deviate from Child Support Guidelines, Florida Supreme Court Approved Family Law Form 12.943, is not attached.

Date: \_\_\_\_\_

Petitioner name: Louis Hamilton

Case No.

<b>CHILD SUPPORT GUIDELINES INCOME ATTACHMENT</b>		
	<b>A. Lisa</b>	<b>B. Louis</b>
<b>PRESENT MONTHLY GROSS INCOME:</b>		
1. Gross salary or wages per month	7,420	11,423
<b>2. TOTAL PRESENT MONTHLY GROSS INCOME</b>	<b>7,420</b>	<b>11,423</b>
<b>PRESENT MONTHLY DEDUCTIONS:</b>		
3. Federal, state, and local income taxes per month	556	1,829
4. FICA or self-employment taxes per month	460	708
5. Medicare payments per month	108	166
6. Health insurance not for children per month	19	292
<b>7. TOTAL MONTHLY DEDUCTIONS</b>	<b>1,143</b>	<b>2,995</b>
<b>8. PRESENT NET MONTHLY INCOME</b> (Guideline Worksheet line 1)	<b>6,277</b>	<b>8,428</b>
9. # children for child tax credit (information only)	1	0

LHLP

IN THE CIRCUIT COURT OF THE \_\_\_\_\_ JUDICIAL CIRCUIT,  
IN AND FOR \_\_\_\_\_ COUNTY, FLORIDA

Louis Hamilton \_\_\_\_\_

Petitioner

and

Lisa Hamilton \_\_\_\_\_

Respondent

Case No.: \_\_\_\_\_

Division: \_\_\_\_\_

Child's name	Date of Birth	Child's name	Date of Birth
B.H. _____	_____		

CHILD SUPPORT GUIDELINES WORKSHEET SUBSTANTIAL TIME-SHARING			
TIME-SHARING WORKSHEET			
No. of children for shared parenting: <u>1</u>	A. Lisa	B. Louis	TOTAL
<b>1.</b> Present Net Monthly Income From Florida Form 902b or 902c In 27. (see <i>Income Attachment</i> )	6,111	8,868	14,979
<b>2.</b> Basic Monthly Obligation[ from child support guidelines chart ] There is (are) <u>1</u> minor child(ren) common to the parties.			1,686
<b>3.</b> Percent of Financial Responsibility [Line 1A / Total for Lisa, line 1B / Total for Louis]	40.80 %	59.20 %	
<b>4.</b> Share of Basic Monthly Obligation [Ln 2 X In 3A for Lisa, In 2 X In 3B for Louis]	688	998	
Lines 5 through 9 are not used on substantial time-sharing			
<b>Substantial Time-Sharing (GROSS UP METHOD) If the noncustodial parent exercises time-sharing at least 20 percent of the overnights in the year (73 overnights in the year), complete Nos. 10 through 21</b>			
<b>10.</b> Basic Monthly Obligation x 150% [Multiply line 2 by 1.5]			2,529
	A. Lisa	B. Louis	TOTAL
<b>11.</b> Increased Basic Obligation for each parent [Ln 10 X In 3A for Lisa's share, In 10 X In 3B for Louis's share]	1,032	1,497	
<b>12.</b> Percentage of overnight stays with each parent The child(ren) spend(s) <u>182.0</u> overnight stays with Lisa each year. [multiply by 100/365 for In 12A] The child(ren) spend(s) <u>183.0</u> overnight stays with Louis each year. [multiply by 100/365 for In 12B]	49.86 %	50.14 %	
<b>13.</b> Parent's support multiplied by other Parent's pct of overnights. [Ln 11A X 12B for 13A, 11B X 12A for 13B]	517	746	
Additional Support - Health Insurance, Child Care & Other			
<b>14a.</b> Total Monthly Child Care Costs [Child care costs should not exceed level required, 61.30(7)]			0
<b>14b.</b> Total Monthly Child(ren)'s Health Insurance Cost [Only amounts actually paid for health insurance on child(ren)]			65
<b>14c.</b> Total Monthly Child(ren)'s Noncovered Medical, Dental and Prescription Medication Costs			0
<b>14d.</b> Total Monthly Child Care & Health Costs [Add lines 14a + 14b + 14c]			65
<b>15.</b> Additional Support Payments [Ln 14d X 3A for Lisa's share, Ln 14d X 3B for Louis's share]	27	38	

LH

LP

Petitioner name: Louis Hamilton

Case No.

Statutory Adjustments/Credits			
16a. Monthly child care payments actually made	0	0	
16b. Monthly health insurance payments actually made	0	65	
16c. Other payments/credits actually made for any noncovered medical, dental and prescription medication expenses of the child(ren) not ordered to be separately paid on a percentage basis. [See Sec 61.30 (8), Florida Statutes]	0	0	
17. Total Support Payments actually made [Add 16a through 16c]	0	65	
18. Total Additional Support Transfer Amount [Line 15 minus line 17; Enter any negative number as zero]	27	0	
19. Total Child Support Owed from Lisa to Louis [Lines 13A + 18A]	544		
20. Total Child Support Owed from Louis to Lisa [Lines 13B + 18B]		746	
21. Presumptive Child Support to Be Paid [Comparing In 19 to 20, Subtract smaller amount from larger]	\$ _____ -or- \$ <u>202</u>		

**ADJUSTMENTS TO GUIDELINES AMOUNT.** If you or the other parent is requesting the Court to award a child support amount that is more or less than the child support guidelines, you must complete and file Motion to Deviate from Child Support Guidelines Florida Supreme Court Approved Family Law Form 12.943.[check **one** only]

- a.  **Deviation from the guidelines amount is requested.** The Motion to Deviate from Child Support Guidelines Florida Supreme Court Approved Family Law Form 12.943, is attached.
- b.  **Deviation from the guidelines amount is NOT requested.** The Motion to Deviate from Child Support Guidelines, Florida Supreme Court Approved Family Law Form 12.943, is not attached.

\_\_\_\_\_  
Date:

Petitioner name: Louis Hamilton

Case No.

<b>CHILD SUPPORT GUIDELINES INCOME ATTACHMENT</b>		
	<b>A. Lisa</b>	<b>B. Louis</b>
<b>PRESENT MONTHLY GROSS INCOME:</b>		
1. Gross salary or wages per month	7,420	11,423
<b>2. TOTAL PRESENT MONTHLY GROSS INCOME</b>	<b>7,420</b>	<b>11,423</b>
<b>PRESENT MONTHLY DEDUCTIONS:</b>		
3. Federal, state, and local income taxes per month	722	1,389
4. FICA or self-employment taxes per month	460	708
5. Medicare payments per month	108	166
6. Health insurance not for children per month	19	292
<b>7. TOTAL MONTHLY DEDUCTIONS</b>	<b>1,309</b>	<b>2,555</b>
<b>8. PRESENT NET MONTHLY INCOME</b> (Guideline Worksheet line 1)	<b>6,111</b>	<b>8,868</b>
9. # children for child tax credit (information only)	0	1



**Hamilton v. Hamilton**  
**Case No.: 2022-DR-002872**

DOF: 8/15/22

**Equitable Distribution Worksheet**

TAB #	Marital Residence & Other Real Estate	Market Value	Valuation		Proposed	
			Debt	Date	Husband	Wife
13.	2357 Brickell Place (Marital Component)	\$61,863.87		8/2/22	\$61,863.87	
<b>Financial Assets and Liabilities</b>						
14.	(H) Navy FCU Checking x7705	\$759.41		8/17/22	\$759.41	
14.	(H) Navy FCU Savings x7002	\$6,005.62		8/17/22	\$6,005.62	
14.	(H) Navy FCU MM Savings x1158	\$0.00		8/17/22	\$0.00	
15.	(H) Charles Schwab Checking x6550	\$187.98		6/30/22	\$187.98	
16.	(W) NFCU Savings x4607	\$41.23		8/16/22		\$41.23
16.	(W) NFCU Checking x6042	\$5.06		8/16/22		\$5.06
17.	(H) Charles Schwab x6236	\$5,209.33		7/31/22	\$5,209.33	
18.	(H) Robinhood x8340	\$11.15		7.31.22	\$11.15	
19.	(W) Charles Schwab x9799	\$605.34		8.31.22		\$605.34
20.	(W) Robinhood x5174	\$137.50		8.31.22		\$137.50
21.	(H) NFCU Visa x8711		(\$25,115.11)	8.8.22	(\$25,115.11)	
22.	(W) AmEx x5663		(\$1,490.15)	8.16.22		(\$1,490.15)
23.	(W) Capital One x0858		(\$1,560.46)	8.3.22		(\$1,560.46)
24.	(W) Credit One x1129		(\$842.86)	8.11.22		(\$842.86)
25.	(W) Credit One x3189		(\$320.55)	8.14.22		(\$320.55)
26.	(W) Destiny x2052		(\$56.14)	8.22.22		(\$56.14)
27.	(W) Indigo x7187		\$0.00	8.26.22		\$0.00
28.	(W) Kohls x3402		(\$566.65)	8.7.22		(\$566.65)
29.	(W) Navy FCU x4992		(\$17,386.98)	8.3.22		(\$17,386.98)

30.	(W) Rooms to Go x9987		(\$447.48)	8.28.22		(\$447.48)
31.	(W) USAA x1891		(\$429.65)	8.23.22		(\$429.65)
32.	(W) Victoria's Secret x1813		(\$908.39)	8.11.22		(\$908.39)
	IRA Debt		(\$2,500.00)			(\$2,500.00)
	Nations Roof		(\$1,580.00)		(\$1,580.00)	

**Retirement & Deferred Compensation**

33.	(H) TSP x3344 - Marital Component of C fund - 20% tax effect	\$143,056.18		8.31.22	\$114,444.94	
34.	(W) Halma Holdings - 20% tax effect	\$14,525.89		6.30.22		\$11,620.71

**Cars & Other Personal Property**

	(H) 2021 Toyota Tacoma	\$38,378.00			\$38,378.00	
35.	(W) 2020 GMC Terrain	\$21,299.00	(\$19,399.90)	8.31.22		\$1,899.10
	Artwork	\$10,000.00				\$10,000.00
	Furniture & Furnishings	\$10,000.00			\$5,000.00	\$5,000.00
	Electronics	\$2,500.00			\$2,500.00	
	(W) Non-Marital Engagement Ring	\$0.00				\$0.00
	Other Jewelry	\$2,500.00				
	(H) Non Marital Firearms	\$0.00			X	
	(W) Firearms (AR & SW)					X

<b>TOTAL</b>	<b>\$317,085.56</b>	<b>(\$72,604.32)</b>	<b>\$207,665.19</b>	<b>\$2,799.63</b>
<b>Difference</b>			\$204,865.56	
<b>Equalizing Payment</b>			\$102,432.78	
				\$102,432.78












# Binder1


Final Audit Report


2023-03-09


Created:	2023-03-08
By:	Karen Middlekauff (kmiddlekauff@losey.law)
Status:	Signed
Transaction ID:	CBJCHBCAABAAboJ541-AEIVsnlhph4WcOJ_MNd9v88Xh


## "Binder1" History


-  Document created by Karen Middlekauff (kmiddlekauff@losey.law)  
2023-03-08 - 10:33:19 PM GMT- IP address: 104.7.211.109
-  Document emailed to michael@cortesmedina.com for signature  
2023-03-08 - 10:34:25 PM GMT
-  Email viewed by michael@cortesmedina.com  
2023-03-08 - 10:35:14 PM GMT- IP address: 108.189.106.104
-  Signer michael@cortesmedina.com entered name at signing as Michael J. Cortes  
2023-03-08 - 10:38:57 PM GMT- IP address: 108.189.106.104
-  Document e-signed by Michael J. Cortes (michael@cortesmedina.com)  
Signature Date: 2023-03-08 - 10:38:59 PM GMT - Time Source: server- IP address: 108.189.106.104
-  Document emailed to atiya.clarke@dewittlaw.com for signature  
2023-03-08 - 10:39:00 PM GMT
-  Email viewed by atiya.clarke@dewittlaw.com  
2023-03-08 - 10:39:08 PM GMT- IP address: 72.188.159.142
-  Signer atiya.clarke@dewittlaw.com entered name at signing as Atiya T. Clarke  
2023-03-08 - 10:40:30 PM GMT- IP address: 72.188.159.142
-  Document e-signed by Atiya T. Clarke (atiya.clarke@dewittlaw.com)  
Signature Date: 2023-03-08 - 10:40:32 PM GMT - Time Source: server- IP address: 72.188.159.142
-  Document emailed to Lisa Preast (destingirl83@gmail.com) for signature  
2023-03-08 - 10:40:33 PM GMT
-  Email viewed by Lisa Preast (destingirl83@gmail.com)  
2023-03-09 - 2:35:59 PM GMT- IP address: 35.145.41.113


 Document e-signed by Lisa Preast (destingirl83@gmail.com)  
Signature Date: 2023-03-09 - 2:38:31 PM GMT - Time Source: server- IP address: 35.145.41.113


 Document emailed to ljh824@gmail.com for signature  
2023-03-09 - 2:38:32 PM GMT


 Karen Middlekauff (kmiddlekauff@losey.law) added alternate signer ljh824@aol.com. The original signer ljh824@gmail.com can still sign.  
2023-03-09 - 4:57:42 PM GMT- IP address: 104.7.211.109

 Document emailed to ljh824@aol.com for signature  
2023-03-09 - 4:57:43 PM GMT

 Email viewed by ljh824@aol.com  
2023-03-09 - 5:02:50 PM GMT- IP address: 160.142.52.58

 Signer ljh824@aol.com entered name at signing as Louis Hamilton  
2023-03-09 - 5:05:59 PM GMT- IP address: 160.142.52.58

 Document e-signed by Louis Hamilton (ljh824@aol.com)  
Signature Date: 2023-03-09 - 5:06:01 PM GMT - Time Source: server- IP address: 160.142.52.58

 Agreement completed.  
2023-03-09 - 5:06:01 PM GMT