

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

IN RE: THE MARRIAGE OF

CYNTHIA MILLIKEN KAWACHIKA,
Petitioner/Wife,

CASE NO.:
DIVISION: FAMILY LAW

and

JON J. KAWACHIKA,
Respondent/Husband.

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT (hereinafter referred to as "Agreement"), made and entered into on this 23 day of December, 2024 by and between **CYNTHIA MILLIKEN KAWACHIKA** (hereinafter referred to as "Wife"), and **JON J. KAWACHIKA** (hereinafter referred to as "Husband").

WITNESSETH

WHEREAS, the parties hereto were duly married to each other on August 5, 2000, in Miami, Miami-Dade, Florida, and there are no minor or dependent children born of or adopted during the marriage. Wife is not currently pregnant, and no further issue are contemplated; and

WHEREAS, unhappy and unfortunate differences have arisen between the parties which, after good faith attempts on the part of both parties, have not been resolved, and it being in the best interest of each party that they live separate and apart; and

WHEREAS, it is the desire and intention of each of the parties hereto that the relationship between them with respect to property rights, support rights and financial matters be conclusively settled and determined by this Agreement; and


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WHEREAS, each party represents that he/she has personal knowledge of and is fully informed of each other's assets, liabilities, property holdings, and income. In addition, each party has been given the opportunity to request and obtain additional financial information and or disclosures, and each party has waived his/her right to do so; and

WHEREAS, each party represents that he/she has made full disclosure of his/her assets, liabilities, property holdings, and income to the other and has provided all financial disclosure(s) requested by the other party and each party is fully informed as to the other's holdings; and

WHEREAS, the parties hereto desire to forever settle and determine their respective property rights, rights to and for alimony and support, and all rights, claims and demands arising out of the marital relationship between the parties which either of them now has or may hereafter have or claim to have against the other; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, agreements, conditions, provisions, releases and undertakings hereinafter set forth, all of which the parties acknowledge are good and valuable considerations, the adequacy of the consideration is admitted by the parties and each intends to be legally bound by it, and the below recitals being an integral part of this Agreement, these parties agree hereto as follows:

1. RECITALS:

The above recitals are hereby incorporated as a part of this Agreement and accepted and agreed to by both parties as though fully set forth in the body of this Agreement. The fact that a particular provision of the body of this Agreement is not mentioned in the recitals shall not affect the validity or enforceability of such provision. The facts stated in the recitals shall be conclusively presumed to be true for all purposes between the parties.


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2. ENTIRE UNDERSTANDING:

The parties have incorporated in this Agreement their entire understanding of all matters relating to all issues contained herein.

3. REPRESENTATION OF COUNSEL:

Each party understands his or her right to legal counsel of his or her choosing and each party has had the opportunity to be represented by independent competent counsel. The Wife is represented by Lorri K. Fishman, Esq., with Lorri K. Fishman, P.A. Husband acknowledges that no attorney of Lorri K. Fishman, P.A. has given any advice to him nor has he relied upon any statement of Wife's attorney nor any other attorney from Lorri K. Fishman, P.A. in the negotiation and/or execution of this Agreement. Husband further acknowledges that he has been advised of his right to seek legal counsel to represent him in these proceedings and has voluntarily chosen not to retain counsel to represent him. Husband is further aware that Wife's counsel does not represent him and cannot advise Husband whether he should sign this settlement agreement. Husband has entered into this agreement of his own volition and was under no compulsion or duress as evidenced by his initials and notarized signature below.

4. PENDING ACTION FOR DISSOLUTION:

The parties intend to file an uncontested action to dissolve the parties' marriage in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. This Agreement is intended to be a full and complete settlement of all matters arising out of such uncontested action and which could be brought in that action, including the division of marital assets and liabilities, and support obligations. The parties intend that this Agreement is intended to be introduced into evidence in that uncontested dissolution of marriage action and shall be incorporated in the Final Judgment of Dissolution of Marriage; however, the parties do not intend for it to be merged in the


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Final Judgment, rather, they wish it to survive the Final Judgment and be binding and conclusive upon the parties for all time.

5. MODIFICATION AND WAIVER:

No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and unless said subsequent instrument is executed with the same formality as this Agreement. The failure of either party to insist upon the strict performance of any of the provisions of this Agreement shall not be deemed a waiver of the right of the party thereafter to insist upon the performance of that, or any other provision of this Agreement at any time whatsoever.

6. EFFECTIVE DATE:

The effective date of this Agreement shall be the date upon this dually executed Agreement. This Agreement shall not be introduced into evidence in any court proceedings whatsoever unless executed by all parties to the Agreement.

7. SEPARATION AND NON-INTERFERENCE:

At all times after the execution of this Agreement during the pendency of dissolution proceedings, the parties shall be entitled to live separate and apart from each other, and each shall be free from any interference, authority, and control, whether direct or indirect, by the other party to the same extent as if they were unmarried. Each party recognizes the right of the other to select his or her own place of abode. Each party has the right to conduct any trade, business, or employment. Neither party shall molest, harass, disturb, annoy, threaten, intimidate, or interfere with the other party in any manner, nor shall either party interfere with the peace or comfort of the other, nor attempt to resume cohabitation with the other.


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8. ALIMONY:

This is a long-term marriage as defined by §61.08(4), Florida Statutes. The parties agree the Wife has a need for and the Husband has the ability to pay durational alimony in the amount of one-half (1/2) of his Military pension but no less than two thousand, seven hundred and seventy-five dollars (\$2,775.00), for a period of eighteen (18) years, to begin on the first day of the month following the Wife's retirement date, and continuing on the first (1st) day of each and every month thereafter (but no later than the fifth (5th) day of each month). *(USAFR Military Retirement hours of MSG, according to the information provided by the Husband, there is a pre-marital portion of 3,593 and a marital portion of 1,445, total PCARS point credits of 5,038. Husband's reserve retirement points are from year 2000 to Retirement year in 2017, divided by total number of Reserve retirement points, then multiplying the marital fraction by one-half or 50 percent. Equation of marital portion: $((1445/5038)*.5)*100 = 14.341\%$ *see DoD 7000.14-R section 2.11.2. The Husband will continue to get 14.23% of Military pension until deceased or remarried. The Husband's current retirement pay is \$1,760.79 a month and $14.23\% = \$252.51$)* Husband's alimony payments shall sooner terminate upon the wife's death or remarriage. Husband shall be responsible for paying Wife via direct deposit through the Zelle application, and Wife agrees to provide Husband with such information and to ensure said information is current for as long as she receives alimony.

Husband agrees to elect the spousal lifetime benefit for Wife for his Military Retirement, FERS funds, Firefighter pension, and any and all other applicable pension and/or retirement benefits. Husband will provide to the Wife proof of election of spousal survivor benefits within thirty (30) days of the signed Final Judgement and upon written demand by Wife. In the event Husband chooses not to elect spousal lifetime benefits and/or such selection is not available for any and all of his pension and/or retirement benefits, Husband agrees to contract for and keep in full force and effect a life insurance policy with a face value of Five Hundred Thousand Dollars


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(\$500,000.00), with the Wife designated as irrevocable beneficiary for as long as the Wife remains eligible for alimony. Within thirty (30) days after the insurance policy has been obtained, Husband shall provide the name and address of the insurance company, the policy number, and a copy of the insurance policy and upon written demand by Wife, but no less than annually on or before February 1 of each year thereafter.

9. MEDICAL INSURANCE FOR THE SPOUSE:

Upon the Wife's enrollment in an individual medical/health insurance plan of her choosing, Husband agrees to reimburse Wife for one hundred percent (100%) of the required monthly premium for said major medical/health insurance plan and shall continue to do so until the Wife's death or remarriage. Wife shall inform Husband in writing of the monthly premium required of her medical/health insurance plan on or before December 1 of each year to include the date of the month said premium(s) is due. Husband shall reimburse Wife for said premium(s) no later than five (5) days after the due date of each monthly premium(s) and in the manner as set forth in Paragraph 8 above.

10. EQUITABLE DISTRIBUTION:

The parties recognize that the distribution scheme set forth herein may result in unequal distribution. The parties acknowledge that any unequal distribution was bargained for in exchange for other valuable consideration in the execution of this entire agreement and set forth as follows:

A. INDIVIDUAL ACCOUNTS:

Unless otherwise stated herein, all checking, savings, federal credit union, money markets, and other financial instruments held now or in the future name held, in the individual name of the


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Wife or in the individual name of the Husband, shall remain the sole and exclusive property of that spouse free and clear from any claims or interest in the other spouse.

B. JOINT ACCOUNTS:

- a. Joint PEFCU account x0200: The parties agree the Wife shall receive 100% of the funds in the above listed account. The parties shall cooperate to remove Husband's name from said account within ten (10) days of the signed Final Judgment.
- b. Joint BIFCU account x0087: The parties agree the Husband shall receive 100% of the funds in the above listed account. The parties shall cooperate to remove Wife's name from said account within ten (10) days of the signed Final Judgment.

Unless otherwise stated or provided for herein, the parties acknowledge that these are the only jointly held financial accounts known to exist and that each has made a full disclosure to the other spouse. In the event that a joint account is later discovered, the parties shall equally divide any assets held therein and the account shall be closed.

C. MARITAL DEBTS:

Unless otherwise stated herein, Wife shall be solely responsible for any and all credit cards, debts and liabilities held in her individual name and contracts and agrees with Husband that on or after the date hereof she will not pledge the credit of the Husband for her debts, nor will she charge anything to the Husband, whether individually or jointly held. Wife warrants that Husband shall not be responsible for any premarital debts, current or future debts or obligations of the Wife, under any circumstances, and that Wife shall indemnify and hold the Husband harmless from any


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and all obligations of every nature which may hereinafter be created by her, unless otherwise specified herein this agreement.

Unless otherwise stated herein, Husband shall be solely responsible for any and all credit cards, debts and liabilities held in his individual name only and contracts and agrees with Wife that on or after the date hereof he will not pledge the credit of the Wife for her debts, nor will he charge anything to the Wife, whether individually or jointly held. The Husband warrants that Wife shall not be responsible for any premarital debts, current or future debts or obligations of the Husband, under any circumstances, and that Husband shall indemnify and hold the Wife harmless from any and all obligations of every nature which may hereinafter be created by him, unless otherwise specified herein this agreement.

a. Joint Costco Citi credit cards x7670 and x2484 : The parties agree that the debt from each of these Costco affiliated credit cards will be divided equally by the parties and paid within thirty (30) days of the signed Final Judgement. The parties further agree the Wife shall be solely responsible for the account ending in x7670. The parties shall cooperate to remove Husband's name from said account within thirty-one (31) days of the signed Final Judgment. The parties agree the Husband shall be solely responsible for the account ending in x2484 and shall be removed from the joint Costco membership account.

b. AT&T Cellular Plan: Husband agrees to maintain the current family plan for the parties' cellular phones and shall be responsible for all timely monthly payments for said plan. Husband agrees not to remove Wife from said plan before December 31, 2025, and shall perform all actions necessary to "unlock" Wife's phone for her exclusive use and possession.


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Unless otherwise stated or provided for herein, the parties acknowledge that these are the only jointly held debts known to exist and that each has made a full disclosure to the other spouse. In the event a prior debt is subsequently discovered, the party who incurred said debt shall perform such necessary action to pay any unpaid balance within ten (10) days of discovery or written notice, whichever occurs first and remove the other party's name or close the account and also agrees to indemnify and hold the other harmless from any liability.

D. MARITAL REAL PROPERTY:

a. Marital Home: There exists certain real property in which one or both parties may claim an interest, herein referred to as the "Marital Home," located at 179 NE 94th Street, Miami Shores, Florida 33138, Folio ID: 11-3206-013-2930, and whose legal description is as follows:

LOTS 22 and 23, Block 21, of MIAMI SHORES SECTION 1 AMENDED, according to the Plat thereof, as recorded in Plat Book 10, at page 70, of the Public Records of Miami-Dade, Florida.

The parties agree that the Husband shall vacate the marital home on or before September 30, 2025. The parties agree that neither Amy Wang, nor any member of her family, nor any other paramour(s) of the Husband shall be allowed at the marital home. The Wife shall have exclusive use, possession, and ownership of the Marital Home after September 30, 2024, or the day immediately following the Husband's move out date, whichever occurs sooner, unless the parties agree in writing to extend the Husband's move out date. The Wife agrees to have possession of the home until it is sold.


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Wife shall be responsible for the responsibilities of the marital home, including taxes, insurance, repairs and maintenance, homeowner's association dues, and utilities. The parties agree that Wife shall be reimbursed by the Husband for all above listed responsibilities from the net proceeds from the sale of the marital home and the remainder of the net proceeds shall be divided equally by the parties.

The parties agree the Wife shall manage the sale of the marital home and may use a property attorney and title company of her choosing. Each party will get a proposal from a licensed realtor of his/her choosing and then mutually agree upon which realtor to use. If the parties cannot agree, then the realtor shall be chosen by the property attorney of Wife's choosing, provided said realtor has no relationship with the attorney or either party. Each party shall cooperate with the chosen realtor, attorney, and title company to effectuate the sale of the marital home. If either party fails to cooperate and/or interferes in the sale of the marital residence, then a Special Master shall be appointed at the non-compliant party's sole expense (and deducted from his or her share of the proceeds) to execute any and all documentation necessary to effectuate the terms and provisions of this paragraph.

b. Hawaii Home: There exists certain real property in which one or both parties may claim an interest, herein referred to as the "Hawaii Home," located at 152 Terrace Circle, Hilo, Hawaii, 96720, 179 NE 94th Street, Miami Shores, Florida 33138, Parcel Number 250330510000. The parties agree that the Husband shall have exclusive use, possession, and ownership of the Hawaii Home on the day immediately following the entry of the Final Judgment. As of the date of this duly executed Agreement, the Husband shall assume all responsibility for the Hawaii


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Home, including mortgage obligations, taxes, insurance, repairs and maintenance, homeowner's association dues, and utilities, and will indemnify and hold the Wife harmless for the obligations. For purposes of equitable distribution, the Husband forgoes any and all interest in Wife's retirement accounts in exchange for Wife's interest in the Hawaii Home. Within thirty days of the entry of the Final Judgment, the Wife agrees to execute a quitclaim or special warranty deed, conveying her interest in the Hawaii Home to the Husband, and/or any other documentation necessary to transfer her ownership in the home, including any documents related to abandoning or foregoing any homestead interest that the Wife may have in the property. The Husband shall pay any necessary fees incurred by transfer, including recording fees. If and when the property is thereafter sold, the Husband shall receive all equity and shall be responsible for reporting any gain from the sale of the property on his individual income tax return and that he shall pay all income taxes attributable thereto.

E. VEHICLES:

The Wife shall be entitled to exclusive use and possession, hold title, and have sole responsibility of the 2018 Cadillac XT5. Wife shall be solely responsible for all indebtedness on these vehicles and shall hold the Husband harmless from any liability thereon. The Husband shall, within ten (10) days of the execution of this Agreement, convey his interest, if any, and distribute all related documents directly to the Wife, for the Wife to hold sole titles. The Wife shall obtain insurance for such vehicle in her own name within ten (10) days of the Final Judgment.

The Husband shall be entitled to exclusive use and possession, hold title, and have sole responsibility of the 2021 Toyota Tacoma. Husband shall be solely responsible for all indebtedness


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on this vehicle and shall hold the Wife harmless from any liability thereon. The Wife, shall, within ten (10) days of the execution of this Agreement, convey her interest, if any, and distribute all related documents directly to the Husband, for the Husband to hold sole title. The Husband shall obtain insurance for such vehicle in his own name within ten (10) days of the Final Judgment.

F. PERSONAL PROPERTY:

During the course of the marriage, the parties acquired certain personal property. Prior to the execution of this Agreement, the parties have divided all of the personal property, not subject to the list below. Each party shall have the full use and ownership of the items listed, free from any claim or demand of the other party.

a. Personal Property, Household Furniture/Furnishings: The Wife shall have sole possession and use of her grandmother's dresser, grandfather's bookcase, mountain bike, and one (1) paddleboard. The Husband shall have sole possession and use of his mountain bike, road bike, and accessories. Husband will also have exclusive use and possession of all furnishings at the Hawaii Home.

All remaining personal property, household furniture/furnishings shall be divided as mutually agreed upon by the parties; however, any personal property left at the Marital Home by the husband after his move out date, shall be deemed to be the exclusive property of the Wife for her to sell or dispose of as she sees fit. Failure to strictly comply with these terms shall be deemed a waiver and each party shall be the exclusive use and owner of those items that in his or her possession, now and forever.

b. Jewelry and Clothing: Each party shall receive all of his or her clothing,


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personal effects, and jewelry, including wedding rings.

c. Family Photographs/Memorabilia: The parties shall equally divide family photos, videos, and memorabilia. Should one party wish to duplicate those items which she/he does not receive upon division, that party shall bear the cost of such duplication. Both parties will work together to make the items available to each other.

d. Travel Trailer: Wife shall be entitled to sole use and possession of the runaway travel trailer.

e. Animals: The parties agree that the Husband shall own the parties' dog named Snickers; however, if Husband cannot take Snickers to Hawaii upon his relocation, the Wife shall take ownership of the dog. Each party agrees to equally divide all veterinary care bills for Snickers for the remainder of the dog's natural life, so long as any treatment outside of standard annual visits/treatments, are agreed upon in writing. The party incurring the expense for the dog must send the reimbursing party a copy of said invoice within five (5) days of receipt or forfeit reimbursement. If direct payment to the provider is allowed and/or necessary for immediate treatment, the reimbursing party may pay the provider directly. The Wife shall execute any and all necessary documents to ensure transfer of ownership of the dog solely to the Husband.

f. Miscellaneous: Any items not specifically addressed in this Agreement shall be that of the party in possession of same.

G. INSURANCE, STOCK, 401(k), RETIREMENT, PENSION AND OTHER INVESTMENT ACCOUNTS:


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Unless listed below, the parties now and forever waive any property or support interest, claims or benefits, they each may have in the other party's individual retirement plans, 401(k) Plan, Pension Benefits, Stock Investments, Annuities, IRA's as well as any and all military or civilian retirement benefits, Veteran's Affairs disability benefits, FERS or and Thrift Savings Plan (TSP) accounts, and as equitable distribution, each party shall maintain sole ownership, title and interest of her retirement plans, military and civilian plans, FERS, TSP Accounts, 401(k) plans, IRA Plans, Pensions Benefits, Stock Investments, Veteran's Administration disability benefits, or any other retirement, investment or financial account titled in their individual names, regardless of how it's titled or whether such interest has or has not vested.

- a. Husband's Firefighter "PAYOUT" and Military Pension and disability funds: If Husband selects a lifetime spousal benefit option (Currently Option 3 or 4) to allow Wife to be paid for the remainder of Wife's natural life, then Husband shall be entitled to receive his full benefit amount(s) under said option. spousal share of his pension plan (exception is Military pension that is part of alimony agreement). If Husband cannot secure a lifetime spousal benefit option for his pension(s) account(s), or if Husband chooses full payout rather than pension payments, Wife is entitled to one-half (1/2) of his "payout funds" and Husband must pay Wife half of his remaining funds under these accounts monthly, if received via pension, or in full if received via investment plan. Both parties shall execute any and all necessary documents to effectuate the transfer of these funds/benefits. The Husband shall be responsible for the preparation of a Qualified Domestic Relations Order ("QDRO") or transfer order necessary to initiate the transfer of funds from the above-listed


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retirement account(s). Husband shall be responsible for paying any necessary fees and/or costs associated with the transfer. The parties agree the Court will reserve jurisdiction to enter any QDRO or any other type of order as may be necessary to effectuate the terms of this Agreement.

H. 529 PLAN(S):

The Husband shall have exclusive use and control of the 529 College Savings Plan for the parties' adult child, Kai, so long as said adult child is eligible for said plan. Husband agrees to ensure any and all funds from plan are to be used for the post-secondary education expenses for Kai, such as tuition, fees, books, and boarding expenses. The parties shall execute any and all necessary documents to effectuate said ownership. Husband further agrees to cooperate with any requests made from the post-secondary institution, Department of Education, and/or plan administrator to ensure funds are available for and accurately applied to Kai's post-secondary education.

11. NON - MARITAL PROPERTY:

The parties acknowledge that all non-marital property has been restored to the party entitled thereto and each party acknowledges that there is no other non-marital property to be restored and that the restoration stipulated is proper and according to the law. All property has been previously divided.

12. INCOME TAX RETURNS:

The parties have agreed to file their 2024 income taxes separately. Furthermore, each party represents and warrants to the other that they have fully declared all income and properly claimed all deductions on prior federal tax returns. In the event that there is an audit or deficiency assessment on any prior joint return, or a tax lien has been filed or is filed in the future, the party


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who first receives prior notice of it shall give the other immediate notice in writing. Each individual will also forward copies of all papers received, and all documents sent in response. The party whose income or deductions are deemed responsible for the assessment or lien shall pay the assessment or lien, together with interest and penalties, if any, as well as all expenses that may be incurred if that party decides to contest the assessment. The responsible party agrees to indemnify the other party for any loss, injury, expense, or attorney's fees incurred as a result of a lien, audit, or assessment. In the event of an audit, each party shall cooperate with the other in providing all relevant information and documents. Each party will execute any forms or documents deemed necessary by the responsible party or his or her tax advisors. Each party shall timely pay her individual tax liability in connection with the tax return filed by such party and/or entity. Any refund received as a result of a party's tax return shall be the sole property of the party filing such tax return.

13. 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.

14. NON-WAIVER PROVISION:

The parties agree that the failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms and provisions of this Agreement, shall not be construed as a waiver of, or relinquishment of, any such term or provision for the future and the same shall continue in full force and effect. Further, the parties agree that no waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by both parties.


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15. FUTURE DOCUMENTS:

Both parties shall execute and deliver any and all necessary and required instruments or documents which the other party hereto may reasonably require for the purpose of giving full force and effect to the provisions of this Agreement and further, agree that neither party shall require any compensation whatsoever.

16. ENTIRE AGREEMENT:

The parties agree that this Agreement shall, from the time it takes effect, supersede any and all prior agreements, understandings, and contracts between them, whether oral or written. Further, the parties acknowledge and agree that this Agreement incorporates their entire agreement and understanding as to the subjects covered herein. Further, the parties agree that no statement(s) or prior written agreement(s) extrinsic to this Agreement shall have any force or effect.

17. CHOICE OF LAW:

The laws of the State of Florida shall govern the validity, construction, interpretation, and effect of the entire Agreement. In the event disputes arise concerning the Agreement, the parties mutually agree that either may petition the Court in and for Miami-Dade County, Florida, for recourse, and that this Court reserves jurisdiction to appoint a Special Magistrate to enforce or effectuate any terms or provisions as set forth in this Agreement.

18. BANKRUPTCY:

The obligations of this Agreement shall not be subject to discharge in bankruptcy. The assumption of indebtedness by either party under this agreement shall be considered an obligation directly related to the support and maintenance of the other party, although payments of said debts shall not be considered deductible or taxable as alimony or maintenance for income tax purposes.

19. MUTUAL RELEASE:


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Except as otherwise provided in this Agreement:

A. Each party releases the other from any and all claims, demands, dues, debts, rights, or causes of action, up to the date of this Agreement;

B. Each party hereby irrevocably releases and relinquishes all claims, rights and interest which that party may now have or may hereafter acquire in any property, whether real, personal or mixed, of the other party, whenever and however such property may have been or may be acquired by said other party; and each party represents that all of said property, whether real, personal or mixed, owned by either of the parties at the time of their marriage or subsequently acquired, separately or together, and owned by the parties or either of them at the time of their separation has heretofore been equitably divided and apportioned between them and each party hereby ratifies and affirms that division;

C. Each party hereby irrevocably waives and releases the other party from any and all claims that he or she may now have or may hereafter acquire for alimony, support, or maintenance;

D. Each party waives, releases, and relinquishes all rights that he or she may have or may hereafter acquire as to the other party's spouse under the present or future laws of any jurisdiction, including but not limited to, the following:

- i.) To elect to take against any will or codicil of the other party now in force;
- ii.) To share in the other party's estate and to exercise any right of dower or curtesy he or she may have or may hereafter acquire in the other party's estate;
- iii.) To act as administrator of the other party's estate except only as provided by will or codicil executed after the date of this Agreement.


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20. VOLUNTARY EXECUTION:

Each party hereby specifically acknowledges and agrees that he/she has signed this Agreement freely and voluntarily without any undue influence, fraud, coercion, misrepresentation, threats, or promises (other than those specified herein) by the other party believing the terms to be fair, just, equitable and reasonable.

21. PARTIAL INVALIDITY:

The parties agree that, in the event any clause or portion of this Agreement shall be held invalid by any court of competent jurisdiction, it is specifically understood, acknowledged, and agreed that such invalid clause or portion of this Agreement shall have no force and effect upon the validity of any other portion of this Agreement and all of the other portions of this Agreement shall remain in full force and effect, and remain valid and enforceable.

22. COPIES:

The parties agree that this Agreement shall be signed in original form and in one or more copies. Further, the parties agree that, when the copies are executed with the same formality, and in the same manner as the original Agreement, said copies shall constitute duplicate original Agreements. A scanned or facsimile signature of the parties hereto shall be deemed an original signature. The parties agree that this Agreement shall not be introduced into any court proceedings whatsoever unless executed by both parties hereto.

23. INDEMNIFICATION:

In any instance in which either party is required to indemnify or hold the other party harmless under this Agreement, such indemnification or hold harmless shall include all demands, claims or damages against the indemnified party resulting, directly or indirectly, from the matter or thing indemnified against. The indemnification and hold harmless shall include, without limitation, the


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following items incurred in defending any such claims, demands or damages: taxable court costs, other related but non-taxable costs and expenses, reasonable professional fees and attorney's fees necessarily required from the time litigation or other dispute resolution proceeding is commenced until appeals are final, if any. This provision shall apply whether the litigation or other dispute resolution proceeding seeks a declaration of rights, reformation, damages for default, damages for misrepresentation, indemnification, contribution, subrogation or other legal or equitable remedy.

24. NOTICE:

Unless otherwise specifically provided herein, all notices to be given hereunder shall be in writing and sent to the parties as hereinafter provided by certified mail, return receipt requested, postage prepaid. Further, the parties agree that, unless otherwise specifically provided herein, said notices shall be effective on the date such notice is received. The parties further agree that the place and/or address, at which either party is entitled to receive any notice hereinabove set forth, may be changed by such party by him/her giving written notice of such change of address to the other party.

25. KNOWLEDGE OF ASSETS AND WAIVER OF MANDATORY DISCLOSURE:

Husband and Wife each declare that he or she is fully informed and cognizant of the income, property, estate, and other assets of the other and that there has been made full and complete disclosure to the other of same and further declares his or her complete satisfaction that such disclosure is true, correct, complete and made in good faith.

The parties specifically waive additional financial disclosure and mandatory disclosure pursuant to Rule 12.285, Florida Family Law Rules of Procedure; however, this waiver of further discovery and mandatory disclosure does not extend to the right to file, take discovery in, or obtain appropriate relief in, any future motion or proceeding based on any act of fraud or


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misrepresentation in the identification of assets or liabilities as reflected in each party's financial affidavit.

26. SOLDIERS, SAILORS, AND AIRMEN CIVIL RELIEF ACT:

Both parties acknowledge their rights under the Servicemembers Civil Relief Act were observed and protected in this cause.

27. REPRESENTATIONS:

The parties represent the following:

A. Each party has had independent legal advice by counsel of his or her own selection in the negotiation of this Agreement or had the opportunity to seek legal advice prior to the execution of this Agreement. Wife is represented by Lorri K. Fishman, Esq. with Lorri K. Fishman, P.A., 600 S Andrews Ave, Suite 402, Fort Lauderdale, FL 33301. Husband is not represented by an attorney. Husband is a Pro Se Litigant.

B. Each party has had the opportunity to ask questions of his or her attorney with regard to the provisions of this Agreement or understood the provisions of this Agreement without the advice of counsel and acknowledges that this Agreement is fair and equitable and that it is not the result of any duress, undue influence, fraud, coercion, or misrepresentation. The parties further acknowledge that this Agreement was executed and agreed to with the full understanding of its purpose and meaning and that the execution of this Agreement is the free and voluntary act of each of the parties, who intend to be bound by this Agreement.

C. Each party acknowledges that he or she has the mental capacity necessary to enter into this Agreement. Each party acknowledges that he or she has read and understands each provision of the Agreement and that the Agreement is being entered into freely and voluntarily.

D. Each party declares that he or she is fully informed and cognizant of the other party's


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J.J.K.

income, property, estate, and other assets.

E. Each party represents that he/she has personal knowledge of each other's assets, property holdings, and income and each party is fully informed as to the other's holdings. In addition, each party has been given the opportunity to request and obtain additional financial information, and each party has waived their right to do so.

F. Each party understands and agrees that this Agreement constitutes the entire contract of the parties. It supersedes any prior understandings or agreements between the parties regarding the issues in this Agreement. There are no representations or warranties other than as set forth herein.

G. Each party has been informed by his or her counsel, or understands without the advice of counsel and acknowledges and agrees that the laws of Florida shall govern the validity, construction, interpretation, and effect of this Agreement.

H. Each party agrees that no modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed with the same formalities as this Agreement. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement on the part of the other party to be performed shall not be construed as a waiver or relinquishment for the future of any such term or provision and that same shall continue in full force and effect.

28. REAL ESTATE AND TAX ADVICE DISCLAIMER:

The parties hereby acknowledge and agree that they have not received any real estate or tax advice concerning this Agreement, or its terms and provisions, or implications, from counsel, but have been advised to seek independent tax advice from a tax counselor, certified public accountant, or tax attorney of their own choosing as well as a real estate professional to evaluate the tax implications and consequences of this Agreement. Further, the parties acknowledge and agree that


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their signatures to this Agreement serve as their acknowledgment that they have read this particular paragraph and have had the opportunity to seek independent tax advice.

29. ATTORNEYS FEES, COSTS AND SUIT MONEY:

Each party agrees to be solely responsible for his or her individual attorney's fees incurred in the preparation of an uncontested dissolution cause of action.

30. DEFAULT:

In the event that either party in this Agreement defaults in her obligations hereunder, the party in default shall be liable to the non-defaulting party for all reasonable expenses incurred, including attorney's fees, in the enforcement or interpretation of the obligations created by this Agreement.

31. RECONCILIATION:

The parties recognize the possibility of a reconciliation; however, it is their intention that a reconciliation, either temporary or permanent, or a future separation after any reconciliation, in no way shall abrogate or affect the provisions of this Agreement concerning the settlement and disposition of property rights between the parties and their respective reality and personality as set forth in this Agreement.

32. WAIVER OF APPEARANCE:

The parties agree that the Court May proceed with the final hearing without further notice, and consent to judgment being entered on the petition, pursuant to the terms of this Marital Settlement Agreement even if the Respondent does not appear.

33. RESERVATION OF JURISDICTION:

The parties agree that the court shall retain jurisdiction to make orders and determinations that are necessary and/or appropriate (i) to enforce any of the terms of this Agreement or otherwise effectuate the division of property as specified in the Agreement; and (ii) to resolve any matter


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subject to the jurisdiction of the court that has not otherwise been resolved by the terms of the Agreement, or to resolve any dispute that may arise concerning the terms of the Agreement.

34. AUTHORSHIP:

In the event that any dispute arises respecting the construction or interpretation of this Agreement, then the same shall be deemed to have been drafted and prepared by both parties.

35. COUNTERPARTS:

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

36. DISCHARGE OF ATTORNEY(S) OF RECORD:

That effective thirty-one (31) days from the date of the entry of the Final Judgment and Decree herein, the attorney(s) of record shall be automatically discharged as attorney of record for the respective parties herein and shall no longer be authorized to accept service of process on behalf of the parties.

37. PARAGRAPH HEADINGS:

Paragraph headings are provided for convenience in locating paragraphs and are not intended to add or detract anything from the language of the clauses in the paragraphs.

38. SPECIAL MASTER:

In the event either party is unable or unwilling to execute any instruments required to carry out any provisions of this Agreement, a Special Master will be appointed to execute said instruments in their stead.

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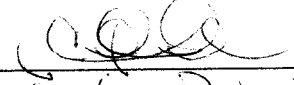

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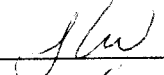

J.J.K.

IN WITNESS WHEREOF, the Wife hereto has hereunder set her hands and seals the day and year first above written.


CYNTHIA MILLIKEN KAWACHIKA, Wife

WITNESSES FOR WIFE:

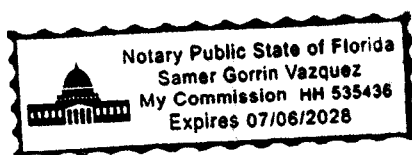
Witness Signature: 
Witness Printed Name: Carlos Ruiz Jerez
Address: 300 Bayview Dr Apt 1212
Swany Isles Beach, FL 33160


Witness Signature: 
Witness Printed Name: Gamin Gorrin Vazquez
Address: 12025 NE 8th Ave Apt 1
Biscayne Park, FL 33161

STATE OF FLORIDA
COUNTY OF Miami-Dade

BEFORE ME, the undersigned authority, personally appeared CYNTHIA MILLIKEN KAWACHIKA, who is personally known to me or who has produced Florida DL as identification, and after being first duly sworn, states that she is the Petitioner in the foregoing Agreement and has personal knowledge of the facts and matters set forth and alleged therein; that each of these facts and matters are true and correct to the best of her knowledge, information and belief.

WITNESS MY hand and official seal in the State and County aforesaid on this 23rd day of December, 2024.




NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Gamin Gorrin Vazquez
My Commission Expires: 07/06/2028
Commission No.: HH 535436


C.M.K.


J.J.K.

IN WITNESS WHEREOF, the Husband hereto has hereunder set his hands and seals the day and year first above written.

Jon J. Kawachika
JON J. KAWACHIKA, Husband

WITNESSES FOR HUSBAND:

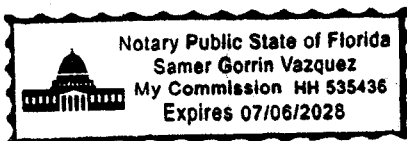
Witness Signature: [Signature]
Witness Printed Name: Carlos Ruiz Jr.
Address: 300 Bay View Dr. Apt 210
Crissy Isles Beach, FL 33160

Witness Signature: [Signature]
Witness Printed Name: Samer Gorin Vazquez
Address: 12025 NE 85th Ave Apt 1
Biscayne Park, FL 33161

STATE OF FLORIDA
COUNTY OF Miami-Dade

BEFORE ME, the undersigned authority, personally appeared JON J. KAWACHIKA, who is personally known to me or who has produced Florida DL as identification, and after being first duly sworn, states that she is the Petitioner in the foregoing Agreement and has personal knowledge of the facts and matters set forth and alleged therein; that each of these facts and matters are true and correct to the best of her knowledge, information and belief.

WITNESS MY hand and official seal in the State and County aforesaid on this 26th day of December, 2024.



[Signature]
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Samer Gorin Vazquez
My Commission Expires: 07/06/2028
Commission No.: HH 535436

[Signature]
C.M.K.

[Signature]
J.J.K.