IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR LAKE COUNTY, FLORIDA

IN RE: The Marriage of: Case No.: 2021-DR-
DANIEL R. HERMAN,
Petitioner/Husband,
and

SALLY J. HERMAN,
Respondent/Wife.
_____/

COMPLETE MARITAL SETTLEMENT AGREEMENT

THIS Complete Marital Settlement Agreement ("Agreement") is made and entered into this ___ day of _____ 2021, by and between DANIEL R. HERMAN, hereinafter referred to as "Husband," and SALLY J. HERMAN, hereinafter referred to as "Wife."

I. Marital Settlement Agreement

W I T N E S S E T H

WHEREAS, the parties hereto are Husband and Wife, having been married to each other on November 21, 2009, in Spring Hill, Hernando County, Florida;

WHEREAS, various disputes, difficulties and irreconcilable differences have arisen between the parties; and

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

WHEREAS, as a consequence of the aforementioned disputes, difficulties, and irreconcilable differences, and because of the Husband's and Wife's inability to live together in a marital relationship, the parties agree that their marriage is irretrievably broken and desire to enter into this Agreement;

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

1. **ANSWER, WAIVER AND CONSENT**: Both parties consent to the entry of a Final Judgment incorporating this Complete Marital Settlement Agreement and waive final hearing in this matter and appearance thereof.

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2. **SEPARATION.** The parties shall live separate and apart from each other at the place of his or her own choosing, as set out herein. The parties shall live free from interference, authority, and control, direct or indirect, by the other party as fully as if he or she were unmarried. The parties shall not harass or annoy one another, nor shall they interfere in any way with the private, personal, social, or business activities and affairs of the other party.

3. **EQUITABLE DISTRIBUTION OF ASSETS AND LIABILITIES.** The parties stipulate to one another that the marital assets and liabilities shall be divided as follows:

A. **Personal Property and Effects**: 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.

B. **Vehicles and Auto Loans**: The **2015 Honda Civic** vehicle 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 and return 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. Wife shall have 3 days to execute and return any documents presented to her to facilitate transfer of the vehicle to Husband. 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, and shall further pay the cost of transferring said motor vehicle from the Wife to the Husband, which is understood to involve the normal transfer fee and cost of a new tag and 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.

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The **1997 Ford F-250** vehicle 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. Wife shall have 3 days to execute and return any documents presented to her to facilitate transfer of the vehicle to Husband. 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, and shall further pay the cost of transferring said motor vehicle from the Wife to the Husband, which is understood to involve the normal transfer fee and cost of a new tag and 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.

The **2019 Honda Civic Sedan** vehicle 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. Husband shall have 3 days to execute and return any documents presented to him to facilitate transfer of the vehicle to Wife. Husband shall make all monthly payments until the closing of the refinance of the marital home. At that time, from Wife's portion of the equity outlined herein, Wife shall pay off the remainder of the auto loan. Wife shall make this payment within 30 days of receiving her equity from the home. It is understood that immediately upon the signing of this Agreement the Wife 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, and 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 and the Wife further agrees to

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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.

C. **Retirement, Investment, and Pension Accounts:** Husband has a Wells Fargo IRA ending in #4022, a Wells Fargo IRA #4020, and a Fidelity Marriot Stocks account, which shall remain his sole and separate property and Wife waives all claim to same. Additionally, Husband has a Marriot 401(k) which shall remain his sole and separate property with the exception of a one-time $100,000.00 (ONE HUNDRED THOUSAND DOLLARS) payment to Wife through a Qualified Domestic Relations Order as outlined below. Husband will have and keep any and all other current and any and all future retirement and/or investment accounts as his sole and separate property and Wife hereby waives any interest in same.

1. **Retirement Benefits of Husband under the Marriot 401(k)**

a. **The Plan**: The Husband (for purposes of this section only referred to as the "Participant") is a Participant under the Marriot 401(k) (for purposes of this section only referred to as the "Plan"). For the purpose marital property division, the Wife (for purposes of this section only referred to as the "Alternate Payee") is hereby granted a portion of the Participant's retirement benefits under the Plan as designated below. The Alternate Payee's ownership interest in the specified portion of the Participant's retirement benefits shall be valued on the Valuation Date (the "Valuation Date"), which shall be the date that the QDRO is approved by the plan as a QDRO, or the closest valuation date thereto permitted by the Plan.

b. **Amount of Alternate Payee's Benefits:** Effective as of the Valuation Date, the Alternate Payee shall be assigned a portion of the Participant's retirement benefits in an amount equal to $100,000.00 (ONE HUNDRED THOUSAND DOLLARS) of the Participant's total vested account balance accumulated under the Plan as of the Valuation Date (or the closest valuation date thereto). Further, such total vested account balance shall include all amounts maintained under all of the various investment funds, accounts, and/or subaccounts established on behalf of the Participant. Such total vested account balance shall also include all amounts (including Plan forfeitures, if applicable) contributed to the Plan on behalf of the Participant after the Valuation Date that are attributable to periods prior to such date. In the event that the Participant has any outstanding Plan loans as of the Valuation Date, such loan balances shall first be subtracted from the total account balance before calculating the Alternate Payee's assigned share of the benefits.

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c. **Establishment of Separate Accounts and Crediting of Interest and Investment Earnings or Losses:** The Alternate Payee's portion of the benefits described in sub-section (b) above shall be segregated and separately maintained in an account(s) established on the Alternate Payee's behalf and shall be credited with any passive interest and investment and market income or losses attributable thereon from the Valuation Date, until the date of segregation of the Alternate Payee's assignment from the Participant's account into a separate account. The Alternate Payee's accounts shall be initially established in the same ratio (fund mix percentage) as the Participant's accounts.

d. **Commencement Date and Form of Payment to Alternate Payee:** The Alternate Payee may elect to commence the Alternate Payee's share of benefits awarded in this section as soon as administratively feasible following the date that a qualified domestic relations order ("QDRO") is approved by the Plan Administrator, or at the earliest date permitted under the terms of the Plan, if later. Benefits will be payable to the Alternate Payee in any form or permissible option otherwise available to Plan Participants and Alternate Payees under the terms of the Plan, including, but not limited to, a single lump-sum cash payment if the Plan makes such form of payment available.

e. **Death of Alternate Payee:** In the event of the Alternate Payee's death prior to the Alternate Payee receiving the full amount of benefits called for under this Agreement and under the benefit option chosen by the Alternate Payee, the Alternate Payee's beneficiary(ies), as designated on the appropriate form provided by the Plan Administrator (or in the absence of a valid beneficiary election, the Alternate Payee's estate), shall receive the remainder of any unpaid benefits under the terms of a QDRO, to be entered nunc pro tunc to the date this Agreement, if necessary.

f. **Beneficiary Designation; Death of Participant:** From the execution of this Agreement until the time when a QDRO has been administered against the Participant's account, the Participant shall maintain the Alternate Payee as the Participant's designated beneficiary under the Plan to the extent of the Alternate Payee's award under this Agreement, and shall, upon request, supply the Alternate Payee with evidence that such designation is in place. After a QDRO pursuant to this Agreement has been administered, the Participant may remove the Alternate Payee as a beneficiary under the Plan. In the event that the Participant dies prior to the establishment of separate account(s) in the name of the Alternate Payee, the Alternate Payee shall be treated as the surviving spouse of the Participant for any survivor benefits payable under the Plan to the extent of the full amount of the Alternate Payee's benefits as called for under the terms of this Agreement and the associated QDRO. Should the Participant predecease the Alternate Payee after the new account(s) has/have been established on the Alternate Payee's behalf, the Participant's death shall in no way affect the Alternate Payee's right to the portion of benefits assigned in this section.

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g. **Tax Treatment of Distributions Made to Alternate Payee:** For purposes of Sections 401(a)(1) and 72 of the Internal Revenue Code, the Alternate Payee shall be treated as the distributee of any distributions or payments made to the Alternate Payee under the terms of the QDRO or similar order issued pursuant to this Agreement, and, as such, will be required to pay the appropriate federal, state, and local income taxes and/or penalties on such distribution.

h. **Inadvertent Payment(s) by Plan:** In the event that the Plan Trustee inadvertently pays to the Participant and/or the Alternate Payee any benefits that are assigned to the other party pursuant to the terms of this Agreement, the party receiving such benefits shall immediately return such payments to the Plan administrator.

i. **A QDRO or Similar Order Shall Issue:** In order to effectuate the Valuation provisions of this Agreement regarding the division of the Participant's retirement benefits under the Plan, a QDRO or similar order shall be prepared in accordance with the terms of this Agreement and submitted to the Plan Administrator for processing. Notwithstanding the previous sentence, in the event the Participant predeceases the Alternate Payee prior to the date that a QDRO is officially approved by the Plan Administrator, a QDRO or similar order shall be entered nunc pro tunc to the date of this Agreement.

j. **QDRO or Similar Order Preparation: QDRO or Similar Order Preparation:** The parties hereby agree that Matthew Lundy Law--QDRO Law ("MLL") shall be hired to prepare the QDRO or similar orders in this matter. Husband and Wife shall be equally responsible for the cost of said QDRO preparation and agree to make timely payments as required. If the parties are not satisfied with MLL, the parties may mutually agree to use a different attorney for this matter. Husband shall commence the QDRO preparation within 30 days of this fully executed agreement and shall cooperate timely with all requests made by the attorney hired to prepare the QDRO, to include signing documents, sending documents via email, fax, or mail, and to respond to all inquires from the attorney. Failure to timely cooperate shall be enforceable by the contempt powers of the Court and Wife shall be entitled to all attorney's fees and costs if Court involvement is necessary.

k. **Continued Jurisdiction:** The Court shall retain jurisdiction to enter a QDRO or similar order for enforcement of this provision, and to amend such order to satisfy the terms of the Plan.

Wife does not currently have any retirement and/or investment accounts Wife will have and keep any and all future retirement and/or investment accounts as her sole and separate property. Husband hereby waives any interest in same.

D. **Credit Cards**: Husband will have and keep any and all credit card account(s) in his name and will be solely responsible for any and all liabilities associated with said credit card

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account(s), including, but limited to, the American Express and Mastercard. Husband will indemnify and hold Wife harmless for any liabilities associated with his credit card account(s). If Wife is an authorized user on any of Husband's credit card accounts, Husband may remove Wife immediately. Wife shall cooperate with same as needed. Wife shall destroy any and all credit cards associated with Husband's credit card accounts and agrees that she shall not incur any debt on the card from the date of this fully executed Agreement.

Wife will have and keep any and all credit card account(s) in her name and will be solely responsible for any and all liabilities associated with said credit card account(s), including, but not limited to, the American Express credit card. Wife will indemnify and hold Husband harmless for any liabilities associated with her credit card account(s). If Husband is an authorized user on any of Wife's credit card accounts, Wife may remove Husband immediately. Husband shall cooperate with same as needed. Husband shall destroy any and all credit cards associated with Wife's credit card accounts and agrees that he shall not incur any debt on the card from the date of this fully executed Agreement.

E. **Bank Account(s):** The parties have joint SunTrust accounts (a checking, a savings, and a money market account). These accounts shall be split equally and closed (or otherwise one party's name removed) and shall be valued as of the date of this fully executed Agreement. If either party withdraws or otherwise decreases the value of the account after the date of this fully executed Agreement, that decrease shall be considered part of that party's one-half entitlement. Both parties shall timely cooperate with facilitating the closing of the accounts and/or the name removal, to include meeting at the bank, if necessary.

Thereafter, Husband will have and keep any and all other current and any and all future bank accounts as his sole and separate property and Wife hereby waives any interest in the bank accounts of Husband.

Wife has a SunTrust checking account titled in her separate name. Wife will have and keep any and all other current and any and all future bank accounts as her sole and separate property and Husband hereby waives any interest in the bank accounts of Wife.

F. **Real Property:** As of the date of this fully executed Agreement, Husband shall have exclusive use and possession and have sole and complete ownership of the marital home located at: **11550 Mattioda Road, Groveland, Florida 34736.** Wife shall only enter the property at the express written consent of Husband.

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Husband shall have 6 months from the date of this fully executed Agreement to refinance the home or otherwise remove the Wife's name from all encumbrances on the home. Wife shall timely cooperate with the refinance process, including signing and returning all requested documents within 24 hours of receiving same. If he does not do so, the home shall be listed for sale immediately at a sales price reasonably calculated to effectuate a sale in a reasonably timely manner. Simultaneously with the refinance, Husband shall have a Quit Claim Deed prepared and present it to Wife for the Wife's signature. Wife shall have 24 hours to execute and return said Quit Claim Deed. The Deed shall be recorded after the entry of the Final Judgment in this matter.

As of the date of this fully executed Agreement, Husband agrees to be responsible for all mortgage payments (including the HELOC 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. Husband agrees to hold Wife harmless in regard to all financial and legal obligations involving said property, and if Wife does incur any costs or expenses in regard to the same, Husband shall reimburse her for said costs and expenses, including attorney's fees and court costs. Wife agrees to transfer to 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. Wife will not be responsible for any shortage, nor does she have any claim to any excess in the accounts. Wife further agrees to deliver to 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. Wife warrants and guarantees to 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 Husband, and she further agrees that she shall not now or in the future cause said property to be further encumbered.

In consideration for the equitable distribution of the marital home, the Husband shall pay the Wife the sum of $225,000.00. This amount shall be paid out by the lender directly to Wife at the closing of the refinance of the marital home, and if not possible, then Husband must initiate the transfer of the funds to Wife within 24 hours of Husband receiving same. Both parties are individually responsible for any tax consequences associated with the refinance of the home. Wife

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shall use this pay-out to pay off the remainder of her auto loan as stated herein. The auto loan must be paid in full within 30 days of receiving her distribution from the marital home.

If Husband is unable to refinance the home in the time frames set above, Wife may force the sale of the home and the home shall be listed for sale immediately at a sales price reasonably calculated to effectuate a sale in a reasonably timely manner. Husband and Wife shall reasonably cooperate to pick a realtor and then the parties agree to follow that realtor's advice including list pricing, modifications/upgrades to the martial home, change in price, etc. to effectuate the sale of the home in a timely manner. If the parties cannot pick a realtor, then Wife shall submit three names to Husband within five (5) days of his request for same. Husband shall then pick from one of the three names within five (5) days of receiving the names from Wife. At any time, the parties may mutually agree to change realtors but only upon the agreement of both parties. After the parties have picked a realtor, the home shall be listed within thirty (30) days, unless the parties agree otherwise. The parties shall equally divide the equity from the home sale after equally deducting closing costs and any other fees required to sell the home, including maintenance, repairs, and upgrades. If the Husband is delinquent on the mortgage so that it adversely affects the Wife's credit, then the Wife shall have the right to require the Husband to immediately list the home for sale as described herein above.

NO TITLE EXAMINATION: 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.

G. **Misc.:** The marital home retains certain large assets, including but not limited to, cattle, a livestock trailer, and a large tractor, among others. These items shall remain with the marital home and Husband shall have complete possession and ownership of same. Wife forever waives any interest in these assets that have remained with the home. The Wife shall execute all those papers, including certificate of title, necessary to transfer the complete ownership of said assets to the Husband immediately after the execution of this Agreement or as soon thereafter as is possible, if applicable. Wife shall have 3 days to execute and return any documents presented to her to facilitate transfer of asset(s) to Husband. It is understood that immediately upon the signing of this Agreement the Husband shall be liable for the indebtedness and payments now being made

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on said asset(s) and shall be responsible for all insurance, maintenance, upkeep, and repairs, and for all legal liability or responsibility associated with said asset(s). Specifically, the trailer tag and title will be transferred to Husband's sole name and Husband is responsible for all fees and costs associated with same.

Additionally, the Seco and Dish accounts will be transferred to Husband's name. Both parties agree to timely cooperate with this transfer. Husband has been paying for these accounts since Wife vacated the home and Husband shall remain liable for the payments on these accounts hereafter.

H. **Equitable Distribution.** In consideration for this Agreement, Husband has previously remitted $25,000.00 (TWENTY-FIVE THOUSAND DOLLARS) to Wife. Husband and Wife agree there shall not be any further exchange of consideration unless specifically outlined herein. Each party is independently liable for any tax consequences associated with this financial exchange.

I. **Further Assets or Debts:**

6. **FUTURE DEBTS:** Both of the parties understand and agree that they shall not, from the date of the Petition for Dissolution of Marriage, incur any debts or obligations for either of them, or any other person, for which the other may be in any way liable, except as herein provided, and both parties agree to hold the other party harmless from any such debt or obligation, and further agree to indemnify the other from any costs or expenses, including attorney's fees and costs, they might incur in the future involving said liability.

7. **ALIMONY.** The parties agree that no alimony shall be paid between the parties and each party forever waives his or her claim of right to any form of alimony from the other. 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 (or understands his or her right to seek advice from 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

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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.

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.

8. **ATTORNEYS' FEES AND COSTS.** Each party shall bear their own attorney's fees and costs. The parties further agree that the prevailing 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 prevailing party shall be entitled to recover as a result of either party failing to comply with the provisions of this Agreement.

9. **MUTUAL RELEASE.** Except as contained in this Agreement, each of the parties hereto releases any and every estate, right, title, and interest which he or she has, or may hereafter claim to have, by reason of the marital relationship, and further releases any and all property of whatsoever kind or character, real, personal, or mixed, and wheresoever situate, now owned or hereafter acquired by the other party hereto unless such claims or rights were intentionally concealed and not reasonably discoverable in this dissolution proceeding. Except as contained herein, each party renounces any and every claim of whatsoever character which he or she now has, or may hereafter claim to have, arising out of, or resulting from the marital relationship up through the time of the execution of this Agreement, upon or against the other party hereto, including but not limited to claims of negligent or intentional torts, or upon or against the property of whatsoever character, real, personal, or mixed, and wheresoever situate, now owned or hereafter acquired unless such claims of rights were intentionally concealed and not reasonably discoverable in a dissolution proceeding. Except as otherwise contained in the provisions of this Agreement, each of the parties to this Agreement hereby releases and discharges the other from any and every obligation, liability, or responsibility of whatsoever character, arising out of, or resulting from the

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marital relationship up through the time of the execution of this Agreement, now or hereafter imposed upon and incurred by the other party, including but not limited to their respective pension, profit sharing, deferred compensation or 401(k) plans, stock options, contractual employment rights or benefits or any and all other prerequisites or executive benefits incident to their respective employment, professional practice or business. Except as otherwise contained in the provisions of this Agreement, each of the parties further releases the other and renounces any and every right under and by virtue of the laws of intestacy or elective share or augmented elective share or the laws of any state or country, to administer the estate of the other party hereto or to participate in the administration or distribution thereof.

Except as otherwise contained in the provisions of this Agreement, each party waives, disclaims, and renounces any ownership interest, beneficial interest, or designation as a beneficiary under any policy of life insurance or any separate contract, annuity, pension plan, retirement plan, or any other arrangement whereby death benefits would ordinarily be paid to that party, or his or her estate, by reason of the natural or accidental death of the other party to this Agreement. Except as otherwise provided in this Agreement, each party releases the other from all claims or demands up to the date of execution of this Agreement and each party waives, releases, and relinquishes all rights that he or she may now have or may hereafter acquire 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 the elective share or augmented elective share;

C. to share the other party's estate; and

D. to act as an executor or administrator of the other party's estate.

10. **INTERPRETATION OF AGREEMENT.** No provision in this Agreement shall be interpreted for or against either party because that party or that party's attorney drafted such provision.

11. **RECONCILIATION, COHABITATION, OR REMARRIAGE WITH EACH OTHER.** The Husband and Wife agree that future cohabitation, reconciliation, resumption of sexual relations, or remarriage with each other after the date of execution of this Agreement or entry of Final Judgment shall in no way act to void, either in whole or in part, any provision of this Agreement, nor to act as modification of the same, nor to cause either party to be in a position

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where a defense of the non-exercise of any right, privilege or duty hereunder shall constitute a defense to any subsequent action for enforcement, modification, or any type of legal proceeding or action.

12. **SUBSEQUENT DIVORCE.** In connection with the dissolution of marriage, it is agreed by the parties that this Agreement may be offered in evidence by either party in the action for dissolution of marriage and if acceptable to the Court, the terms of this Agreement shall be incorporated by reference in the judgment that may be rendered in this action for dissolution of marriage.

13. **FINANCIAL DISCLOSURE.** Each of the parties understands his or her respective right to full financial disclosure, however, the parties further represent and state to each other, that each has been truthful as to his or her financial condition and are well aware of the financial condition of the other, and as such, have agreed to waive formal discovery in this matter and the exchange of mandatory disclosure documents as set out in *Florida Family Law Rule of Procedure* § 12.285.

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

15. **WAIVER OR MODIFICATION.** The Husband and Wife agree that any failure of the Husband and/or Wife to insist upon the strict performance of any of the provisions of this Agreement shall not be construed as waiving his or her right to enforce the terms and conditions contained herein and the parties hereto further agree that no modification or waiver of the terms of this Agreement shall be valid unless made in writing, signed by both parties, and properly witnessed and notarized. No waiver or any breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

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

17. **REPRESENTATIONS OF THE PARTIES**. Each party represents that he or she is of sound mind and is healthy.

The Husband represents and states to the Wife that he has sought and obtained independent legal counsel and advice in the preparation and effect of this Agreement, and that he fully understands the effects, has been fully informed by Allison E.M. Budnik, Esq. of Winter Garden Family Law Firm, P.A., his attorney, as to his legal rights and obligations under this Agreement,

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and understands both the legal effects of this Agreement and is legal rights and obligations under this Agreement.

Wife represents and states to Husband that she understands her right to seek independent counsel and she has either sought and obtained independent legal counsel and advice in the preparation and effect of this Agreement, or she has expressly and voluntarily waived that right. Wife expressly states that she fully understands the effects as to her legal rights and obligations under this Agreement and understands both the legal effects of this Agreement and her legal rights and obligations under this Agreement, whether she has obtained legal counsel or waived his right to do so.

18. **NECESSARY DOCUMENTS.** Each of the parties hereto shall in good faith execute and deliver to the other party any documents which may be reasonably required to carry out and accomplish the intention of this Agreement and each of the parties shall in good faith do all other necessary things to accomplish that end.

19. **COPIES TO BE CONSIDERED AS ORIGINALS.** Every executed copy of this Agreement shall be considered to be an original thereof.

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

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

22. **FURTHER REPRESENTATIONS.** There are no warranties or representations other than as set forth in this Agreement.

23. **RESTORATION OF MAIDEN NAME.** Wife is not seeking a restoration of a maiden name.

24. **TAX CONSIDERATIONS.** 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

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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.

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, if applicable, 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.

Except as otherwise provided herein, 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.

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.

25. **BENEFICIARY DESIGNATIONS.** 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 signing of this Agreement. 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

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beneficiary designation if necessary to ensure that such assets go to the person or persons to whom the owning party desires.

26. **BINDING.** 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.

27. **SOCIAL SECURITY.** Nothing contained in this Agreement is intended to waive either of the parties' right to be allowed to receive Social Security benefits from the other party if they should otherwise be eligible.

28. **HEALTH CARE AND MEDICAL INSURANCE.** Husband agrees that he shall be responsible for his own future medical, hospitalization, doctor, dental, prescription drugs, and all other similar expenses from the date of this signed Agreement 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.

Wife agrees that she shall be responsible for her own future medical, hospitalization, doctor, dental, prescription drugs, and all other similar expenses from the date of this signed Agreement 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 Marriage.

29. **ENTIRE AGREEMENT.** 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. 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.

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IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR LAKE COUNTY, FLORIDA

IN RE: The Marriage of:
DANIEL R. HERMAN,
Petitioner/Husband,
and

SALLY JAN HERMAN,
Respondent/Wife.

Case No.: 2021-DR-1707

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE having come before the Court upon the Petition for Dissolution of Marriage filed by Petitioner/Husband, DANIEL R. HERMAN (hereafter "Petitioner," or "Husband"), and the Court being otherwise duly advised in the premises, makes the following findings of fact and rulings of law:

A. This Court has jurisdiction over the subject matter and the parties, and venue is proper in Lake County, Florida as that is the county in which the parties last lived in an intact marriage.

B. Petitioner/Husband has been a bona fide resident of Florida for more than six (6) months before commencement of this action.

C. The parties were married on November 21, 2009, in Spring Hill, Hernando County, Florida.

D. There are no minor children common to both parties and none are expected. Respondent/Wife is not pregnant.

E. The parties entered into a Complete Marital Settlement Agreement on July 13, 2021 (hereafter "Agreement"). The Agreement resolves all issues arising out of the parties' marriage. The Court finds that the Agreement was entered into freely and voluntarily by both parties after financial disclosure or a waiver of same. *A true and correct copy of the Agreement has been previously filed with the Court on July 13, 2021.*

F. The Court finds that the parties have the present ability to pay support as agreed to in the Agreement.

G. The marriage between the parties is irretrievably broken and counseling would not likely lead to reconciliation.

H. Respondent/Wife is not seeking a restoration of her maiden name.

IT IS THEREFORE ORDERED AND ADJUDGED THAT:

1. **Dissolution.** The bonds of marriage between the Husband, DANIEL R. HERMAN, and the Wife, SALLY JAN HERMAN, are dissolved as the marriage is irretrievably broken, and the parties are hereby restored to the status of being single.

2. **Agreement.** The Complete Marital Settlement Agreement (hereafter "Agreement") entered into by the parties on July 13, 2021, is hereby APPROVED, RATIFIED, CONFIRMED, and ADOPTED by the Court. A true and correct copy of the Agreement has been previously filed with the Court on July 13, 2021. The parties are ORDERED to comply with the terms of said Agreement as if fully set forth, verbatim, in this Final Judgment. To the extent any term or provision of the Agreement has not been reiterated in this Final Judgment, such terms shall nevertheless be incorporated by reference.

3. **Assets and Debts.** All assets and debts, including real property, shall be divided as outlined in the Agreement, as incorporated by reference into this Final Judgment.

4. **Reservation of Jurisdiction.** The Court reserves jurisdiction of this cause for the purpose of entering such other and further orders as may be necessary or appropriate for the purpose of carrying into effect and enforcing the terms and provisions of this Final Judgment.

DONE AND ORDERED in chambers in Tavares, Lake County, Florida on this 31st day of August, 2021.

Michael G. Takac
Circuit Court Judge

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was provided electronically to the following individuals on this 31st day of August, 2021:

Allison E.M. Budnik, Esq.
Attorney for Petitioner/Husband
Winter Garden Family Law Firm
161 South Boyd Street, Suite 100
Winter Garden, FL 34787

Sally Herman
Respondent/Wife
P.O. Box 784615
Winter Garden, FL 34787
Sallyherm120@gmail.com

S Sutton
Judicial Assistant