

IN THE CIRCUIT COURT OF THE
NINETEENTH JUDICIAL CIRCUIT, IN AND
FOR MARTIN COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

IVY BROWN,

FAMILY DIVISION

Petitioner/Wife,

Case No.: 2019-000228-DR

and

FRANK BROWN,

Respondent/Husband.

_____ /

FINAL JUDGMENT ON DISSOLUTION OF MARRIAGE

THIS CAUSE came before the court in Chambers. After reviewing the court file and being otherwise duly advised in the premises, the Court hereby makes the following findings of fact and conclusion of law:

1. The Court has jurisdiction over the subject matter and the parties.
2. The parties to this action were married on May 8, 1993.
3. The parties were residents of the State of Florida for at least the six-month period immediately before the filing of the Petition for Dissolution of Marriage.
4. The marriage between the parties is irretrievably broken.
5. There are no minor children. Wife is not currently pregnant, and no further children are anticipated.
6. The parties entered into a Marital Settlement Agreement with an effective date of July 27, 2022, which is attached hereto and incorporated herein as **Exhibit "A"** which fully resolves all of the parties' rights and responsibilities and issues between them.

ORDERED AND ADJUDGED as follows:

1. The marriage between the parties is hereby dissolved and each is restored to single status.

2. The parties' Marital Settlement Agreement with an effective date of July 27, 2022 is hereby ratified and made part of this Final Judgment and the parties are ordered to comply with it. However, notwithstanding incorporation in the Final Judgment, this Agreement shall not be merged in it, but shall survive the judgment and shall be binding on the parties for all time.

3. The Court retains jurisdiction in the matter for purposes of enforcement and modification of the terms and conditions contained in the parties' Marital Settlement Agreement, and the terms and conditions of this Final Judgment of Dissolution of Marriage, for such other and further purposes as may be necessary and proper.

DONE and ORDERED in chambers at Stuart, Florida, this 18th day of August, 2022.



THE HONORABLE BRETT WARONICKI
Circuit Court Judge

Copies furnished to:

Charles Thompson, Esquire, Bruce Law Firm, P.A., 1601 Forum Place, Suite 1101, West Palm Beach, Florida 33401 (eservice@brucepa.com); and

Leanne L. Ohle, Esquire, 32 S.E. Ocean Blvd., Stuart, Florida 34994 (lohlelaw@gmail.com).

EXHIBIT “A”

**IN THE CIRCUIT COURT OF THE 19th JUDICIAL CIRCUIT
IN AND FOR MARTIN COUNTY, FLORIDA**

IN RE: THE MARRIAGE OF:

IVY BROWN,

FAMILY DIVISION

Petitioner/Wife,

CASE NO.: 19-228-DR

vs.

FRANK BROWN,

Respondent/Husband.

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into between **IVY BROWN**, hereinafter the "Wife/Petitioner" and **FRANK BROWN**, hereinafter the "Husband/Respondent".

WITNESSETH

WHEREAS, the parties were married to one another on May 8, 1993; and

WHEREAS, the parties have no minor children, and none are expected; and

WHEREAS, that, as a result of certain unhappy and irreconcilable differences and difficulties that have arisen between the parties, they agree their marriage is irretrievably broken and they desire to live separate and apart from each other; and

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

WHEREAS, each party has read this Agreement and understands its terms and consequences, and each party believes that this Agreement is fair, just, and reasonable; and



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

NOW, THEREFORE, in consideration of the promises, the mutual covenants, conditions, provisions, undertakings and releases herein contained and for other good and valuable considerations, the parties hereby mutually covenant and agree with each other as follows:

I.

REPRESENTATIONS

The parties represent to each other the following:

A. **LEGAL COUNSEL**: Each party understands that they have had the opportunity to seek their own legal advice by counsel of his or her own selection in the negotiation of this Agreement. Husband has been represented by Rebecca A. Hertz, Esquire of Bruce Law Firm, P.A. and Wife has been represented by Leanne Ohle, Esquire of Ohle and Ohle.

B. **VOLUNTARY EXECUTION**: The parties having been fully, separately and independently apprised and advised of their respective legal rights, remedies, privileges and obligations, arising out of the marriage relationship, and each having, in addition thereto, made independent inquiry and investigation with respect to all of the same, and each party understanding the facts and circumstances, and each party acknowledging that this Agreement is fair, just, adequate and reasonable and in their best interest, and that it is not the result of any fraud, duress or undue influence exercised by either party upon the other or by any other person or persons upon the other, the parties hereby sign this Agreement freely and voluntarily, and intending to be bound by it.



C. **DISCLOSURE AND ACCEPTANCE:** Each party is satisfied with the financial disclosure made by the other, and each has had full and ample opportunity to review the other's finances. Each party has had the opportunity to engage in extensive discovery.

The parties acknowledge the cost of discovery, valuation and continued litigation and waive any further disclosure of all assets and liabilities prior to the execution of this Agreement.

Notwithstanding the foregoing, the parties agree to exchange supplemental discovery through the date of entry of the Final Judgment of Dissolution of Marriage.

D. **ENTIRE AGREEMENT:** Each party understands and agrees that this Agreement constitutes the entire contract of the parties. There have been and there are no representations, warranties, covenants, promises or understandings other than those expressly set forth herein. Each party further represents that he/she has been fully informed of his/her legal rights and obligations, or has had the opportunity to do so, with respect to the subject matter of this Agreement, carefully read this Agreement and understands its provisions and believes that it is a fair Agreement and is not the result of any fraud, duress, overreaching, coercion, or undue influence exercised by either party upon the other or by any other person or persons upon either; and agrees that at no time will either party raise any defense that any terms of this Agreement are unlawful, unenforceable, unconscionable, or against the public policy of Florida or any other state or jurisdiction.

E. **FREEDOM FROM INTERFERENCE:** The parties hereto agree that neither party shall in any way molest, disturb, harass, annoy or trouble the other or interfere with the peace, comfort, life, business or personal affairs of the other and that each party may conduct, carry on and engage in any employment, business, trade, activity, endeavor or profession, or carry on his or her personal affairs in such manner as he or she shall deem advisable for



his or her sole or separate use and benefit, free from any control, restraint or interference, direct or indirect, by the other party, in all respects as if each were unmarried.

F. **EFFECTIVE DATE:** The "effective date" of this Agreement shall be deemed to be the day that this Agreement is signed by both parties, or in the case of the parties signing this Agreement on different days, the date of the last signature of a party to this Agreement.

II.

DISTRIBUTION OF ASSETS AND LIABILITIES

A. **EQUITABLE DISTRIBUTION:** Equitable distribution shall be in accordance with the provisions below. The Husband shall receive sole and exclusive ownership of those assets and sole and exclusive responsibility for those liabilities designated to him. The Wife shall receive sole and exclusive ownership of those assets and sole and exclusive responsibility for those liabilities designated to her.

Except as otherwise stated herein to the contrary, the parties agree they will each retain the assets and liabilities titled in their name only or jointly with any other person (besides the other party), including bank accounts, credit card debts, money market accounts, retirement accounts (including employer sponsored plans), real property, personal property, intellectual property, debt owed on real property, motor vehicles and any other asset or liability.

1. **Wife's Accounts:**

So there is no confusion, amongst other accounts, Wife shall retain the following financial accounts except for as specifically set forth herein:

A) Wife's Schwab account ending in #651.

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B) Wife's Schwab brokerage account ending in #710: The parties shall equally divide the account 60 days after the Final Judgment is entered. The account had a value of \$73,167 as of October 18, 2021.

The parties agree that the division of all of the Schwab accounts, except, the Wife's individual Schwab account ending in #651, shall be 50% Husband and 50% Wife based on the balance in each account on the day of the transfer of each of the accounts, and that each party shall thereafter retain title to his or her separate accounts, free from any interference or claim by the other party with respect to such accounts.

Notwithstanding the above paragraph, unless otherwise specified, the parties agree that the division of the accounts pursuant to this section shall be done in a manner that leaves each party with the same cost basis in all of the assets, including securities, that are contained or held through the accounts to be divided as of the date the accounts are divided. More specifically, each individual security is to be divided 50% to Husband and 50% to Wife, including all shares of stocks, mutual funds and cash.

If same cannot be accomplished, and the parties cannot otherwise agree, the particular asset security contained in the account shall be sold and the parties shall divide the sales proceeds with Husband receiving 50% of the proceeds and Wife receiving 50% of the proceeds. By way of example, assume one of the accounts to be divided pursuant to this section contains stock in a public company acquired by the parties on two different dates and at different prices on each date. Under this Section, the parties would each be entitled to their respective share 50% for Husband and 50% for Wife of both the stock acquired on the first acquisition date and the stock acquired on the second acquisition date. If for some reason the parties could not divide the assets in said manner or otherwise agree to an acceptable solution, all of the stock of the company would be sold and

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Husband would receive 50% of the net proceeds of said sale and Wife would receive 50% of the net proceeds of said sale.

C) Wife's Wells Fargo checking ending in #530 shall be split 45 days after the Final Judgment is entered: This account includes \$7,000.00 which the Wife inherited. The Wife will receive the \$7,000.00, thereafter the parties shall equally divide the balance of the account, which had a value of \$44,354 as of October 18, 2021.

D) Wife's Schwab bank account ending in #657: This account had a value of \$0 as of October 18, 2021.

2. **Wife's Debts:**

So there is no confusion, amongst other debts/liabilities, Wife shall be responsible for the following debts/liabilities:

A) Wife's Capital One credit card ending in #133

3. **Husband's Accounts:**

So there is no confusion, amongst other accounts, Husband shall retain the following financial accounts, except for as specifically set forth herein:

A) Husband's Schwab investment account ending in #517

B) Schwab SIP investment account ending in #154

C) Husband's Wells Fargo checking ending in #910: 45 days after the Final Judgment is entered the parties shall equally divide the account, which had a value of \$2,702 as of October 18, 2021.



4. Husband's Debts:

So there is no confusion, amongst other debts/liabilities, Husband shall be responsible for the following debts/liabilities:

- A) Husband's Capital One credit card ending in 886

5. Joint Accounts:

As it relates to the parties' joint accounts, they shall be divided as follows within 60 days after the Final Judgment:

- A) Schwab joint brokerage account ending in # 330: This account includes \$9,102.72 of Husband's premarital monies (\$3,006.32 transferred from Husband's Invesco Funds Group #749624-1 and \$6,096.40 transferred from Husband's Twentieth Century Mutual Funds #220005003110). The Husband will receive the \$9,102.72, thereafter the parties shall equally divide the balance of the account, which had a value of \$604,330 as of October 18, 2021. This account will then be closed.

The parties agree that the division of the accounts to be divided pursuant to this section shall be 50% Husband and 50% Wife based on the balance in each account on the day of the transfer of each of the accounts, after the Husband receives \$9,102.72, and that each party shall thereafter retain title to his or her separate accounts, free from any interference or claim by the other party with respect to such accounts.

Notwithstanding the above paragraph, unless otherwise specified, the parties agree that the division of the accounts pursuant to this section shall be done in a manner that leaves each party with the same cost basis in all of the assets, including securities, that are contained or held through the accounts to be divided as of the date the accounts are divided. More specifically, each individual security is to be divided 50% to Husband and 50% to Wife, including all shares of stocks, mutual funds and cash remaining after transfer


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of \$9,102.72 to Husband as described above.

If same cannot be accomplished, and the parties cannot otherwise agree, the particular asset security contained in the account shall be sold and the parties shall divide the sales proceeds with Husband receiving 50% of the proceeds and Wife receiving 50% of the proceeds. By way of example, assume one of the accounts to be divided pursuant to this section contains stock in a public company acquired by the parties on two different dates and at a different price on each date. Under this Section, the parties would each be entitled to their respective share 50% for Husband and 50% for Wife of both the stock acquired on the first acquisition date and the stock acquired on the second acquisition date. If for some reason the parties could not divide the assets in said manner or otherwise agree to an acceptable solution, all of the stock of the company would be sold and Husband would receive 50% of the net proceeds of said sale and Wife would receive 50% of the net proceeds of said sale, after the Husband receives \$9,102.72.

B) Schwab joint brokerage account ending in #229: This account had a value of \$0 as of October 18, 2021. This account will be closed.

The parties agree that the division of the accounts to be divided pursuant to this section shall be 50% Husband and 50% Wife based on the balance in each account on the day of the transfer of each of the accounts, and that each party shall thereafter retain title to his or her separate accounts, free from any interference or claim by the other party with respect to such accounts.

Notwithstanding the above paragraph, unless otherwise specified, the parties agree that the division of the accounts pursuant to this section shall be done in a manner that leaves each party with the same cost basis in all of the assets, including securities, that are contained or held through the accounts to be divided as of the date the accounts are divided. More specifically, each individual security is to be divided 50% to Husband and 50% to Wife, including all shares of stocks, mutual funds and cash.


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If same cannot be accomplished, and the parties cannot otherwise agree, the particular asset security contained in the account shall be sold and the parties shall divide the sales proceeds with Husband receiving 50% of the proceeds and Wife receiving 50% of the proceeds. By way of example, assume one of the accounts to be divided pursuant to this section contains stock in a public company acquired by the parties on two different dates and at a different price on each date. Under this Section, the parties would each be entitled to their respective share 50% for Husband and 50% for Wife of both the stock acquired on the first acquisition date and the stock acquired on the second acquisition date. If for some reason the parties could not divide the assets in said manner or otherwise agree to an acceptable solution, all of the stock of the company would be sold and Husband would receive 50% the net proceeds of said sale and Wife would receive 50% of the net proceeds of said sale.

C) Wells Fargo joint checking ending in #005: The parties shall equally divide the account, which had a value of \$5,515 as of October 18, 2021. This account will then be closed.

D) Wells Fargo joint savings ending in #333: The parties shall equally divide the account, which had a value of \$2,333 as of October 18, 2021. This account will then be closed.

E) Schwab joint bank account ending in #125: The parties shall equally divide the account, which had a value of \$21,015 as of October 18, 2021. This account will then be closed.

6. **Tax Deferred Retirement Accounts:** Unless otherwise stated herein, each party shall retain all tax deferred retirement accounts titled in their name only. The division of accounts pursuant to this section shall be done in a manner that leaves each party with equal shares of all securities and cash.

A) Husband's Schwab IRA ending in #142: As it relates to Schwab IRA ending in 142, which had a value of \$348,514 as of October 18, 2021, Wife shall receive 50% from Husband's Schwab IRA ending in #142 through a transaction that is not taxable to Husband or Wife (meaning Husband's


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interest and contributions in the account will be transferred to Wife without there being a distribution from the account that would trigger a taxable event) and both parties shall sign all documents required by the account custodians or financial institutions to allow Husband's interest and contributions in the account to be transferred to Wife as set forth above. Husband shall make the aforesaid transfer to the Wife within 45 days after the entry of the Final Judgment. In the event that the financial institution requires a Qualified Domestic Relations Order ("QDRO") or similar Order to facilitate said transfer than the parties shall hire Matthew Lundy, Esquire to prepare the QDRO and equally divide the cost of Mr. Lundy's services. The parties shall fill out any necessary and required information needed to retain Mr. Lundy within 45 days after the entry of the Final Judgment.

B) Husband's Schwab IRA ending in #648: As it relates to Schwab IRA ending in 648, which had a value of \$433,177 as of October 18, 2021, Wife shall receive 50% from Husband's Schwab IRA ending in #648 through a transaction that is not taxable to Husband or Wife (meaning Husband's interest and contributions in the account will be transferred to Wife without there being a distribution from the account that would trigger a taxable event) and both parties shall sign all documents required by the account custodians or financial institutions to allow Husband's interest and contributions in the account to be transferred to Wife as set forth above. Husband shall make the aforesaid transfer to wife within 45 days of the entry of the final judgment. In the event that the financial institution requires a Qualified Domestic Relations Order ("QDRO") or similar Order to facilitate said transfer than the parties shall hire Matthew Lundy, Esquire to prepare the QDRO and equally divide the cost of Mr. Lundy's services. The parties shall fill out any necessary and required information needed to retain Mr. Lundy within 45 days after the entry of the Final Judgment.

C) Husband's Schwab Roth IRA ending in #146: As it relates to Schwab Roth IRA ending in 146, which had a value of \$116,263 as of October 18, 2021, Wife shall receive 50% from Husband's Schwab Roth IRA ending in #146 through a transaction that is not taxable to Husband or Wife



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(meaning Husband's interest and contributions in the account will be transferred to Wife without there being a distribution from the account that would trigger a taxable event) and both parties shall sign all documents required by the account custodians or financial institutions to allow Husband's interest and contributions in the account to be transferred to Wife as set forth above. Husband shall make the aforesaid transfer to Wife within 45 days of the entry of the Final Judgment. In the event that the financial institution requires a Qualified Domestic Relations Order ("QDRO") or similar Order to facilitate said transfer than the parties shall hire Matthew Lundy, Esquire to prepare the QDRO and equally divide the cost of Mr. Lundy's services. The parties shall fill out any necessary and required information needed to retain Mr. Lundy within 45 days of the entry of the Final Judgment.

D) Wife's Schwab Roth IRA ending in #191: As it relates to Schwab Roth IRA ending in 191, which had a value of \$182,621 as of October 18, 2021, Husband shall receive 50% from Wife's Schwab Roth IRA ending in #191 through a transaction that is not taxable to Husband or Wife (meaning Wife's interest and contributions in the account will be transferred to Husband without there being a distribution from the account that would trigger a taxable event) and both parties shall sign all documents required by the account custodians or financial institutions to allow Wife's interest and contributions in the account to be transferred to Husband as set forth above. Wife shall make the aforesaid transfer to the Husband within 45 days of the entry of the Final Judgment. In the event that the financial institution requires a Qualified Domestic Relations Order ("QDRO") or similar Order to facilitate said transfer than the parties shall hire Matthew Lundy, Esquire to prepare the QDRO and equally divide the cost of Mr. Lundy's services. The parties shall fill out any necessary and required information needed to retain Mr. Lundy within 45 days of the entry of the Final Judgment.


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E) Wife's Mission Square (formerly ICMA) 457 Plan: As it relates to Wife's Mission Square (formerly ICMA 457) Plan associated with her social security number, Husband shall receive 50% from Wife's Mission Square (formerly ICMA 457) Plan through a transaction that is not taxable to Wife or Husband (meaning Wife's interest and contributions in the account will be transferred to Husband without there being a distribution from the account that would trigger a taxable event). The transfer shall be accomplished by a Qualified Domestic Relations Order ("QDRO") or similar Order. The parties shall hire Matthew Lundy, Esquire to prepare the QDRO and equally divide the cost of Mr. Lundy's services. The parties shall fill out any necessary and required information needed to retain Mr. Lundy within 30 days of entry of the Final Judgment.

F) As it relates to Wife's pension with Florida Retirement System (FRS), Husband shall receive his designated portion of the pension (including any payments from the pension), which is \$405.00 per month, with adjustment proportionate to the annual pension cost of living adjustment increase, through a Qualified Domestic Relations Order ("QDRO"). The parties shall hire Matthew Lundy, Esquire to prepare the QDRO and equally divide the cost of Mr. Lundy's services. The parties shall fill out any necessary and required information needed to retain Mr. Lundy within 30 days of the entry of the Final Judgment. Upon the death of either party, payment from Wife's FRS pension shall cease with no right to inheritance on the part of the Husband or his estate.

B. MOTOR VEHICLES/VESSELS:

1. The Husband shall retain sole and exclusive use and possession and sole ownership of the following vehicles/vessel: 2018 Ford F350 Pickup; 2018 Keystone Montana 5th wheel; and Portabote 10 Ft folding boat (hereinafter "boat") with 6hp Suzuki outboard (herein after "engine"); (hereinafter, "Husband's Vehicles"). The Wife hereby waives, relinquishes, discharges, and divests herself of any and all claims to, and any and all right, title and interest in Husband's Vehicles. The



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Husband shall indemnify and hold the Wife harmless from any and all liability arising out of the use, operation and control of Husband's Vehicles, including any and all attorney's fees and costs/suit monies either party incurs in connection therewith. Furthermore, Husband shall indemnify and hold Wife harmless from any loan payments, insurance, and other operating expenses associated with Husband's Vehicles.

2. The Wife shall retain sole and exclusive use and possession and sole ownership of the following vehicle: 2005 Honda Element (hereinafter, "Wife's Vehicle"). The Husband hereby waives, relinquishes, discharges, and divests himself of any and all claims to, and any and all right, title and interest in Wife's Vehicle. The Wife shall indemnify and hold the Husband harmless from any and all liability arising out of the use, operation and control of Wife's Vehicles, including any and all attorney's fees and costs/suit monies either party incurs in connection therewith.

3. Within thirty (30) days of the Entry of the Final Judgment of Dissolution of Marriage, parties shall, if applicable, execute any and all papers necessary to: 1) transfer to the other all right, title and interest in said vehicles; and 2) to lawfully remove the other's name from (a) the title, (b) the registration, and (c) all insurance policies on the vehicles herein above identified. On the effective date of this Agreement, and if applicable, each party will surrender and return to the other, any vehicle keys, titles, registrations, manuals and/or other documentation relating to the vehicles they receive under this Agreement which is in his or her possession.

C. PERSONAL PROPERTY:

Except as otherwise stated herein, the parties shall each retain their personal items, clothing, jewelry and precious metals in their possession.

D. EQUALIZATION PAYMENT:



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Husband shall make a direct payment of \$59,063.29 to Wife within sixty (60) days of the date the parties' Wells Fargo and Schwab financial accounts are divided. Within fourteen (14) days from the date of entry of the Final Judgment of Dissolution of Marriage, the parties shall reconcile their spending from the time period of May 9, 2022 (date of last reconciliation) until the date of entry of the Final Judgment of Dissolution of Marriage and shall factor the difference between their spending into this equalization payment to determine a final payment amount. If the parties cannot agree to a number to either add or subtract to the total payment amount Husband shall make to Wife, the payment will remain \$59,063.29.

E. TAXES:

Unless otherwise agreed upon in writing, the parties shall file federal tax returns separate from each other for tax year 2022 and all future tax years.

F. MISCELLANEOUS

1. Except as otherwise specified in this Agreement, each party shall retain all items of personal property, including jewelry, currently in their possession as well as all financial accounts in their name.

2. Except as otherwise specified in this Agreement, each party shall receive any and all benefits existing by reason of his or her past, present, or future employment, including but not limited to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses or disability plan, whether matured or unmatured, secured or unsecured, vested or otherwise together with all increases thereof, the proceeds therefrom and any other rights related thereto.



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3. Except as otherwise provided in this Agreement, each party shall be exclusively responsible for all credit card debt and loans standing in their name alone including all loans from family, if any. Each party will keep their own credit cards.

4. Except as otherwise provided herein, each party represents and warrants to the other that he or she has not incurred any debts nor made any type of contract or credit or other arrangement, of any kind or nature whatsoever, for which the other or the other's estate may now be liable and that he or she will not, in the future, incur any debts nor make any type of contract or credit or other arrangement, of any kind or nature whatsoever, whereby he or she may be entitled to extensions of the credit of the other or arising under such circumstances as would or might permit anyone extending such credit to look to the other for payment.

5. Each party represents and warrants to the other that there are no joint debts and obligations of the parties other than as specified herein. Each party agrees to pay and to hold the other harmless from any and all debts or obligations which are not specifically identified herein and which were incurred by him or her prior to the effective date of this Agreement. Therefore, if any claim, action, or proceeding is hereafter initiated seeking to hold the other party liable on account of such debts or obligations, the offending party will, at his or her sole expense, defend the other party against any such claim, action or proceeding, whether well-founded. Further, the offending party shall: (1) hold the other harmless from all costs and liability arising in connection with or resulting from said debts or obligations; and (2) indemnify the other party against all loss, of every kind and nature whatsoever, arising in connection with or resulting from said debts or obligations, including but not limited to, any and all attorney's fees and costs incurred by the non-offending party should he or she have to defend himself or herself or seek enforcement of this provision against the offending party.


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G. EFFECTUATION OF DIVISION

1. The parties agree that they shall divide their assets, including their bank and brokerage accounts, in accordance with the provisions contained herein.

2. Finally, each party represents that they have the ability to make any transfers of assets/accounts to the other party as required by this Agreement.

III.

ALIMONY

Both parties acknowledge that each possesses independent means to provide for their own support, care and maintenance and both parties, do hereby relinquish, renounce and waive any right, legal or otherwise, which he or she has or which he or she at any time in the future might have to temporary, permanent, rehabilitative, durational, bridge the gap, or lump sum alimony. The parties further relinquish, renounce and waive any right, legal or otherwise, to amend, change or modify any terms, conditions or provisions waiving alimony, as provided here- in, whether under Florida Statute §61.14 or any other similar statute in the State of Florida or any other state, by the execution of this Settlement Agreement. Notwithstanding the fact that both parties recognize the provisions herein for the waiver of alimony are not modifiable as a matter of law, they nevertheless further agree between themselves that said waiver shall not be modifiable by either party at any time for any reason whatsoever regardless of any change in circumstances of either party.



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IV.

MUTUAL RELEASES

A. GENERAL RELEASE: Except as otherwise set forth in this Agreement, each party (for himself and herself, and his heirs or her heirs, legal representatives, executors, administrators and assigns) hereby irrevocably releases, remises, relinquishes and forever discharges, the other from all causes of action, claims, rights, or demands whatsoever, in law or in equity, which either of the parties had, or now have, against the other. Each party hereby irrevocably releases and relinquishes all claims, rights and interests which that party may now have in any property real, personal or mixed of the other party, whenever and however such property may have been acquired by the said party, and each party represents that all the said property, 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 distributed and apportioned between them and each party hereby ratifies and affirms that distribution.

B. MARITAL CLAIMS: Except as provided in this Agreement, each party releases the other from all claims and demands of every sort to the same extent as if the parties had never been married, particularly including, but not limited to:

1. All forms of alimony, including periodic alimony, lump sum alimony, any other alimony or support, special equities, equitable distribution and division of property rights;
2. To elect to take against any Will or Codicil of the other party now in force. This shall not apply to any Wills or Codicils executed after the date of this Agreement;
3. To share in the other party's estate and to exercise any right of elective share he or she may have; and



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4. To act as Personal Representative or Administrator of the other party's estate except only as provided by a Will or Codicil executed after the date of this Agreement.

V.

TESTAMENTARY DISPOSITION

Except as otherwise provided herein, each party waives dower in and to the assets of the estate of the other, and either party shall have the right of disposing of his or her respective property by a Last Will and Testament with the same force and effect as if the parties were unmarried. The estate of either shall belong to the person or persons who would have become entitled thereto were the parties unmarried. Both parties further agree that they will permit any Will of the other to be probated and that in the event that either shall die intestate, both parties agree to allow the administration of the other's estate to be taken out by persons who would have been entitled thereto as though the parties hereto were now unmarried. Each party hereto further waives any and all rights to the other party's estate, including but without limitation, a right of family allowance.

VI.

TIME OF THE ESSENCE

The parties understand and agree that time is of the essence for them to perform all duties and obligations in this Agreement.

VII.

FURTHER ASSURANCES

The Husband and Wife shall, upon execution of this Agreement and from time to time at the request of the other or at the request of his or her legal representatives, promptly make, execute, acknowledge and deliver to the other party, any and all future instruments that may be reasonably


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required or desirable for the purpose of giving full force and effect to the provisions of this Agreement. Unless a time is specified in which papers must be executed and delivered to accomplish a transfer or in which another act must be done, the party required to do the act or execute the instrument shall do so within thirty (30) days of the request of the party.

VIII.

ATTORNEY FEES

Each party shall be solely responsible for their own attorney's fees, suit money and costs incurred in the pending dissolution of marriage action as long as the only future legal issues that remain are finalizing the parties' divorce through an uncontested final hearing that incorporates the terms of this Agreement.

In the event future litigation is necessary to enforce or interpret this Agreement, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees and costs incurred in enforcing this Agreement, including attorney's fees and costs for any litigation over the entitlement or amount of attorney's fees and costs pursuant to this section of the Agreement. For purposes of enforcing this provision, the Court may determine which party is "the prevailing party" on an issue-by-issue basis.

IX.

TAX ADVICE

The parties hereby acknowledge and agree that each has had the opportunity to retain his/ her own accountants, certified public accountants, tax advisor or tax attorney with reference to the tax implications of this Agreement. Further, both parties hereby acknowledge that neither has relied upon the tax advice that may or may not have been given by their respective attorneys who have represented them in negotiating this Agreement and their dissolution of marriage proceedings. Further, both parties


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hereby acknowledge that each has been advised by their respective attorney to seek his or her own independent tax advice by retaining an accountant, certified public accountant, tax attorney, or tax advisor with reference to the tax implications of this Agreement. Further, the parties acknowledge and agree that 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.

X.

MODIFICATION AND WAIVER

The parties hereby agree that modification or waiver of any provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

XI.

AGREEMENT BINDING ON SUCCESSORS

Except as otherwise noted herein, each and every covenant, promise and agreement herein shall inure to the benefit and shall be binding upon the heirs, legatees devisees, assignees, administrators, personal representatives, executors, and successors in interest of the parties hereto.

XII.

GOVERNING LAW

This Agreement shall be construed and interpreted under and in accordance with the laws of the State of Florida.



I.B.



F. B.

XIII.

ARTICLE AND PARAGRAPH HEADINGS

The titles of the various articles and paragraphs of this Agreement are supplied for convenience only and are not intended to add or to detract from this Agreement nor are they to be used to construe or interpret this Agreement.

In the event any provision of this Agreement should be held to be contrary to, or in doubt under, the law of any country, state or other jurisdiction, such illegality or invalidity shall not affect in any way any other provision hereof, all of which shall continue, nevertheless, in full force and effect in any country, state or jurisdiction in which such provision is legal and valid.

XIV.

RECONCILIATION

It is the intention of the parties that this Agreement remain in full force and effect, to the extent permitted by law, notwithstanding either: (a) any reconciliation between the parties and resumption of their marriage; or (b) dissolution of the marriage and subsequent remarriage of the parties, and each party waives any defense of reconciliation in the event of any future action to enforce this Agreement. The parties intend that any executory provisions of this Agreement that remain at the time of reconciliation shall not be affected or abrogated by reconciliation and that those provisions shall survive and be binding upon the parties nevertheless.



I.B.



F. B.

XV.

SUBSEQUENT DISSOLUTION OF MARRIAGE & EXECUTION

Nothing contained in this Agreement shall be construed to prevent either party from obtaining a dissolution of marriage in any Court of competent jurisdiction.

In any action for dissolution of marriage, neither of the parties, provided that neither is in default under this Agreement, shall make claim for alimony, either temporary or permanent, or for attorney's fees, or for other relief inconsistent with the terms of this Agreement.

This Agreement shall be offered in evidence by either party in any action for dissolution of marriage, and if acceptable to the Court, shall be referred to and approved by the Court. However, notwithstanding incorporation in any Final Judgment dissolving the marriage of the parties, neither this Agreement shall be merged in the Final Judgment dissolving the parties' marriage. This Agreement shall survive the Final Judgment and shall be binding on the parties as a contract.

XVI.

CONFIDENTIALITY

This Agreement shall be incorporated into the Final Judgment of Dissolution of Marriage by reference. However, notwithstanding incorporation in the Final Judgment, this Agreement shall not be merged in it, but shall survive the judgment and shall be binding on the parties for all of time. The Parties agree that the original Marital Settlement Agreement shall be distributed to them and their counsel, in lieu of being filed with the court. If either Party files a motion to construe, interpret or enforce any part of the Marital Settlement Agreement, then the pertinent portions shall be filed with the Court.


I.B.


F. B.

XVII.

SEPARATE COUNTERPARTS

This Agreement may be simultaneously executed in any number of counterparts, including by facsimile signature(s) or emailed signatures, and all of each which when so executed and delivered shall constitute but one and the same instrument, and each of such counterparts shall for all purposes be deemed to be an original. The effective date of this Agreement shall be the date of the last signature of the parties.

XVIII.

HUSBAND'S ACKNOWLEDGMENT

By signing this Agreement, Husband acknowledges that he waives any rights against Rebecca A. Hertz, Esquire and the Bruce Law Firm, P.A. even if he ultimately determines that the law may have entitled him to a better settlement as Husband admits he is entering into this Agreement based on what he is willing to accept and not based on the recommendations of his attorney. Husband acknowledges that Rebecca A. Hertz, Esquire and the Bruce Law Firm, P.A. advised him that what he receives in a settlement pursuant to Florida law would most likely be substantially more than what he is receiving pursuant to this Agreement. Husband also acknowledges by signing this Agreement that he has had the opportunity to have the terms of this waiver reviewed by independent legal counsel.

[The remainder of this page is intentionally blank]

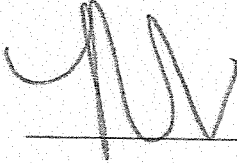

I.B.


F. B.

IN WITNESS WHEREOF, the parties have signed and acknowledged this Agreement.


Witnesses as to IVY BROWN:

Note: Notary Cannot be a Witness

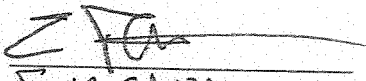


NIKOLE VELASCO

{print name}-Witness #1



IVY BROWN



FRANK CORONA

{print name}-Witness #2

STATE OF CALIFORNIA
COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared # physically in person or # electronically by audio or video, IVY BROWN who being by me first duly sworn, on oath deposes and says that she has read the foregoing document, knows the contents thereof and that they executed the same freely and voluntarily and for the purposes therein expressed.

WITNESS my hand and official seal on _____
2022.

Notary Public, State of CALIFORNIA

SEE ATTACHED

My commission expires:

Personally known or Produced Identification _____

Type of identification produced _____


I.B.


F.B.

Witnesses as to FRANK BROWN:

Note: Notary Cannot be a Witness

[Signature]

LINDSEY ACKARD

{print name}-Witness #1

[Signature]

Amanda Bratten

{print name}-Witness #2

[Signature]

FRANK BROWN

STATE OF Alaska
COUNTY OF FNSB

BEFORE ME, the undersigned authority, this day personally appeared # physically in person or # electronically by audio or video, **FRANK BROWN** who being by me first duly sworn, on oath deposes and says that he has read the foregoing document, knows the contents thereof and that they executed the same freely and voluntarily and for the purposes therein expressed.

WITNESS my hand and official seal on July 27th 2022.

[Signature]

Notary Public, State of Alaska

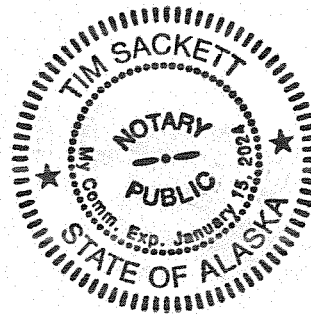
My commission expires: 01/15/2024

Personally known or Produced Identification TS

Type of identification produced FLDL

[Signature]

LB.



[Signature]

F. B.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

On July 19, 2022 before me, Lynn Walker, Notary Public
(insert name and title of the officer)

personally appeared Ivy Brown
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lynn Walker (Seal)



AB

B