

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT,
IN AND FOR CHARLOTTE COUNTY, FLORIDA

Case No.: 2023 DR 3777 SC

Division: Family H

IN RE THE MARRIAGE OF:

GLEND A CHRISTADORE,
Petitioner,

and

DARYL CHRISTADORE,
Respondent

MARITAL SETTLEMENT AGREEMENT

This Agreement is made in connection with an action for dissolution between Glenda Christadore, referred to as "Petitioner" or "Wife" herein, and Daryl Christadore, referred to as "Respondent" or "Husband" herein, who agree as follows:

WHEREAS, the parties hereto were married to each other on or about September 20, 2003;

WHEREAS, no children were born to or adopted by the parties involved in this action, and none are expected;

WHEREAS, Petitioner has filed a petition for dissolution of marriage in the above case, and this Agreement is intended to be introduced into evidence in such action, to be incorporated in a Final Judgment entered therein;

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

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

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;

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

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

ARTICLE I RETIREMENT

NEEW 401(k)

1.1 Petitioner is awarded one hundred percent (100%) of the interest of Respondent's New England Electrical Workers Trust Fund 401(k) which had an approximate value of \$37,308.00 as of August 2024, subject to the outstanding loan. The Respondent shall take no action to diminish the value of the account or to increase the amount of the outstanding loan.

1.2 Respondent shall be responsible for the costs of preparing the Qualified Domestic Relations Order for the distribution of the NEEW 401(k) described above with the attorney of his choice. He shall initiate the process within 10 days of the execution of this Agreement.

ARTICLE II DIVISION OF OTHER ASSETS AND LIABILITIES

Division of Other Assets

2.1 Petitioner shall receive exclusive ownership in the following assets and items, and Respondent waives and releases any and all claim or interest in such assets and items:

- (a) All sums of cash in the possession of Petitioner or subject to her sole control.
- (b) All household furnishings and appliances in the possession of Petitioner or subject to her sole control.
- (c) All clothing, jewelry and personal effects in the possession of Petitioner or subject to her sole control.
- (d) All funds in accounts or otherwise on deposit, including any accrued interest, in banks or any other financial institutions, which are in Petitioner's sole name or from which Petitioner has the sole right to withdraw funds or which are subject to Petitioner's sole control.
- (e) All stocks, bonds, mutual funds, and securities in Petitioner's sole name, together with any dividends, splits, and other rights and privileges in connection therewith.

(f) 2006 GMC Sierra - Husband shall deliver the 2006 GMC Sierra to the Wife in Florida on or before September 9, 2024 at his sole cost. The vehicle shall be delivered to Wife in good working condition with all keys. The Husband shall be responsible for assuring the transfer of the title and ownership of the vehicle from Husband's Mother to the Wife at his cost. This vehicle was purchased during marriage and was the vehicle that Wife normally drove. At or about the date of the filing of the Petition for Dissolution of Marriage the Husband unilaterally took the vehicle from Wife and transferred it to his mother. If the Husband is unable to return the vehicle to Wife and transfer the title by September 9, 2024, he shall pay to her a sum equal to purchase the same or similar vehicle in good condition.

2.2 Respondent shall receive exclusive ownership in the following assets and items, and Petitioner waives and releases any and all claim or interest in such assets and items:

(a) All sums of cash in the possession of Respondent or subject to his sole control.

(b) All household furnishings and appliances in the possession of Respondent or subject to his sole control.

(c) All clothing, jewelry and personal effects in the possession of Respondent or subject to his sole control.

(d) All funds in accounts or otherwise on deposit, including any accrued interest, in banks or any other financial institutions, which are in Respondent's sole name or from which Respondent has the sole right to withdraw funds or which are subject to Respondent's sole control.

(e) All stocks, bonds, mutual funds, and securities in Respondent's sole name, together with any dividends, splits, and other rights and privileges in connection therewith.

(f) Bank of America account in his name with an approximate balance of \$251.81.

(g) Tennessee State Bank- Checking, with an approximate balance of \$500.33.

(h) 2019 Chevy Colorado.

2.3 Except for the items specifically conferred or addressed as set forth hereinabove or as otherwise expressly provided by this Agreement, each party shall have exclusive ownership of all items of personal property that are currently in his or her possession, and the other party waives and releases any and all claim or interest in such items.

Division of Liabilities

2.4 Respondent shall pay the following debts, liabilities and obligations, and shall indemnify and hold Petitioner and her property harmless from any failure to pay the same:

- (a) Capital One Platinum, with an approximate balance owing of \$2055.48.
- (b) Capital one - Platinum, with an approximate balance owing of \$101.63.
- (c) Union One - Credit One, with an approximate balance owing of \$572.90.
- (d) Bass Proshop, with an approximate balance owing of \$152.00.
- (e) Home Depot Card, with an approximate balance owing of \$470.00.
- (f) Lowes Card, with an approximate balance owing of \$2449.42.
- (g) Synchrony, with an approximate balance owing of \$687.38.
- (h) Credit One - 5233, with an approximate balance owing of \$992.23.
- (i) Credit One - 0267, with an approximate balance owing of \$637.91.
- (j) Credit One - 7031, with an approximate balance owing of \$1281.09.
- (k) Synchrony -7097, with an approximate balance owing of \$403.83.
- (l) Avant , with an approximate balance owing of \$0.00.
- (m) Mission Lane, with an approximate balance owing of \$0.00.
- (n) Tractor Supply, with an approximate balance owing of \$0.00.
- (o) Bank of America - Allegiant Card, with an approximate balance owing of \$579.33.
- (p) Comenity, with an approximate balance owing of \$104.80.
- (q) GM Financial, with an approximate balance owing of \$19601.00.

2.5 There are no other obligations or liabilities of the parties known to exist. Any obligation or liability that is not listed herein shall be the responsibility of the party that incurred the same, and the party that incurred the same shall indemnify the other party and the property of

the other party harmless from liability therefor.

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

General Provisions

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

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

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

ARTICLE III ALIMONY

3.1 The parties agree that Petitioner has an actual need for alimony or maintenance, and Respondent has the ability to pay the same.

Durational Alimony

3.2 The parties agree that Respondent shall pay durational alimony as provided below in order to provide Petitioner with economic assistance for a set period of time.

3.3 Respondent shall pay to Petitioner as durational alimony the amount of Six Hundred and Fifteen (\$615.00) Dollars per month, to be paid monthly, with the first installment of \$615.00 due and payable on September 1, 2024, and a like payment due and payable on the 1st of each month thereafter.

3.4 Payment of durational alimony as set forth above shall terminate on September 30, 2036, the death of either party, remarriage of Petitioner, or until modified by court order based upon a substantial change in circumstances in accordance with Florida Statutes, Section 61.08(8), whichever occurs first.

Other Provisions

3.5 Payment Made Directly. Payments of alimony shall be made by check or by money order directly to Petitioner, and both parties shall each keep their own records of all payments due and all payments made. The parties agree to advise each other and the depository of any change relating to their name, address, and employment information. In the event of a default in the payment of alimony equal to one month's obligation, either party may immediately initiate payment of alimony through a depository and, if Respondent is receiving a salary or other regular income, by income deduction order pursuant to Section 61.13(1)(d) of the Florida Statutes. In the event the Husband becomes more than thirty (30) days delinquent in the alimony payment, the Wife may seek the entry of an Income Withholding Order upon filing a Notice of Delinquency without the need for hearing.

3.6 Nondischargeable in Bankruptcy. It is the express intent of the parties that all alimony payable or to be made hereunder is specifically intended to be nondischargeable in the event of the bankruptcy of the paying party.

3.7 Not Taxable Income for Petitioner. The parties acknowledge that the alimony specified hereinabove shall not constitute taxable income for Petitioner, and that Respondent shall not be entitled to deduct from his income all such alimony payments made by Respondent.

ARTICLE IV TAX ISSUES

Federal Income Taxes for Tax Year 2024

4.1 For tax year 2024, each party shall file an individual income tax return in accordance with the Internal Revenue Code.

4.2 Each party shall timely pay his or her tax liability in connection with the tax return filed by such party. Any refund received as a result of a party's tax return shall be the sole property of the party filing such tax return.

4.3 Each party shall indemnify and hold harmless the other party for such taxes, liabilities, deficiencies, assessments, penalties, or interest due thereon or the omission of taxable income or claim of erroneous deductions of the applicable party.

Other Provisions

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

4.5 Request for Information and Cooperation. It is agreed that each party shall provide any information reasonably necessary to prepare federal income tax returns, within thirty

(30) days of receipt of a written request for the same. Each party shall reasonably cooperate with the other in the preparation of income tax returns as set forth hereinabove. Within five days of receipt of written notice from the other party, each party will allow the other party access to these records in order to respond to an IRS examination or request for information. Purposes for which access to such records will be granted includes, but is not limited to, the determination of acquisition dates or tax basis, and such access shall include the right to copy the records.

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

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

ARTICLE V COURT COSTS AND ATTORNEY'S FEES

5.1 Any costs of court, including the filing fee for the petition for dissolution, will be borne by the party incurring the same.

5.2 On or before August 30, 2024, Husband shall pay the sum of \$5000.00 for attorney's fees incurred herein directly to Wife's attorney, Lisa Kleinberg, 1990 Main Street, Suite 725, Sarasota, Florida, 34236. In the event the Husband fails to pay Attorney Kleinberg as set forth herein, Attorney Kleinberg may seek enforcement against the Husband and he shall be responsible for the reasonable attorney fees incurred in any enforcement action.

5.3 If either party defaults in the terms of this agreement, the non-defaulting party shall be entitled to an award of attorney fees for any action filed to enforce the terms of this Agreement.

ARTICLE VI GENERAL PROVISIONS

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

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

party shall make a good faith attempt to submit the dispute or controversy to mediation.

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

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

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

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


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

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

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

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

Dated: 10/03/2024


Glenda Christadore (Oct 3, 2024 20:11 EDT)


GLENDA CHRISTADORE


D.C.


G.C.

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

Dated: 09/04/24


Daryl Christadore (Sep 4, 2024 07:04 CDT)
DARYL CHRISTADORE






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Final Audit Report

2024-09-04

Created:	2024-09-03
By:	Dennis Wallace (dennis@denniswallacelaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAa0_yX2xSX1DdQFCV6CK4gva_ir2i3N9G

"Converted by FileMerlin API" History

-  Document created by Dennis Wallace (dennis@denniswallacelaw.com)
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-  Document emailed to Darryl Christadore (darylchristadore@yahoo.com) for signature
2024-09-03 - 1:55:07 PM GMT
-  Email viewed by Darryl Christadore (darylchristadore@yahoo.com)
2024-09-03 - 1:56:11 PM GMT- IP address: 69.147.86.248
-  Document e-signed by Darryl Christadore (darylchristadore@yahoo.com)
Signature Date: 2024-09-04 - 12:04:04 PM GMT - Time Source: server- IP address: 107.115.108.63
-  Agreement completed.
2024-09-04 - 12:04:04 PM GMT











Marital Settlement Agreement

Final Audit Report

2024-10-04

Created:	2024-09-04
By:	Lisa Kleinberg (lisa@sarasotafamilylaw.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_3ZDgg-CST9KAxz18nX4_nRGzf5AdNft

"Marital Settlement Agreement" History

-  Document created by Lisa Kleinberg (lisa@sarasotafamilylaw.net)
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-  Document e-signed by Glenda Christadore (glendafchristadore@gmail.com)
Signature Date: 2024-10-04 - 0:11:22 AM GMT - Time Source: server- IP address: 47.200.67.11
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