

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
FAMILY LAW DIVISION

In re: The Marriage of:

LAFERN K. BATIE,

UCN: 52-2024-DR-007535-XX-FD-FD

Case No. 24-007535-FD-24

Petitioner/ Wife,
and

ROBERT B. BATIE,


Respondent/Husband. /

NOTICE OF FILING MARITAL SETTLEMENT AGREEMENT

Petitioner/Wife, LAFERN K. BATIE, by and through her undersigned counsel, hereby
files the attached Marital Settlement Agreement, dated February 12, 2025.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via e-service
to Kathleen V. Logan, Esq., kathleen@loganlegalpa.com, on this 12 day of February, 2025.


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ROBERT B. BATIE,

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 12 day of February 2025, by and between LAFERN K. BATIE (hereinafter referred to as "Wife") and ROBERT B. BATIE (hereinafter referred to as "Husband").

WITNESSETH

WHEREAS, the Husband and Wife were married on October 3, 1998, in Ocean City, Maryland; and

WHEREAS, there are no minor children born as a result of the parties' marriage and no issue being contemplated; and

WHEREAS, irreconcilable differences have arisen between Husband and Wife causing the marriage to become irretrievably broken and the parties to live separate and apart; and

WHEREAS, the Husband and Wife intend that this Agreement shall: (1) settle and adjust all claims of each party against the other and against the property of the other either as equitable distribution, unequal distribution or otherwise; and (2) settle all questions of spousal support,

attorney's fees and all other issues existing between them which could be raised in an action for dissolution of marriage.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein, Husband and Wife agree as follows:

1. SEPARATE LIVES:

A. From and after the date of this Agreement, Husband and Wife will continue to live separate and apart from each other, maintaining separate domiciles and residences, each free from any marital control or authority of the other and neither party shall have the right to control the personal actions or conduct of the other party, nor to interfere with his or her personal or professional life.

B. The parties agree that any reconciliation, if it occurs, shall not abrogate the terms of this Marital Settlement Agreement. This agreement will remain in full force and effect even if the parties effect a reconciliation, cohabit as Husband and Wife, or attempt to reconcile.

2. ALIMONY WAIVERS:

A. WAIVER BY WIFE: Wife hereby irrevocably waives, releases and relinquishes any and all rights, claims and demands for alimony from Husband both now and in the future, notwithstanding any change of conditions or circumstances on the part of either or both parties.

B. WAIVER BY HUSBAND: Husband hereby irrevocably waives, releases and relinquishes any and all rights, claims and demands for alimony from the Wife both now and in the future, notwithstanding any change of conditions or circumstances on the part of either or both parties.

3. **PROPERTY MATTERS:**

A. **COMPLETE PAYMENT:** The provisions of this Agreement are intended by the parties to be complete payment to the parties with respect to any share or interest that either may have in the marital estate of the parties under the equitable distribution laws of the State of Florida.

B. **TRANSFERS:** The parties agree to equitably divide their marital assets and liabilities as follows and the payments and transfers of property to be made under this Agreement are made as and for a property settlement and as an equitable distribution of marital property under Section 1041 of the Internal Revenue Code. The parties agree to execute any and all documents necessary to effectuate the division and transfer of all property to be divided or transferred by the terms of this Agreement and, when applicable, to release any interest therein in favor of the other party.

(1) **REAL ESTATE:**

(a) **To Wife:** The parties own as tenants by the entireties, real property located at 16701 Windsor Park Drive, Lutz, Florida. Wife shall retain sole use, possession and ownership of the Windsor Park Drive residence. Until implementation of the qualified domestic relations order dividing the Husband's Raytheon Pension as set forth below and Wife's receipt of her share of the monthly benefit, Husband shall continue to maintain his status quo expenses on Wife's behalf, specifically, the homeowner's insurance and property taxes, Wife's health insurance and Wife's automobile insurance. Contemporaneously with the execution of this Agreement, Husband shall execute a quit claim deed transferring sole ownership of the Windsor Park Drive residence to Wife.

(b) **To Husband:** The parties own as tenants by the entireties, real property located at 680 Watermans Drive, #401, Woodbridge, Virginia. Husband shall retain sole use, possession and ownership of the Watermans Drive residence and shall be solely

responsible for all expenses associated therewith and indemnify and hold Wife harmless therefrom. Contemporaneously with the execution of this Agreement, Husband shall present and Wife shall execute a quitclaim deed transferring sole ownership of the Watermans Drive residence to Husband, which deed shall be held in escrow, pending Husband's refinance of the Watermans Drive property or otherwise removing Wife from all financial obligation thereon.

Husband shall also retain sole use possession and ownership of the Oneida Street and Lee Street lots, which Wife recognizes as Husband's non-marital assets. Husband shall be solely responsible for all obligations associated with the Oneida Street and Lee Street lots and shall indemnify and hold Wife harmless therefrom.

(2) CASH AND INVESTMENT ACCOUNTS:

(a) Accounts to Wife: Wife shall retain sole ownership and possession of her Grow Financial checking and savings and Pentagon FCU savings accounts and Husband waives any interest he has or may have under the laws of Florida therein.

(b) Accounts to Husband: Husband shall retain sole ownership and possession of his Pentagon FCU checking and savings accounts and his Grow Financial checking account and Wife waives any interest she has or may have under the laws of Florida therein.

(c) Accounts Divided: The parties have equitably divided the existing balance in their joint Pentagon FCU money market account to their mutual satisfaction. The parties will cooperate to close all joint accounts and Husband shall retain any remaining balances.

(3) RETIREMENT ASSETS: Accounts Divided: The parties shall divide Husband's Raytheon pension and 401(k), MTSI 401(k) and MTSI ESOP and Wife's Raytheon pension (not yet in pay status) as follows:

1. Wife shall receive 50% of Husband's monthly Raytheon pension benefit.

Until such time as the qualified domestic relations order is implemented, Husband shall be responsible for maintaining Wife's expenses on a status quo basis as set forth above;

2. Wife shall receive 50% of Husband's Raytheon 401(k) as of the date of division;
3. Wife shall receive 30% of Husband's MTSI 401(k) as of the date of division;
4. Husband shall retain 100% of his MTSI ESOP; and
5. Wife shall retain 100% of her Raytheon Pension.

Husband represents that there are no loans against any of his retirement plans and he has not withdrawn any monies from his Raytheon 401(k) or MTSI 401(k) during the pendency of this dissolution action. It is the intention of the parties that the division of each party's retirement accounts, as specifically identified above in this Marital Settlement Agreement, shall be reduced to Qualified Domestic Relations Orders ("QDROs"), where applicable, which each shall qualify as a QDRO under Section 414(p) of the Internal Revenue Code. The parties agree that the Circuit Court of Pinellas County, Florida, shall retain jurisdiction with respect to all assignment orders to the extent required to maintain their qualified status and the original intent of the parties as stipulated. It is the intention of the parties that all QDROs continue to qualify as a QDROs under Section 414(p) of the Internal Revenue Code. Neither party shall take any actions, affirmative or otherwise, that can circumvent the terms and provisions of this Agreement, or that could diminish or extinguish the rights and entitlements of the other party as set forth herein. Should either party take any action or inaction to the detriment of the other, that party shall be required to make sufficient payments directly to the other to the extent necessary to neutralize the actions or inactions taken. Wife shall retain Matthew Lundy, Esquire, for the preparation

of the Qualified Domestic Relations Orders ("QDRO's") or any other Orders necessary to effect the division of the Husband's Raytheon pension and 401(k) and MTSI 401(k) and both parties shall fully cooperate in good faith. The initial preparation cost of the QDROs shall be evenly divided between the parties. The Wife shall bear the initial expense for the preparation of the QDRO(s). The Wife shall provide proof of payment to Husband within thirty (30) days of said payment. The Husband shall reimburse the Wife for his 50% share of said expense within thirty (30) days of Husband's receipt of the Wife's proof of payment.

(4) MOTOR VEHICLES:

(a) To Wife: Wife shall retain sole ownership and possession of the 2018 BMW xi. Wife shall present and Husband shall execute all documents necessary, if any, to transfer sole ownership of the 2018 BMW xi and Wife shall indemnify and hold Husband harmless from any payments, maintenance and/or expenses thereon.

(b) To Husband: Husband shall retain sole ownership and possession of the 2015 Lexus NX 200T. Husband shall present and Wife shall execute all documents necessary, if any, to transfer sole ownership of the 2015 Lexus NX 200T to Husband and Husband shall indemnify and hold Wife harmless from any payments, maintenance and/or expenses thereon.

(5) PERSONAL PROPERTY: Except as specifically set forth herein, the parties agree that all other joint marital property has been divided to their mutual satisfaction, with each party retaining all personal property in their name or possession, and the Court need not make any determination regarding same.

(6) BUSINESS INTERESTS: Wife shall retain sole ownership of all Wife's business interests, including without limitation all Wife's right, title and interest in The

Batie Group, LLC, and all accounts and assets associated therewith and Husband hereby releases any interest he has or may have under the laws of Florida therein and Wife shall indemnify and hold harmless Husband from all liabilities associated therewith.

(7) DEBTS: Except as otherwise provided in this Agreement, each party shall be solely and exclusively obligated for all debts incurred by said party and/or in the name of said party, and shall hold the other harmless for the payment of said debts. The parties represent and warrant that there are no other debts, joint or otherwise, other than as specifically set forth in this Agreement. If additional debts are discovered subsequent to the execution of this Agreement, the debt shall be paid by the party that incurred said debt.

(8) EQUALIZING PAYMENT: In furtherance of accomplishing an equitable distribution of the marital assets and liabilities as referenced in detail herein, the Husband shall pay the Wife a total of One Hundred Thousand and No/100dollars (\$100,000.00). This amount shall be paid to Wife within 30 days of entry of the Final Judgment in this case and shall not be taxable to Wife or deductible by Husband.

C. EXECUTION OF DOCUMENTS: The parties agree to execute any and all documents necessary to effectuate the division and transfer of all property to be divided or transferred by the terms of this Agreement and, when applicable, to release any interest therein in favor of the other party.

4. **INDEMNIFICATION FOR PRIOR TAX RETURNS:** Each party represents and warrants to the other that they have fully declared all income and properly claimed all deductions on prior Federal Income Tax returns. Neither party owes any tax, interest, or penalties for past returns, and no tax deficiency proceeding or audit is pending or threatened with regard to any such return. In the event that there is an audit or deficiency assessment on any prior return, or if a tax lien has been filed, or is filed in the future, the party who first receives notice of it shall give the

other immediate notice in writing. He or she will also forward copies of all papers received and all documents sent in response. The party whose income or deductions are deemed responsible for the assessment or lien shall pay the assessment or lien, together with interest or penalties, if any, as well as all expenses that may be incurred if that party decides to contest the assessment. The responsible party agrees to indemnify the other party for any loss, injury, expense, or attorney's fees incurred as a result of a lien, audit, or assessment. In the event of an audit, each party shall cooperate with the other in providing all relevant information and documents. Each party will execute any forms or documents deemed necessary by the responsible party or his or her tax advisors.

5. **PROFESSIONAL:** Wife is represented by Belinda B. Lazzara, Esquire, of Lazzara Family Law. Husband is represented by Kathleen Logan, Esquire, of Logan Legal, P.A. Each party shall be responsible for any attorney's fees and costs incurred by them, through entry of the Final Judgment.

6. **REPRESENTATIONS:**

A. **KNOWLEDGE:** Each party has been fully advised of the personal and financial status of the other and each party is aware of their personal and financial needs, abilities and circumstances, and their potential financial needs and circumstances as they relate to their age, position and experience.

B. **EXECUTION/DELIVERY:** This Agreement is entered into freely and voluntarily by the parties after due and considered deliberation. The parties, by virtue of signing this Agreement, acknowledge they have read the Agreement. They further acknowledge that they understand all of its terms and conditions.

7. **GENERAL PROVISIONS:**

A. MODIFICATION: No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and signed and delivered by both parties. No waiver or any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

B. FUTURE DISSOLUTION AND AGREEMENT AS EVIDENCE: Nothing herein contained shall be construed to bar or prevent either party from pursuing an action for dissolution of marriage in Pinellas County, Florida. This Agreement shall be offered as evidence in such action and, if acceptable to the Court, shall be incorporated by reference in any judgment or decree that may be granted. Notwithstanding such incorporation of this Agreement, it shall not be merged in the judgment or decree, but shall survive the same and shall be binding and conclusive on the parties for all time.

C. LEGAL ACTION: In the event Husband or Wife or both institute any legal action to enforce this Agreement or in defense of the enforcement of this Agreement, the parties agree that the non-prevailing party in any such legal action or suit shall be obligated to pay the prevailing party all of its reasonable and necessary attorney's fees, costs and expenses in connection therewith, including appellate proceedings.

D. INDEMNIFICATION: Wife agrees to indemnify Husband for any loss of any kind Husband suffers with reference to any instrument or any obligation hereafter created by Wife. Husband agrees to indemnify Wife for any loss of any kind Wife suffers with reference to any instrument or any obligation hereafter created by Husband.

E. MUTUAL RELEASES:

(1) Except as otherwise stated in this Agreement, each party hereby releases and waives any and all claims and demands for equitable distribution or property rights regarding the property of the other party.

(2) Except as otherwise provided in this Agreement, each party waives, releases and relinquishes all rights that he or she may now have or acquire as the other party's spouse under present or future laws of any jurisdiction:

- (a) To elect to take against any will or codicil of the other party now or thereafter in force;
- (b) To share in the other party's estate; and
- (c) To act as personal representative of the other party's estate.

F. LAWS GOVERNING AND FUTURE JURISDICTION: This Agreement shall be governed by the laws of the State of Florida.

G. NO CONSTRUCTION BECAUSE OF DRAFTING: This Agreement has been drafted by counsel for the Wife and modified by counsel for Husband. As such, no part of this Agreement shall be construed against either Husband or Wife as a result of drafting.

H. EXECUTION OF DOCUMENTS: Each party shall, at any time and from time to time hereafter, perform any and all steps and execute, acknowledge and deliver to the other party any and all further instruments and assurances that the other party may reasonably require for the purposes of giving full force and effect to the provisions of this Agreement.

I. COVENANTS: Subject to the provisions of this Agreement, the parties covenant and represent that they have not heretofore, nor will they hereafter, incur or contract any debt, charge or liability whatsoever for which the other, their legal representatives or their property or estate may become liable.

J. DISCLOSURE:

(1) All property and money being distributed to or retained by the parties under this Agreement are being distributed to or retained by them as their distributive share of marital property under the equitable distribution laws of the State of Florida. The parties have agreed upon the division of marital property provided for by this Agreement, and all other financial arrangements made herein, with knowledge of the assets of each other based upon disclosures of the other.

(2) Each party acknowledges that this Agreement has not been the result of fraud, duress or undue influence exercised by either party upon the other party or by any other person upon either party. Each party specifically represents that this Agreement has been achieved after he/she has made full and complete disclosure to the other party of all of his/her income, assets and liabilities.

K. FAIR AND REASONABLE: The parties acknowledge that this Agreement, based on the disclosures of each party hereto, is fair and equitable in all respects.

L. WAIVER OF MANDATORY DISCLOSURE AND ADDITIONAL DISCOVERY: The parties affirmatively desire to waive any additional mandatory disclosure required by Rule 12.285, Fla. Fam. L.R.P., other than Financial Affidavits or as previously exchanged between them. Both parties affirmatively that they have knowledge of one another's respective financial positions, assets, and liabilities. Both parties affirmatively state that they do not wish to incur further legal or expert fees for the purpose of financial discovery and/or due diligence. Therefore, both parties have specifically agreed not to engage any additional financial experts, real estate experts or other experts in this action. Further, both parties have specifically agreed not to conduct any further depositions, not to pursue any requests for production, not to issue any third party subpoenas, and not to pursue any further discovery whatsoever.

M. WAIVER OF THIRTY-DAY NOTICE OF FINAL HEARING: The parties herein agree to waive thirty (30) days 'notice of Final Hearing and wish to proceed to Final Hearing as expeditiously as possible.

N. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties. There are no representations or warranties other than those set forth herein.

O. HEADINGS: All headings in this Agreement are for the purpose of convenience and identification. Headings shall not be used in construing or interpreting this Agreement.

P. EFFECTIVE DATE: This Agreement shall be binding upon the parties the date both of them affix their signature hereto.

Q. The parties agree that a copy of this Agreement shall be considered in all respects the same as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date set forth immediately beneath their respective signatures.



LAFERN K. BATIE, Wife

Dated: 02 / 12 / 2025

Robert B. Batie

ROBERT B. BATIE, Husband

Dated: 02/10/25