

IN THE CIRCUIT COURT OF THE
SEVENTH JUDICIAL CIRCUIT, IN AND
FOR ST. JOHNS COUNTY, FLORIDA.

CASE NO.: DR23-1179
DIVISION: 57

In Re: The Marriage of:

BRIAN STEPHEN WALLING,
Petitioner/Husband,

and

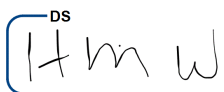
HILA MICHELLE WALLING,
Respondent/Wife.

CONSENT FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE came before the Court for Final Hearing on the Petitioner/Husband's Petition for Dissolution of Marriage, and the Respondent/Wife's Counter Petition for Dissolution of Marriage. The Petitioner/Husband, Brian Stephen Walling, shall hereafter be referred to as "Husband" and the Respondent/Wife, Hila Michelle Walling, shall hereafter be referred to as "Wife".

The parties attended in person mediation on May 15, 2024, with Jonathan A. Zahler, Florida Supreme Court Certified Family and Appellate Mediator. The parties have stipulated and agreed to resolution of all issues arising out of their marital relationship including issues regarding spousal support, equitable distribution, attorney's fees and costs, and all other issues arising in this action, which stipulation and agreement has been incorporated into this Consent Final Judgment of Dissolution of Marriage.

The Husband appeared or submitted sworn testimony, and the Wife waived her appearance at the final hearing. The Court has determined that at least one of the parties to this action has resided in the State of Florida for at least six months prior to filing of the original Petition

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for Dissolution of Marriage, and that Florida residency jurisdictional requirements have been satisfied.

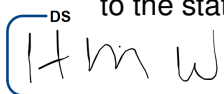
The Court heard the sworn testimony and from the evidence, the Court finds as follows:

- A. This Court has jurisdiction over the parties to and the subject matter of this dissolution of marriage action.
- B. Both parties are over the age of eighteen (18) and are legally competent.
- C. The parties were married on September 9, 1999, and this case was initially filed by the Husband on July 13, 2023.
- D. The marriage of the parties is irretrievably broken.
- E. Neither party has been adjudicated to be incapacitated pursuant to Chapter 744.331, Florida Statutes.
- F. Neither party is currently an active duty servicemember in the United States military, and neither party has been an active duty servicemember in the United States military within a period of thirty (30) days immediately prior to this date, as defined by the Servicemembers' Civil Relief Act of 2003.
- G. The parties have no minor children born or adopted during their marriage who are subject to this proceeding, and no children are expected.
- H. The parties' child is *sui juris* having reached the age of majority, and therefore not subject to this proceeding.

Accordingly, it is hereby

ADJUDGED:

1. **DISSOLUTION OF MARRIAGE**: The marriage of the parties, Brian Stephen Walling, Husband, and Hila Michelle Walling, Wife, is hereby dissolved, and each party is restored to the status of being single and unmarried.

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2. **DURATIONAL ALIMONY/SPOUSAL SUPPORT:** Commencing on June 1, 2024, and continuing on the first (1st) day of each month thereafter, through and including May 1, 2034, the Husband shall pay the Wife the sum of \$3,000.00 per month, for a period of 120 months (10 years), as and for durational alimony/spousal support.

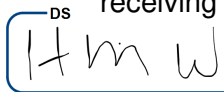
Thereafter, commencing on June 1, 2034, and continuing on the first (1st) day of each month thereafter, through and including May 1, 2039, the Husband shall pay the Wife the sum of \$1,000.00 per month, for a period of 60 months (5 years), as and for durational alimony/spousal support.

Said alimony/spousal payments shall continue in accordance with the durational period above, or until the Wife's remarriage or the death of either party, whichever event shall first occur.

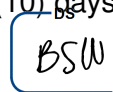
Alimony/spousal support may be modified or terminated based upon Florida law, which may include, but is not limited to, a substantial change of circumstances in the future, the Wife's entry into a supportive relationship based upon the factors set forth in Florida Statutes Chapter 61.14(1)(b), or any other legal basis which may exist for the Court to modify or terminate this alimony/spousal support obligation under Florida law.

Pursuant to the 2018 Tax Cuts and Jobs Act (Public Law 115-97), these alimony/spousal support payments shall **NOT** be includable as taxable income to the Wife, and shall **NOT** be tax deductible from the income of the Husband, for federal income tax purposes.

All alimony/spousal support payments shall be payable via direct deposit or electronic funds transfer from the Husband to the Wife. The Wife shall provide the Husband with current and updated account and routing information for the purposes of receiving these direct payments. In the event the Husband is greater than ten (10) days

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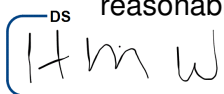
late on any alimony/spousal support payment, then the Wife shall have the right to obtain entry of an Income Deduction Order and/or Income Withholding Order, upon presentation and supporting affidavit to the Court. A copy of the proposed order and affidavit shall be provided to the Husband at least five (5) days prior to submission to the Court for entry, and the order may be entered by the Court without hearing.

- 3. **LUMP SUM ALIMONY:** As and for lump sum alimony which shall be enforceable as a support obligation, the Husband shall pay directly to the Wife the exact sum of \$175,000.00 on or before February 1, 2025.

Said lump sum alimony shall be non-modifiable, non-extendable, and non-convertible to any other form or kind of alimony, and shall not increase, decrease, or terminate based upon any circumstances whatsoever. This lump sum alimony award shall be non-dischargeable in bankruptcy and shall survive the remarriage of the Wife or the death of either party.

For income tax purposes, it is intended that this lump sum alimony award shall **NOT** be includable as taxable income to the Wife and shall **NOT** be tax deductible from the income of the Husband.

- 4. **LIFE INSURANCE TO SECURE ALIMONY:** The Husband shall maintain life insurance securing his life with death benefit of \$500,000.00 naming the Wife as sole beneficiary, to secure the Husband’s durational alimony/spousal support obligation and lump sum alimony obligation, as set forth in Paragraphs 2 and 3 above. The death benefit may be reduced from time to time to an amount equivalent to no less than the remaining combined durational and lump sum alimony/spousal support obligations, as these obligations are paid and satisfied in the future. Life insurance is currently available to the Husband at reasonable cost.

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The Husband shall immediately, annually, and thereafter upon reasonable written request provide the Wife with proof of maintenance of such insurance in compliance with this paragraph, including declarations page, policy statements, beneficiary designation or other appropriate documentation.

- 5. **MARITAL HOME & LUMP SUM EQUITABLE DISTRIBUTION:** The parties jointly own their former marital home located at 1213 Owl Hollow Court, St. Augustine, Florida 32092. There is no mortgage indebtedness encumbering this real property. This real property is more particularly described as follows:

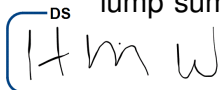
Lot 78, JOHNS CREEK, according to the plat thereof, as recorded in Map Book 48, Pages 76 through 95, inclusive, of the Public Records of St. Johns County, Florida.

The Husband is hereby awarded the sole exclusive use and possession of the former marital home until this real property is vested solely into the Husband's name as provided herein.

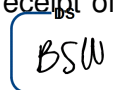
The Husband shall pay and be responsible for any and all HOA fees, taxes, insurance, utilities, maintenance, repairs, or other incidental expenses in connection with this real property, and shall indemnify, defend and hold the Wife harmless thereon.

The Husband shall pay the Wife the exact lump sum of \$300,000.00 on or before Tuesday, May 28, 2024, as and for lump sum equitable distribution. Upon the Husband successfully paying the Wife this lump sum of \$300,000.00, then the Wife shall convey and transfer her interest in this real property to the Husband by appropriate deed (to be prepared by the Husband), and the Wife shall thereafter have no further claim or interest in this real property. For these purposes, the Wife shall execute and deliver this deed to the Husband within five (5) business days following the Wife's receipt of the \$300,000.00

lump sum equitable distribution, or within five (5) business days following the receipt of

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the deed from the Husband, whichever date later occurs. Notwithstanding, this deed shall not be executed by the Wife prior to entry of this Consent Final Judgment of Dissolution of Marriage.

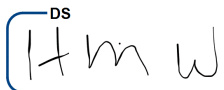
Until this real property is solely titled and vested into the Husband's name or this real property is sold as provided herein, neither party shall sell or encumber their interest in this real property, except by further written agreement of the parties, or as provided herein. Each party shall indemnify, defend and hold the other party harmless from any lien or judgment placed against the property which is attributable to that party.

6. **KAES, LLC.**: The Husband is awarded sole, absolute ownership of the Husband's interest in the business/corporation known as KAES, LLC., free and clear from any claim of the Wife, including but not limited to, all stock, real property, business bank accounts, financial accounts, leases, leaseholds, contracts, cryptocurrency, trademarks, copyrights, logos, patents, intellectual property, websites, domain names, social media accounts, accounts receivable, equipment, vehicles, personal property, and/or any other miscellaneous tangible or intangible property.

The Husband shall be responsible for any indebtedness or liability owed by or for this business/corporation and shall indemnify, defend and hold the Wife harmless from any such indebtedness or liability in connection with this business/corporation.

7. **VEHICLES:**

2019 Honda Pilot: The Husband is awarded sole, absolute ownership of the 2019 Honda Pilot, which has no debt balance, and is titled solely in Husband's name. The Husband shall pay for and shall indemnify, defend and hold the Wife harmless from any debt, liability, vehicle insurance, or expenses associated with this vehicle.

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2020 Mazda CX-5: The Husband is awarded sole, absolute ownership of the 2020 Mazda CX-5, which has no debt balance, and is titled solely in Husband's name. This vehicle is utilized by the parties' adult daughter. The Husband shall pay for and shall indemnify, defend and hold the Wife harmless from any debt, liability, vehicle insurance, or expenses associated with this vehicle.

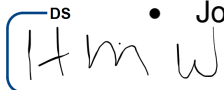
2023 Nissan Rogue: The Wife is awarded sole, absolute ownership of the 2023 Nissan Rogue, which has no debt balance, and is titled solely in Wife's name. The Wife shall indemnify, defend and hold the Husband harmless from any debt, liability, vehicle insurance, or expenses associated with this vehicle.

8. **PERSONAL PROPERTY:** Each party is awarded ownership of their personal property in their respective possession or control.

9. **WIFE'S CELLULAR/MOBILE PHONE AND PHONE PLAN:** The Husband shall maintain and pay the Wife's cellular/mobile phone on the Husband's cell phone plan through and including December 31, 2025, or longer as agreed upon between the parties. Notwithstanding, the Wife may voluntarily request that she be removed from the Husband's cell phone plan prior to December 31, 2025. At such time that the Wife is removed from the Husband's cell phone plan, the parties shall cooperate to transfer the Wife's cellular/mobile phone and phone number onto the Wife's separate cellular/mobile phone and phone plan.

10. **JOINT BANK ACCOUNTS:** The Husband is awarded sole, absolute ownership of the following accounts, free and clear from any claim of the Wife:

- Joint Vystar checking account ending 8015
- Joint Vystar savings account ending 8375
- Joint Bethpage checking account ending 7585
- Joint Bethpage savings account ending 5010
- Joint Bethpage money market account ending 0943

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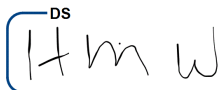
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The parties shall cooperate to immediately remove the Wife's name from this account.

11. **JOINT NON-RETIREMENT BROKERAGE ACCOUNTS:** The Wife is awarded sole, absolute ownership of the joint E*TRADE account ending 5321 as of May 15, 2024, free and clear from any claim of the Husband. The parties shall cooperate to immediately remove the Husband's name from this account, or otherwise transfer this brokerage account into the Wife's sole name.
12. **HUSBAND'S NON-RETIREMENT FINANCIAL ASSETS:** The Husband is awarded sole, absolute ownership of any non-retirement financial assets titled in the Husband's name, free and clear from any claim of the the Wife, including all bank accounts, brokerage accounts, stocks, stock options, bonds, cryptocurrency, profit sharing plans, life insurance policies, annuities, etc.
13. **WIFE'S NON-RETIREMENT FINANCIAL ASSETS:** The Wife is awarded sole, absolute ownership of any non-retirement financial assets titled in the Wife's name, free and clear from any claim of the Husband, including all bank accounts, brokerage accounts, stocks, stock options, bonds, cryptocurrency, profit sharing plans, life insurance policies, annuities, etc.
14. **HUSBAND'S RETIREMENT ACCOUNTS:** The Husband is awarded sole, absolute ownership of the following accounts, free and clear from any claim by the Wife:
 - Husband's Kaes, LLC. 401(k) Plan
 - Husband's Adecco Group 401(k) Plan ending 7328
 - Husband's Northrop Gruman Pension Plan
 - Husband's Northrop Gruman Savings Plan
 - Husband's Lockheed Martin Salaried Savings Plan ending 8318

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- 15. **HUSBAND'S THRIFT SAVINGS PLAN:** The Wife is awarded sole, absolute ownership of the Husband's Thrift Savings plan, free and clear from any claim by the Husband.

The Husband shall take no action to defeat or diminish the Wife's portion awarded hereunder through liquidation, transfer, loans or otherwise prior to the segregation and transfer of the Wife's portion awarded hereunder. The Wife shall be responsible for any taxes associated with the Wife's award of this plan.

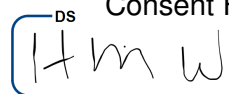
The Court reserves jurisdiction to specifically determine retirement benefits and to enter any orders necessary to effectuate this provision including entry of a Qualified Domestic Relations Order/Retirement Benefits Court Order. The Husband shall be responsible for the cost and preparation of the Qualified Domestic Relations Order, and the Husband shall provide the Wife with proposed Qualified Domestic Relations Order within ninety (90) days following entry of this Consent Final Judgment.

Each party shall provide any and all documents and information necessary for preparation of the order and to effectuate the provisions of this paragraph, including the Wife providing account information to receive the Wife's portion awarded hereunder.

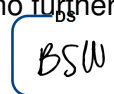
- 16. **HUSBAND'S FIDELITY TRADITIONAL IRA ENDING 4276:** The Wife is awarded sole, absolute ownership of the Husband's Fidelity Traditional IRA ending 4276, free and clear from any claim of the Husband.

The Husband shall take no action to defeat or diminish the Wife's portion awarded hereunder through liquidation, transfer, loans or otherwise prior to the segregation and transfer of the Wife's portion awarded hereunder. Each party shall be responsible for any taxes associated with their respective awarded portion of this IRA awarded herein.

The transfer shall be effectuated within ten (10) days following entry of this Consent Final Judgment of Dissolution of Marriage. While it is anticipated that no further

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order shall be necessary to effectuate this provision which may be accomplished by directions to the Fidelity IRA Plan Administrator, the Court reserves jurisdiction to enter any orders necessary to effectuate this provision including entry of a Qualified Domestic Relations Order/Retirement Benefits Court Order.

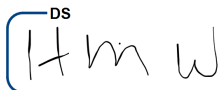
Each party shall provide any and all documents and information necessary for preparation of the order and to effectuate the provisions of this paragraph, including the Wife providing account information to receive the Wife's portion awarded hereunder.

17. **HUSBAND'S FIDELITY SIMPLE IRA ENDING 7215**: The Wife is awarded sole, absolute ownership of the Husband's Fidelity Simple IRA ending 7215, free and clear from any claim of the Husband.


The Husband shall take no action to defeat or diminish the Wife's portion awarded hereunder through liquidation, transfer, loans or otherwise prior to the segregation and transfer of the Wife's portion awarded hereunder. Each party shall be responsible for any taxes associated with their respective awarded portion of this IRA awarded herein.

The transfer shall be effectuated within ten (10) days following entry of this Consent Final Judgment of Dissolution of Marriage. While it is anticipated that no further order shall be necessary to effectuate this provision which may be accomplished by directions to the Fidelity IRA Plan Administrator, the Court reserves jurisdiction to enter any orders necessary to effectuate this provision including entry of a Qualified Domestic Relations Order/Retirement Benefits Court Order.

Each party shall provide any and all documents and information necessary for preparation of the order and to effectuate the provisions of this paragraph, including the Wife providing account information to receive the Wife's portion awarded hereunder.



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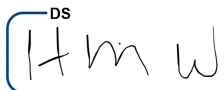
18. **HUSBAND'S FIDELITY ROTH IRA ENDING 3489:** The Wife is awarded sole, absolute ownership of the Husband's Fidelity Roth IRA ending 3489, free and clear from any claim of the Husband.

The Husband shall take no action to defeat or diminish the Wife's portion awarded hereunder through liquidation, transfer, loans or otherwise prior to the segregation and transfer of the Wife's portion awarded hereunder. Each party shall be responsible for any taxes associated with their respective awarded portion of this IRA awarded herein.

The transfer shall be effectuated within ten (10) days following entry of this Consent Final Judgment of Dissolution of Marriage. While it is anticipated that no further order shall be necessary to effectuate this provision which may be accomplished by directions to the Fidelity IRA Plan Administrator, the Court reserves jurisdiction to enter any orders necessary to effectuate this provision including entry of a Qualified Domestic Relations Order/Retirement Benefits Court Order.

Each party shall provide any and all documents and information necessary for preparation of the order and to effectuate the provisions of this paragraph, including the Wife providing account information to receive the Wife's portion awarded hereunder.

19. **WIFE'S CHARLES SCHWAB 401(K) PLAN:** The Wife is awarded sole, absolute ownership of the Wife's Charles Schwab 401(k) plan, free and clear from any claim by the Husband.
20. **NO OTHER RETIREMENT:** Each party represents that they have no other pension, profit sharing, 401(k), 403(b), KEOGHs, IRA's, annuities, or any other type of retirement plan or benefit which would be the subject to equitable distribution pursuant to Section 61.075, Florida Statutes.

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21. **LIABILITIES:** Except as otherwise provided herein, each party shall pay any debts or liabilities in their own respective name. Each party shall indemnify, defend, and hold the other party harmless from any debts or liabilities allocated hereunder.

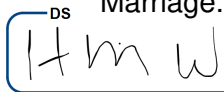
EACH PARTY HAS BEEN ADVISED THAT NOTWITHSTANDING THE FOREGOING PROVISIONS AND AGREEMENT AND ASSUMPTION OF DEBT BY ONE PARTY AND/OR INDEMNIFICATION OF THE OTHER PARTY, THESE PROVISIONS ARE NOT BINDING UPON THIRD PARTY CREDITORS (MORTGAGE COMPANIES, CREDIT CARD COMPANIES, FINANCIAL INSTITUTIONS, ETC.) AND, IN THE EVENT OF A DEFAULT IN PAYMENT, CREDITORS HAVE THE RIGHT TO SEEK RECOVERY FROM ANY PARTY WHO WAS ORIGINALLY RESPONSIBLE ON THE DEBT.

22. **JOINT FEDERAL INCOME TAX RETURN:** The parties shall jointly file their 2023 Federal Income Taxes. The parties shall equally (50/50) divide any federal tax refund. In the event there is any federal tax liability, the Husband shall be responsible for any such federal tax liability, and shall indemnify, defend, and hold the Wife harmless thereon.

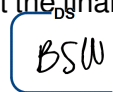
23. **ATTORNEY FEES:** Each party shall be responsible for their own attorney's fees and costs in connection with the litigation of this matter.

24. **MEDIATION COSTS:** The Husband shall pay for the entire cost of mediation which took place on May 15, 2024, with Jonathan A. Zahler, Florida Supreme Court Certified Family and Appellate Mediator.

25. **WIFE'S WAIVER OF APPEARANCE:** The Wife waives her right to appear at the final hearing and consents to the entry of this Consent Final Judgment of Dissolution of Marriage. Notwithstanding, the Wife shall nonetheless have the right to appear at the final

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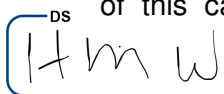
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hearing, and shall be entitled to receive proper notice of the final hearing.

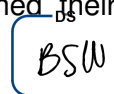
- 26. **IMPLEMENTING DOCUMENTS:** Each party shall timely execute and deliver any and all documents reasonably requested by the other party, which documents are necessary to effectuate the provisions of this Consent Final Judgment of Dissolution of Marriage.
- 27. **SELF-EXECUTING PROVISION:** Except as otherwise provided in this Consent Final Judgment of Dissolution of Marriage, in the event either party fails or refuses to timely execute or deliver implementing documents as set forth in the paragraph above, and/or refuses to assign, convey or transfer interest in any real or personal property as provided in this Consent Final Judgment of Dissolution of Marriage, then this Consent Final Judgment of Dissolution of Marriage shall act as an instrument of conveyance regarding such real or personal property in accordance with the terms of this Consent Final Judgment of Dissolution of Marriage. Moreover, in accordance with Florida Statutes Chapter 61.075(4), and Rule 12.570(e), Florida Family Law Rules of Procedure, this Consent Final Judgment of Dissolution of Marriage awarding assets shall have the effect of a duly executed instrument of conveyance, transfer, release, acquisition, or acquittance of any such real or personal property awarded herein, upon recording of this judgment, or certified copy of this judgment, in the official records of the county in which any such specific asset or property is located.

The provisions of this paragraph shall in no way be construed to deprive either party of any right or remedy to which they may be entitled to enforce or compel the execution and delivery of any documents required to transfer ownership of any property awarded hereunder.

- 28. **UNDERSTANDING OF THE PARTIES:** Each party fully understands the material facts of this case, and understands and/or has had opportunity to have explained their

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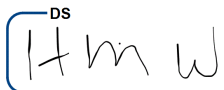
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respective legal rights and obligations arising in this case. Moreover, each party has had opportunity to read and carefully review the provisions of this Consent Final Judgment of Dissolution of Marriage. Each party has had ample time and opportunity to have each and every provision of this Consent Final Judgment of Dissolution of Marriage explained to them by their attorney, or alternatively have elected to waive their right to review by an attorney.

29. **VOLUNTARY EXECUTION:** Each party is executing and signing this Consent Final Judgment of Dissolution of Marriage freely, voluntarily, intending to be bound by all provisions contained herein. Each party acknowledges and affirms that no coercion, duress, undue influence, or overreaching has been exerted or utilized by the other party or by any other person or entity with regard to their entry into this Consent Final Judgment of Dissolution of Marriage.
30. **FINANCIAL DISCLOSURE:** Each party represents that they have made full and truthful disclosure to the other party as to their respective incomes, expenses, assets, liabilities, and overall financial condition with regard to entry into this Consent Final Judgment of Dissolution of Marriage. Each party warrants that the disclosures made by that party are true and accurate, and free from any fraud, intentional misrepresentation or material omission.

Both parties have had access to or have had opportunity to review their federal, state and/or foreign tax returns, and each party's financial affidavits setting forth their respective incomes, expenses, assets, and liabilities. Each party has had opportunity to review discovery of financial documents relevant to these proceedings, or has had opportunity to obtain discovery of such financial documents and voluntarily elects to enter

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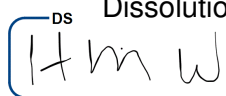
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into this Consent Final Judgment without obtaining any additional discovery of financial documents.

There is no other information or additional documents requested or required by either party which in any way hinders or delays either party's intent or desire to agree upon the provisions herein and to enter into this Consent Final Judgment of Dissolution of Marriage.

31. **TAX ADVICE:** Each party has had opportunity to retain their own certified public accountant, accountant, tax advisor, or tax attorney with regard to any tax implications of this agreement and Consent Final Judgment of Dissolution of Marriage. Both parties acknowledge that they have not relied upon any tax advice that may be given or received from either their attorney or the mediator in the negotiation of this agreement, or in the execution of or entry into this Consent Final Judgment of Dissolution of Marriage.
32. **EFFECTIVE DATE OF AGREEMENT:** Both parties acknowledge that this agreement, including all provisions contained in this Consent Final Judgment of Dissolution of Marriage, shall be enforceable and binding upon the parties as a contract, effective upon the date of full execution by all parties, even prior to entry of this Consent Final Judgment of Dissolution of Marriage by the Court.
33. **FULL AND FINAL SETTLEMENT:** The parties understand and acknowledge that the provisions of this Consent Final Judgment of Dissolution of Marriage constitute the entire agreement between the parties, and constitute a full and final settlement of all pending issues between them, with the exception of any issues which are specifically reserved for further Court determination. Each party acknowledges that there is good, valuable, and sufficient consideration with regard to entry into this Consent Final Judgment of Dissolution of Marriage.

A blue ink signature of Hila Michelle Walling, enclosed in a blue rectangular box with "DS" in the top left corner.

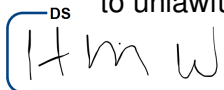
HMW

A blue ink signature of Brian Stephen Walling, enclosed in a blue rectangular box with "DS" in the top left corner.

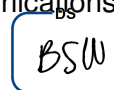
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34. **INCORPORATION OF JUDGMENT:** The parties agree that the terms and provisions of this agreement shall be incorporated as enforceable provisions of a Consent Final Judgment of Dissolution of Marriage upon entry by the Court.
35. **MEDIATION ACKNOWLEDGEMENT:** Both parties acknowledge that the Mediator has not given them any advice, nor have they relied upon the Mediator with regard to their voluntary entry into this agreement and Consent Final Judgment of Dissolution of Marriage. Both parties acknowledge that the Mediator has not advised them regarding any specific outcome which would have resulted in Court, based upon the facts or circumstances involved in this case. Both parties acknowledge that the mediator has not advised them or told them what decision they should make in agreeing upon the terms or provisions of this Consent Final Judgment of Dissolution of Marriage, which decision is based upon the sole, voluntary decision making of each party.
36. **MEDIATION PRIVILEGE AND CONFIDENTIALITY:** Both parties acknowledge that they have been fully informed regarding the rules pertaining to mediation confidentiality. All information that is considered privileged and/or confidential in a Court ordered mediation pursuant to Florida Statutes Chapters 44.401-406, as well as and including appropriate and applicable Federal laws and regulations, shall be privileged and confidential with regard to this mediation by all participants, including all parties, attorneys, experts, corporations or business entities, third parties participating by consent, the mediator, all staff of the foregoing, and any other third party privy to mediation communications.

The parties and/or the attorneys shall make no attempt to compel the Mediator to provide testimony, in any form, regarding any privileged or confidential aspect or communications of this mediation. The parties and/or the attorneys shall make no attempt to unlawfully obtain or coerce disclosure of any privileged or confidential communications

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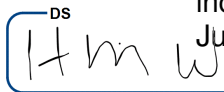
arising from this mediation from the Mediator or any mediation participant.

Should either party attempt to subpoena or otherwise compel the Mediator to testify at deposition or hearing, that party shall be solely responsible for the Mediator's fees and expenses, which shall include preparation time, travel time, and actual time to appear in Court, as well as reasonable fees for the Mediator's attorney and any associated Court costs. The Mediator shall be entitled to receive fees at an hourly rate equaling one and a half (1.5) times the Mediator's regular then prevailing hourly rate at such future date that the Mediator's testimony is compelled. This hourly rate shall apply whether both parties waive their privilege and confidentiality to allow the Mediator to testify, or whether either party attempts to compel the Mediator to testify without success, or actually compels the testimony of the Mediator.

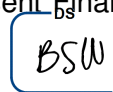
37. **RELEASE:** Except as otherwise provided and ordered by the Court herein, each party shall be fully released by the other party for any right or any obligation existing between the parties as of the date of entry into this Consent Final Judgment of Dissolution of Marriage. Each party accepts the provisions herein as full satisfaction of all rights and obligations regarding equitable distribution of assets and liabilities, all past and current obligations for alimony and/or child support (if applicable), all claims for costs and attorney fees, and any and all other claims which may exist between the parties arising out of the parties' marital relationship, as of the date of entry into this Consent Final Judgment of Dissolution of Marriage.

Specifically, except as otherwise provided in this Consent Final Judgment of Dissolution of Marriage:

A. Each party releases the other party from all claims, including any claims for alimony, property, demands, due debts, rights, or causes of action through and including the date of execution and entry by both parties into this Consent Final Judgment of Dissolution of Marriage.

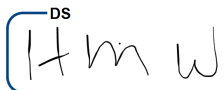
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- B. Except as required to carry out the provisions herein, each party irrevocably releases and relinquishes all claims, rights, and interests arising from the marriage which that party may now have or may hereafter acquire in any real, personal, or mixed property of the other party, whenever and however such property may have been or may be acquired by the other party. Each party represents that all of said real, personal, or mixed property owned by the parties jointly or individually at the time of their marriage, or subsequently acquired jointly or individually, and/or owned by the parties jointly or individually at the time of their separation or acquired thereafter through the date of execution hereof, has been equitably divided and apportioned between them; and each party hereby ratifies and affirms their respective decisions regarding any division of all real, personal, or mixed property and any and all other claims arising from the parties' marriage.
- C. Each party waives, releases, and relinquishes all rights as a legal spouse that he or she may now have or may hereafter acquire under the present or future laws of this jurisdiction, or any other jurisdiction, including but not limited to the following:
- i. To elect to take against any will or codicil of the other party currently in effect, except as provided by will or codicil executed after the date of entry into this Consent Final Judgment of Dissolution of Marriage, as allowable by law.
 - ii. To share in other party's estate and/or to exercise any right of dower or curtesy which he or she may now have or may hereafter acquire in the other party's estate, except as provided by will or codicil executed after the date of entry into this Consent Final Judgment of Dissolution of Marriage.
 - iii. To act as administrator or executor of the other party's estate, except as provided by will or codicil executed after the date of entry into this Consent Final Judgment of Dissolution of Marriage.

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D. Except as specifically provided herein, each party waives, releases, and relinquishes all homestead rights, protection and/or exemptions which he or she may otherwise be afforded under Article 10, Section IV of the Florida Constitution, as it pertains to any and all obligations of either party to the other party under this Consent Final Judgment; (i.e., judgments by one party against the other shall attach to such party's interest and homestead).

38. **RETENTION OF JURISDICTION:** This Court specifically reserves jurisdiction of this case and the parties to modify and/or enforce paragraphs 2 through 38 as allowable by law. Further, the Court reserves jurisdiction to enter any and all other and further orders, writs, or process requisite or necessary to enforce and to carry out the intent of the provisions of this Consent Final Judgment of Dissolution of Marriage.

DONE AND ORDERED at Saint Augustine, St. Johns County, Florida, this ____ day of _____, 2024.

[Handwritten Signature]
5/20/2024 2:57 PM DR23-1179
CIRCUIT JUDGE

e-Signed 5/20/2024 2:57 PM DR23-1179

CONSENT OF THE PARTIES

The parties hereby consent to entry of this Consent Final Judgment of Dissolution of Marriage. By affixing their signatures hereon, the parties agree that this Consent Final Judgment of Dissolution of Marriage shall be construed and enforceable as an agreement and contract, whether or not this Consent Final Judgment of Dissolution of Marriage has been entered by the Court. Each party hereby attests and acknowledges that they have read this Consent Final Judgment of Dissolution of Marriage and have sought or have had opportunity to seek legal counsel regarding entry into this Consent Final Judgment of Dissolution of Marriage. The parties understand that the provisions to which they have agreed herein may be different than the provisions and outcome which may have been ordered if they submitted their case to the Court.

[Handwritten Signature: HMW]

HMW

[Handwritten Signature: BSW]

BSW

for determination. The parties have freely elected to not submit their case for determination by the Court, and instead have freely and voluntarily agreed to be bound by entry into this Consent Final Judgment of Dissolution of Marriage.

DATED this 15th day of May, 2024, at Jacksonville, Duval County, Florida via DocuSign.

The parties' and attorneys' original signatures are not required on this document, and this document and execution hereof via DocuSign, PDF, email, facsimile, etc. shall suffice as an "original" signature in order to facilitate and expedite the execution and signing of this Consent Final Judgment of Dissolution of Marriage.

DocuSigned by:
Hila Michelle Walling
A58E5C181E6148A...
Hila Michelle Walling, Wife

DocuSigned by:
Brian Stephen Walling
09EEBFD92A0C4F9...
Brian Stephen Walling, Husband

DocuSigned by:
Julia McLaughlin
D66CCEA985894EE...
Julia H. McLaughlin, Esquire
Florida Bar No.: 117157
Attorney for Wife

DocuSigned by:
Michael L. Duncan
2A94DEE510F54A0...
Michael L. Duncan, Esquire
Florida Bar No.: 50946
Attorney for Husband

DocuSigned by:
Jonathan A. Zahler
50030A6DB14D4C0...
Jonathan A. Zahler
Florida Supreme Court Certified
Family & Appellate Mediator

Copies furnished to:

Michael L. Duncan, Esquire
mikeduncan@mikeduncanlaw.com

Julia H. McLaughlin, Esquire
juliam@4womenlaw.com

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Hmw
HMW

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BSW
BSW