

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT,
IN AND FOR ORANGE COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

Case No.: 2021-DR-8650

ASAEL RODRIGUEZ

Petitioner,

and

KIRA D. RODRIGUEZ,

Respondent.

_____ /

MARITAL SETTLEMENT AGREEMENT

This Agreement is made in connection with an action for dissolution between ASAEL RODRIGUEZ (referred to as "Petitioner" or "Husband" herein) and KIRA D. RODRIGUEZ (referred to as "Respondent" or "Wife" herein) who are sworn and agree as follows:

W I T N E S S E T H:

WHEREAS, Husband and Wife ("the parties") were duly married to one another on September 24, 2005; and

WHEREAS, each the parties have been continuous residents of the State of Florida for more than six months; and

WHEREAS, the parties last resided together with the intent to remain married in Orange County, Florida; and

WHEREAS, the parties agree that the Ninth Judicial Circuit Court, in and for Orange County, Florida, has jurisdiction over them, this action, and is the appropriate venue for the dissolution of their marriage; and

 Husband

KDR
_____ Wife

WHEREAS, the parties have three minor children in common, to wit: A.K.R., born June 6, 2005, Z.L.R. born February 4, 2008, O.M.R. February 11, 2011. The parties do not have any adopted minor children, Wife is not pregnant, and no further issue is expected;

WHEREAS, unfortunate and irreconcilable differences exist, the parties' marriage is irretrievably broken, and efforts at reconciliation are not reasonably likely to succeed;

WHEREAS, this Agreement settles all issues arising in and out of the parties' marriage and its anticipated dissolution outside of the issues that pertain to the Child; those issues are outlined the Parenting Plan which is attached or delivered with along with this Agreement,

WHEREAS, each party represents that he or she has been represented by the legal counsel of his or her choosing, or has had the opportunity to seek legal counsel, and has chosen to proceed without it, Wife being represented by Edward E. Emrick IV, Esq. and the law firm of DeWitt Law and Husband is being represented by Kelly Hedum, Esq.; and

WHEREAS, neither party has been adjudicated incompetent; and

WHEREAS, both parties are over the age of eighteen; and

WHEREAS, neither party is under the influence of any mind-altering substance to the extent that their normal faculties are impaired; and

WHEREAS, both parties fully understand all the terms, conditions and provisions of this Marital Settlement Agreement; and

WHEREAS, each of the parties is entering into this Agreement with sufficient information and/or disclosure of the other parties' financial circumstances freely and voluntarily, without coercion, duress, or undue influence, and believes the terms of this Agreement to be fair, just and reasonable; and

 Husband

KDR  Wife

NOW, THEREFORE, in consideration of the mutual promises, agreements, covenants and conditions herein contained, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, it is hereby mutually covenanted and agreed between Petitioner and Respondent as follows:

1. INCORPORATION OF RECITALS: The clauses contained above are true and correct, and the parties incorporate said clauses into this Agreement by reference, with the same force and effect as if each clause were restated verbatim herein.

2. CONSIDERATION. The consideration for this Agreement is the mutual benefits to be obtained by the parties and the promises made by each party to the other.

3. NON-WAIVER: The failure of either party to insist on any one or more instances upon the strict performance of the terms and provisions of this Agreement shall not be construed as a wavier or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless in writing signed by the party purporting to give the waiver. This provision expressly waives for each party their ability to use the equitable doctrine of laches as an affirmative defense for the enforcement of any of the terms herein.

4. SEPARATION. It will be lawful for the parties at all times hereafter to live separate and apart from one another. The parties shall be wholly free from the other's marital control and authority as if each were single and unmarried. The parties agree that neither of them shall restrain, interfere with, harass or annoy the other, directly or indirectly.



____ Husband



____ Wife

I. EQUITABLE DISTRIBUTION

5. GENERAL DISTRIBUTION: Except as otherwise provided herein, the parties agree that each will keep all assets and liabilities in their own individual names or in their name with any other person not the other spouse. Each party shall keep all assets in their respective possessions except as otherwise specifically provided for herein. Respondent shall immediately deliver to Petitioner any credit cards that are in Petitioner's name and for which Respondent is an authorized user unless otherwise agreed. Petitioner shall also deliver to Respondent any credit cards that are in Respondent's name and for which Petitioner is an authorized user unless otherwise agreed. The parties agree that except as set forth herein, neither of them have any joint liabilities with the other person. If the parties have any credit cards that are in joint names, they will both destroy any cards related to these accounts and close the account(s) or otherwise remove the other from any liability on the debt. The party who incurred charges on joint credit cards will timely pay for those charges they incurred unless otherwise set forth herein. Neither party will incur any liabilities for which the other may be responsible for this date forward. Each party agrees that they shall indemnify and hold the other harmless for any liabilities that they incur or have incurred that are not otherwise distributed herein.

6. FINANCIAL, BANKING AND RETIREMENT ACCOUNTS. Except as otherwise provided herein, the parties shall each retain any accounts in their own individual names.

- a. Respondent's Other Financial Account(s): Respondent shall retain all rights, title, interest, and/or value in any and all trusts, bank, brokerage, pension, retirement or other financial accounts of any form, currently titled solely in her name or in her name with anyone other than Petitioner, which are not otherwise specified herein,


_____ Husband


_____ Wife

including any and all cash, bonds, mutual funds, or other assets within these accounts.

This paragraph constitutes a waiver by Petitioner of any and all other financial assets of Respondent, except as specifically set forth herein.

- b. Petitioner's Financial Account(s): Except as otherwise set forth herein, Husband shall retain all rights, title, interest, and/or value in any and all trusts, bank, brokerage, pension, retirement or other financial accounts of any form, currently titled solely in his name or in his name with anyone other than the Wife, including any and all cash, bonds, mutual funds, or other assets within these accounts.. This paragraph constitutes a waiver by Respondent of any and all other financial assets of Petitioner, except as specifically set forth herein.

7. VEHICLES

- a. **2013 Mazda 6**: Petitioner shall retain all rights, title, interest, and/or value in the parties' 2013 Mazda 6. Petitioner shall provide Respondent any documents to remove her name from the title of the vehicle and Respondent shall return those documents, signed, to Petitioner within ten days of receipt of the same. Upon the execution of this agreement, Petitioner shall not be liable to Respondent or to any third persons for Respondent's use of the 2013 Mazda 6 or that of any person who was authorized by Respondent to use the vehicle, including, but not limited to, insurance, registration, loan payments, speeding tickets, toll violations, toll payment accounts such as SunPass, speeding tickets, parking tickets, accidents, or property damage. Upon the execution of this Agreement, Petitioner shall immediately become responsible for any and all insurance payments, and/or any judgments or liabilities associated with

 Husband

KDR
 Wife

insurance claims relating to the vehicle referenced in this paragraph indemnify and hold Respondent harmless therefrom.

- b. **2014 Mazda CX5**: Respondent shall retain all rights, title, interest, and/or value in the 2014 Mazda CX5. Respondent shall provide to Petitioner any documents necessary to remove his name from the title of the vehicle, if necessary, and Petitioner shall return those documents, signed, to Respondent within ten (10) days of the receipt of the same. Upon the execution of this agreement, Respondent shall not be liable to Petitioner or to any third persons for Petitioner's use of the vehicle referenced in this paragraph, including, but not limited to, loan payments, insurance, registration, speeding tickets, toll violations, toll payment accounts such as SunPass, speeding tickets, parking tickets, accidents, or property damage. Wife agrees that she shall refinance this vehicle, trade it in, or otherwise take action to remove Husband from any and all liabilities associated with this vehicle within 60 days of the entry of a Final Judgment of Dissolution of Marriage in this matter.

8. **Household Goods and Furniture**: Except as set forth herein, Respondent shall retain any and all property and furniture currently in her possession or under her control and Petitioner shall retain any and all property or furniture currently in his possession or under his control.

- a. **Other Property**: The parties agree that they shall cooperate in providing to the other party any original documents in their possession that the other party may need in order to handle their personal affairs, such as their taxes or estates. Should either party still have any clothing or small personal effects at the residence of the other party, other they will cooperate in exchanging said property.

 Husband

KDR Wife

9. LIABILITIES. The parties shall each retain any and all debts that each of them has in their own individual names, including, but not limited to, any and all credit cards, student loans, medical bills, or any other debts or liabilities which they may have. The parties agree that they shall indemnify and hold the other harmless from any such debts. Wife is not responsible for any credit cards, student loans, medical bills, or any other liabilities that Husband may have incurred on his own since July 6, 2021.

10. EQUITABLE DISTRIBUTION EQUALIZING PAYMENT. As equitable distribution of property for support purposes, the Husband shall pay to the Wife an equalization payment of \$22,800.00 via QDRO from one or all of his retirement accounts, including, but not limited to the his AHRP 401a Plan, his AHRP 403b plan, and/or his Goodyear Savings Plan for Retail Employees. The parties shall equally be responsible for any and all costs associated with obtaining the Qualified Domestic Relations Order or other Orders necessary to pay to Wife this amount and shall hire any necessary individuals to prepare such orders within thirty days of the execution of this Agreement. Husband shall provide any and all documents necessary to complete the order(s) and submit them to the individual he hires to prepare the orders within 45 days of the execution of this Agreement. Once the order(s) are complete Husband shall ensure they are immediately submitted to Wife's counsel and/or the Court for review and entry.

SUPPORT

11. ALIMONY. Other than as set forth herein, each party forever waives any and all right they may have to any form of alimony, including, but not limited to, temporary alimony, bridge-the-gap alimony, lump sum alimony, durational alimony, rehabilitative alimony, or permanent alimony, whether now or in the future.

 Husband

KDR  Wife

12. CHILD SUPPORT: The parties agree that there are no child support arrearages so long as the Husband begins paying child support as set forth herein. The Husband shall pay the Wife the sum of \$517.00 per month for the support and maintenance of the minor children of the parties. Said child support payments shall be paid directly to the Wife on the 1st day of the month following the signing of this Marital Settlement Agreement and shall continue on the 1st day of each and every month thereafter until a Final Judgment is entered directing such payments to be made to the Clerk of the Court or the State of Florida, Disbursement Unit. Thereafter, said payments shall be paid through the Clerk of the Court or the State of Florida, Disbursement Unit (whichever is required) on the 1ST day of each and every month and a like sum on the same day each and every month thereafter until a child marries, becomes self-supporting, dies, enters military service, permanently departs the residence of the Wife, or reaches the age of eighteen, whichever event first occurs. However, if said child support has not terminated for a child for other reasons mentioned herein and if the child is between the age of eighteen and nineteen and is still in high school performing in good faith with a reasonable expectation of graduation before the age of nineteen, said child support shall continue until said child graduates from high school or reaches the age of nineteen, whichever event first occurs. After the first of the parties' children is no longer eligible for child support, the child support shall automatically decrease to \$438.00 per month. The child support described herein shall cease automatically, and without the necessity of a Court order, when the duty for paying child support ends as set forth above. After the first and second of the parties' children are no longer eligible for child support, the child support shall automatically decrease to \$325.00 per month for the remaining minor child. The child support described herein shall cease automatically, and without the necessity of a Court order, when the duty for paying child support ends as set forth above.

 Husband

KDR  Wife

13. DEPENDENCY EXEMPTION. The Father shall receive any and all tax benefits of claiming the minor child O.M.R. every year until the older two minor children are both no longer eligible for child support, at which time, the parties shall alternate the dependency exemption for this child with the Mother claiming the child for the first tax year when neither of the other two children are eligible. The Mother shall receive the dependency exemption and tax related benefits for the other two children every year.

14. ATTORNEY FEES. Each party agrees to pay their own attorney's fees. Any party breaching the terms of this Agreement will pay the non-breaching party's reasonable attorney's fees, suit money, and costs in any subsequent enforcement action.

III. OTHER PROVISIONS

15. TAXES: The parties agree that they are filing taxes as Married filing separately for 2022 and that each of them is individually responsible for their own tax liabilities and individual entitled to any refunds.

16. HEALTH INSURANCE: The Husband agrees that he shall be responsible for his own future medical, hospitalization, doctor, dental, prescriptions, and all other similar expenses and that he shall be responsible for maintaining his own medical insurance policy after the date of entry of the Final Judgment of Dissolution of Marriage. Wife agrees that she shall be responsible for her own future hospitalization, doctor, dental, prescription drugs, and all other similar expenses and that she shall be responsible for maintaining her own medical insurance policy after the date of the entry of the Final Judgment of Dissolution of Marriage.

17. The Wife shall maintain hospitalization, doctor, dental and medical insurance coverage in the same amounts and coverage as are presently in existence, or its equivalent, for the minor children, so long as said child shall be entitled to support. The cost of said insurance,

 Husband

KDR  Wife

and credit to the Mother for initially paying for said insurance, shall be calculated into the child support amount.

18. The party providing the minor child's health insurance agrees to provide the other party all insurance identification cards, claim forms, and any other documentation needed by the other party in order to fully utilize the provisions of this section, and upon a reasonable request by the other party, the party providing the children's health insurance agrees to supply to the other party all the necessary information and documents in order for the other party to verify that the provisions of this paragraph are being complied with. The party providing the children's health insurance further agrees to authorize the medical insurance company to notify the other party if the provisions of this section are not being complied with and further supply the other party directly with any information for the other party to verify that this paragraph is being complied with. Both parties agree to fully cooperate in performing all of those acts and executing all those documents necessary to facilitate the use of said medical insurance by the other party.

19. UNCOVERED MEDICAL EXPENSES OF MINOR CHILDREN: The parties shall share the cost of all reasonable and necessary medical, orthodontic, optical, prescription drug, hospitalization, and psychiatric expenses not covered by the aforesaid health-insurance policy, including, but not limited to, deductibles, co-pays, and any other uncovered expenses equally. In the event that either party is required to pay or advance sums to health care providers for the benefit of the minor child, that party shall furnish receipts to the other within thirty (30) days of their payment of that expense or waive their right to reimbursement. The party receiving such receipt shall reimburse the party advancing costs within thirty days of the date the receipts are furnished or object to the expense. A party may object to an expense if it is not reasonable and necessary or was obtained without consent and does not meet the emergency criteria set


_____ Husband

KDR
_____ Wife

forth herein. Both parties shall cooperate together in submitting claims for reimbursement to insurance carriers. The party advancing costs to health care providers for the benefit of the minor child shall be entitled to receive the benefit of any insurance reimbursement payment, except to the extent that that party has already been reimbursed by the other party, in which case the reimbursed portion shall be returned to the party who paid.

20. RESPONSIBILITY FOR FUTURE PURCHASES: Except as otherwise provided herein, the parties each agree to and will be solely responsible for and individually pay any and all debts and obligations incurred by each of them for personal use from July 6, 2021 forward and they further agree to indemnify and shall hold the other party harmless from any damage, expense, obligation, lawsuit or legal action brought against the other party on account of and or the collection of the same.

21. NEGOTIATIONS: This Agreement is a result of joint negotiations between the parties and/or their attorneys, and therefore is deemed to have been jointly drafted.

22. FINANCIAL INFORMATION: Each party understands and represents that he or she can elect not to enter into this Agreement and can instead have a trial and present testimony and evidence for the Court to determine the entire outcome of their dissolution of marriage action. Each party nevertheless prefers to resolve the issues in this case between themselves. In entering into this Agreement, each party represents that he or she believes that he or she has sufficient financial information and at least a general understanding of the financial issues so as to make an intelligent decision in this cause, and, except for financial affidavits, each waives entitlement to discovery and to receive additional documents pursuant to the Florida Family Law Rules of Procedure.


_____ Husband

KDR
_____ Wife

23. EXECUTION OF DOCUMENTS: Each of the parties' hereafter shall execute all documents and instruments reasonably necessary to carry out the terms of this Agreement.

Should it become necessary in the future to affect the sale or transfer of any property belonging to any party, each party will sign all reasonable papers and documents requisite or necessary for the complete of such transactions.

24. INDEPENDENT LEGAL REPRESENTATION: Each party has retained his or her own legal counsel in this cause or has been made aware of his or her right to counsel, and has voluntarily remained unrepresented. Each party has consulted financial consultants and certified public accountants or has had the opportunity to do so. Each party understands that they have been fully informed, or have the right to have been fully informed of their legal rights and obligations and each party is signing this Agreement without duress or undue influence, freely and voluntarily, intending to be bound by it.

25. TAX CONSEQUENCES: The parties acknowledge that there may be certain tax consequences as a result of their entering into this Agreement, and they have consulted either a tax attorney or certified public accountant to satisfy themselves of the tax consequences prior the execution of this Agreement, or have had the opportunity to do so.

26. SEVERABILITY. This Agreement is severable. If any portion or section hereof is unenforceable, this shall not render the remainder of the Agreement unenforceable.

27. NO REPRESENTATION REGARDING INTEREST OR VALUE. The parties have requested that no title examination and/or appraisals be made as to the ownership interest any may have in and to the real and personal property referenced in this Agreement. The attorneys for the respective parties hereto are released and indemnified for any errors therein



____ Husband



____ Wife

contained and have only included the information given to them by the parties, without making representation as to the accuracy of the ownership interest or values thereof.

28. TIME IS OF THE ESSENCE: The parties agree that time is of the essence with respect to any and all time frames set forth herein and that one party or the other may be damaged by a failure to comply with the time frames set forth in this Agreement. To the extent one party or the other violates a provision of this Agreement by failing to timely comply, that party shall be liable to the other for any actual damages to the non-breaching party as a result of the failure to timely comply in addition to any other remedies available to the non-breaching party at law or in equity.

29. MUTUAL RELEASES: Except as otherwise provided in this Agreement, each party releases the other from all claims or demands up to the date of the execution of this Agreement. Except as to the enforcement of rights and property interests granted to each party under this Agreement, each party hereby waives, releases, and relinquishes all rights that he or she may now have or may hereafter acquire as the other party's spouse against the property or estate of the other under the present or future laws of any jurisdiction, including, but not limited to, the following:

- a. To receive an intestate share of the other's estate.
- b. To claim an elective share of the other's estate.
- c. To receive a share under the existing will or trust of the other.
- d. To homestead rights as the surviving spouse.
- e. To claim exempt property.
- f. To claim a family allowance.
- g. To act as personal representative of the other party's estate.


_____ Husband

KDR
_____ Wife

- h. To receive any distribution as a beneficiary from a trust established by the other.
- i. To act as trustee or in any other fiduciary capacity under a trust established by the other.

30. EFFECTIVE DATE: The Effective Date of this Agreement shall be the date the last party executes same.

31. EVIDENCE: This Agreement shall be offered in evidence by either party in any dissolution of marriage action and shall be incorporated by reference in any final judgment that may be rendered. Notwithstanding incorporation in the final judgment, however, this Agreement shall not merge with the judgment, but shall survive it and be binding upon the parties for all time.

32. BINDING EFFECT: The covenants contained herein shall bind and the benefits and advantages shall inure to the parties' respective heirs, successors, personal representatives and assigns.

33. LAW: This Agreement shall be construed and interpreted pursuant to the laws of the State of Florida.

34. RECONCILIATION: Reconciliation will not affect the provisions of this Agreement unless otherwise memorialized in writing, signed by each of the parties.

35. CAPTIONS/HEADINGS: The captions/headings appearing in this Agreement have been inserted for the purpose of convenience and reference. They do not purport, and shall not be deemed, to bind, limit, or extend the scope or intent of the clauses to which they have been appertained.


_____ Husband

KDR
_____ Wife

36. MODIFICATION: No addendum, modification, or waiver of any terms of this Agreement shall be effective, unless in writing, signed by both parties, and executed with the same formality of this Agreement, except by Court order.

37. WAIVER OF APPEARANCE AT FINAL HEARING: Each party expressly waive his or her right of personal appearance at the final hearing to be set and held in that cause of action, if so permitted by the Court, and the parties respectively ask that the Court approve, ratify, confirm, and adopt this Agreement and incorporate same into a Final Judgment of Dissolution of Marriage.

38. FULL AGREEMENT: Each party understands and agrees that this Agreement constitutes the entire contract of the parties as to the issues addressed herein; it supersedes any prior understandings or agreements on the subjects covered in this Agreement. There are no representations or warranties other than those set forth herein. The parties acknowledge that this Agreement constitutes the full, complete, and final settlement of alimony rights, property rights, liabilities, and other responsibilities between the parties hereto, and it is further a full, complete, and final settlement of all known claims of any nature whatsoever that either party may have against the other in relation to the contemplated dissolution of their marriage.

39. ELECTRONIC SIGNATURES: Facsimile/email/electronic signatures shall be deemed as original signatures for the purposes of binding the parties to the terms of this Agreement. Further, this Agreement may be signed in counterparts and may be filed in the Court record and introduced in evidence as such, and each of such counterparts, whether an original or an electronic signature, shall make up the entire Agreement.


_____ Husband

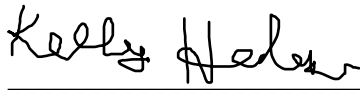
KDR
_____ Wife

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth above.


By signing below, each party swears or affirms that the information contained in this document is true and accurate and is signing freely and voluntarily, intending to be bound by this Agreement.




ASAEL RODRIGUEZ,
Husband



KELLY HEDUM, ESQ.
Attorney for Husband



KIRA D. RODRIGUEZ,
Wife



EDWARD E. EMRICK, IV, ESQ.
Attorney for Wife.



Husband



Wife