

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

Case No.: 18-1552-DR
Division: DOMESTIC RELATIONS

JOSEPH EDWARD FIORINI,
Petitioner,

and

SUSAN LORRAINE FIORINI,
Respondent

MARITAL SETTLEMENT AGREEMENT

This Agreement is made in connection with an action for dissolution which has been filed between JOSEPH EDWARD FIORINI, referred to as "Husband" herein, and SUSAN LORRAINE FIORINI, referred to as "Wife" herein, who are sworn and agree as follows:

WHEREAS, the parties hereto were married to each other on or about April 4, 2014, and separated on or about June 21, 2018;

WHEREAS, there are no minor children involved in this action, Wife is not pregnant, and none are expected;

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

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

WHEREAS, the parties wish to settle between themselves, now and forever, their respective rights, duties, and obligations regarding spousal support, property and liabilities and have been discussing the terms of this agreement for several months;

WHEREAS, the parties have complied with the requirement to file and serve Financial Affidavits and each party understands that Rule 12.285 Family Law Rules of Procedure requires the mandatory disclosure and exchange of documents including documents relating to the assets and liabilities of each party. Each party has exchanged their compliance materials and complied with the Mandatory Disclosure provision in the divorce proceeding and hereby waive any further exchange of documents;

WHEREAS, each party has carefully read this Agreement and understands its terms and



1



Exhibit "A"

consequences, and each party believes that this Agreement is fair, just, and reasonable;

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

WHEREAS, each party is represented by independent legal counsel and has had sufficient opportunity to consult with independent counsel of his or her choice, before signing this agreement;

WHEREAS, each party fully understands the facts as to his or her legal rights and obligations;

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

ARTICLE I REAL PROPERTY

12153 Minnesota Avenue, Punta Gorda, Florida 33955

1.1 Husband owns residential real property which is Husband's homestead, known as 12153 Minnesota Avenue, Punta Gorda, Florida 33955 which is legally described as;

Lot 3, Block 99, Tropical Gulf Acres, Unit No. 6, according to the Plat thereof, as recorded in Plat Book 3, Page(s) 67A through 67F, inclusive, of the Public Records of Charlotte County, Florida.

currently titled in the name of Joseph E. Fiorini is confirmed to Joseph Edward Fiorini as his sole and separate property and Susan Lorraine Fiorini acknowledges and agrees she has no right, title or interest in this real property and who hereby waives any and all homestead rights she may have in said property.

ARTICLE II DIVISION OF ASSETS AND LIABILITIES

Division of Assets

2.1 Husband shall receive exclusive ownership in the following assets and items which shall be confirmed as Husband's sole and separate property free from any claims by Wife and Wife waives and releases any and all claim or interest in such assets and items:

A. All bank accounts Husband's name or for his benefit.

B. All Retirement accounts in Husband's name, including but not limited to Husband's retirement benefits with Florida Retirement System (FRS) Pension Plan, Voya Financial Quintaflex-457 plan, AXA Equitable 457(b) plan and Capital Group 457 plan with American Funds.



- C. All of Husband's employment benefits with Charlotte County Sheriff's Department.
- D. Husband's separate interest and all of the marital interest in T.G.A. Enterprises, Inc., a Florida Corporation. Said interest includes but is not limited to all tangible and intangible assets, accounts receivable, real property, corporate debt and liabilities including the Mortgage on any commercial property and lease agreements for leased equipment. Husband assumes the interest in the company, including the assets and liabilities, and agrees to indemnify and hold Wife harmless therefrom.
- E. Husband's separate and all of the marital interest in Fiorini Broadcasting, LLC, a Florida Limited Liability Company. Said interest includes but is not limited to all tangible and intangible assets, accounts receivable, real property, corporate debt and liabilities including the Mortgage on any commercial property and lease agreements for leased equipment. Husband assumes the interest in the company, including the assets and liabilities, and agrees to indemnify and hold Wife harmless therefrom.
- F. 2014 Mini Cooper Countryman vehicle in Husband's name.
- G. 2006 Maserati in Husband's name.
- H. All furniture, furnishings and personal belongings including any jewelry, artwork or watches in Husband's possession and located in the real property awarded to Husband pursuant to Article 1 above (subject to the items to be returned to Wife listed in Article 2.2.E. below).

2.2 Wife shall receive exclusive ownership in the following assets and items which shall be confirmed as Wife's sole and separate property free from any claims from Husband and Husband waives and releases any and all claim or interest in such assets and items:

- A. All bank accounts in Wife's name or for her benefit.
- B. All retirement accounts in Wife's name, including but not limited to Wife's 401k/IRA plan with Home Depot Future Builder Plan.
- C. All of Wife's employment benefits with Home Depot.
- D. 2018 Honda HR-V in Wife's name.
- E. All furniture, furnishings and personal belongings including any jewelry, artwork or watches in Wife's possession. In addition, Husband will provide Wife with the following personal property: Wife's laptop computer and all cables, Wife's external hard drive and all cables, Healthcraft cookware set, clear serving platter, record albums belonging to Wife and her father, Wife's cookbooks, set of round mirrors in master bath, Wife's Betty Boop items, Michael's senior picture, and two director chairs. (Husband is not sure whether


JEF


SLF

the Cuisinart panini press, pizza stone or microwave popcorn popper are in his possession-if located they will be provided. The parties' daughter, Cassie, has the Cuisinart slow cooker and Wife's senior picture.)

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

2.4 For the business entities awarded to Husband herein, Husband shall use his best efforts to remove Wife from any loans she is an obligor, or refinance the company/corporate debt Wife is an obligor. Should Husband be unsuccessful in removing Wife's name from the company debt, he shall apply for a refinance of the debt within 6 months of entry of the Final Judgment and provide Wife's attorney with a confirmation he has submitted a refinance application, and the lender's response thereto. Should the refinance attempt be unsuccessful, Husband shall make continued refinance applications every 6 months thereafter until he is successful in refinancing the debt to remove Wife as an Obligor. Husband shall provide Wife's attorney with a confirmation of his submission of his refinance applications, and the lender's responses thereto. Should Husband fail to provide Wife's attorney with confirmation of his submissions of a refinance application, and the lender's response thereto as required, Husband shall pay \$150 to Wife's attorney for each time he fails to provide the 6 month report, until such time as the debt is refinanced.

Division of Liabilities

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

- A. All mortgages and liens on the real property awarded to Husband in Article I above.
- B. All loans on the vehicles awarded to Husband in paragraph 2.1 above.
- C. All credit card and consumer debt in Husband's name.
- D. Great Lakes Student loan in Husband's name.

2.5 Wife shall pay the following debts, liabilities and obligations, and shall indemnify and hold Husband and his property harmless from any failure to pay the same:

- A. All loans on the vehicle awarded to Wife in paragraph 2.2 above.
- B. All credit card and consumer debt in Wife's name.

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

2.7 Neither party shall hereafter incur any obligation or liability for which the other



party will be liable.

**ARTICLE III
EQUITABLE DISTRIBUTION PAYMENT**



**ARTICLE IV
ALIMONY**



**ARTICLE V
OTHER PROVISIONS**

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

5.2 2020 Income Tax Returns. The parties shall file separate tax returns for tax year 2020 and thereafter.

5.3 Each party shall timely pay his or her tax liability in connection with the tax return filed by the party and tax return refunds, shall belong to the filing party.

5.4 Wife's name shall be restored to Susan Lorraine Whipple.

**ARTICLE VI
COURT COSTS, MEDIATION FEE AND ATTORNEY'S FEES**

6.1 Each party shall be responsible for their own attorneys' fees and costs incurred through entry of the Final Judgment and neither party shall owe the other party's fees and costs incurred herein.

**ARTICLE VII
GENERAL PROVISIONS**

7.1 Waiver of Service of Notice of Final Hearing and Consent to Entry of Final Judgment. Husband and Wife each hereby waive notice of service of final hearing and trial in this cause, consent to the personal jurisdiction of the court over each of them and agree to the entry of

A handwritten signature in black ink, appearing to be "JBF", with a horizontal line extending to the right.

A handwritten signature in black ink, appearing to be "SLP", enclosed within a circular stamp or seal.

a Final Judgment of Dissolution of Marriage, incorporating this Marital Settlement Agreement in such Final Judgment, without further notice or hearing.

7.2 Free and Voluntary. Each party is signing the Agreement freely and voluntarily, intending to be bound by it. Neither party has coerced or threatened the other to obtain his or her consent to entering this agreement.

7.3 Other Information or Instruments. Each party agrees to provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Agreement. If either party fails or refuses to execute the necessary documents to effectuate this Agreement, this Agreement shall operate as a grant, conveyance, or other transfer essential to carry out the terms and conditions herein.

7.4 Nondischargeable in Bankruptcy. All terms of this Agreement pertaining to the division of marital property, including but not limited to any hold harmless or indemnification provisions, are specifically intended by the parties to be nondischargeable as to the other party in the event of a Chapter 7 bankruptcy.

7.5 Mutual Release. Each party waives, releases and relinquishes any actual or potential right, claim or cause of action against the other party, including but not limited to asserting a claim against the estate of the other party, homestead rights under the Florida Constitution, right to an elective share of the other party's estate, right to a family allowance or exempt property, or to act as a personal representative of such estate, except as otherwise provided for in this Agreement or arising hereunder.

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

7.7 Reconciliation. This Agreement and its provisions shall survive a reconciliation or remarriage by the parties, and none of the provision of this agreement shall be abrogated in any way without further written agreement of the parties.

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

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

7.10 Severability. This Agreement is severable, and if any term or provision is



determined to be unenforceable, this shall not render the remainder of the Agreement unenforceable.

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

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

7.13 Remedies for Enforcement. The terms and provisions of this Agreement are enforceable in contract, in addition to any remedies for enforcement that may also be available under any final judgment of dissolution of marriage entered between the parties. The agreement may be enforced by either party's heirs, beneficiaries or estate.

7.14 Legal Interpretation. The laws of Florida shall govern the validity, construction, interpretation, and effect of this Agreement.

7.15 Reservation of Jurisdiction. The Court retains jurisdiction over the parties and subject matter of the action to enforce the terms of this Agreement.


7.16 Date Agreement Effective. This Agreement shall take effect on the date on which the last of the two parties signs the agreement.

7.17 Action for Dissolution of Marriage. An action to dissolve the parties' marriage has been or will be filed in Florida Circuit Court and both parties' consent to the Court's jurisdiction over this matter and the parties. This Agreement is a complete settlement of all matters arising, which will be brought in that action. This Agreement shall be introduced into evidence in the Dissolution of Marriage action and incorporated in the Final Judgment of Dissolution of Marriage. However, the parties do not intend for it to be merged into the Final Judgment. Rather, the parties intend for this Agreement to survive the Final Judgment and be binding on the parties for all time.



I, Joseph Edward Fiorini, certify that I have been open and honest in entering this Agreement. I am satisfied with this Agreement and intend to be bound by it.

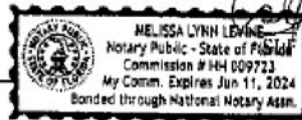
Dated: October 16, 2020

STATE OF FLORIDA
COUNTY OF CHARLOTTE


Joseph Edward Fiorini

Sworn and subscribed by Joseph Edward Fiorini, who personally appeared before me, who is personally known to me and who did not take an oath on this 16th day of October, 2020.


Notary Public: 



I, Susan Lorraine Fiorini, certify that I have been open and honest in entering this Agreement. I am satisfied with this Agreement and intend to be bound by it.

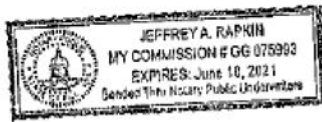
Dated: 10/21, 2020


Susan Lorraine Fiorini

State of FL

Charlotte County

Sworn & subscribed to me By Susan Fiorini, Personally,
From to me on this, the 21st day of OCTOBER, 2020.








SLF