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APPENDIX A
Second District per curiam affirmance — June
3, 2026

A · PCA · 1

DISTRICT COURT OF APPEAL OF FLORIDA

SECOND DISTRICT

ANTOINE LENOIR JENKINGS,
Appellant,

v.

ANDRETTA WHITE-JENKINS,
Appellee.

No. 2D2025-2821

June 3, 2026

Appeal from the Circuit Court for Hillsborough
County; Lindsay M. Alvarez, Judge.

Antoine L. JenKings, pro se.

No appearance for Appellee.

PER CURIAM.

Affirméd.

NORTHCUTT, SMITH, and GUARD, JJ., Concur.

Opinion subject to revision prior publication.

APPENDIX B
Order striking filings and permitting
replacement — October 30, 2025

B • October 30 appellate order • 1

**DISTRICT COURT OF APPEAL OF THE
STATE OF FLORIDA
SECOND DISTRICT**

1700 N. Tampa Street, Suite 300, Tampa FL 33602

October 30, 2025

ANTOINE L. JENKINGS, I, APPELLANT(S)
V.

ANDRETTA WHITE-JENKINS, APPELLEE(S).

CASE NO.: 2D2025-2821

L.T. No.: 19-DR-018205

BY ORDER OF THE COURT:

Appellant has filed an initial brief in multiple parts, an appendix, and various record items. The initial brief does not contain citations to the record. See Fla. R. App. P. 9.210(d)(3). The appendix and record items filed do not comply with Florida Rule of Appellate Procedure 9.220. Accordingly, the following filings from Appellant are stricken: the initial brief, the transcript of September 16, 2025, hearing, the table of citations for initial brief, the transcript of July 8, 2025, hearing, the designation of record on appeal, monthly retiree account statement, and the appendix to initial brief.

By December 30, 2025, Appellant shall file an initial brief in a single filing that fully complies with Florida Rule of Appellate Procedure 9.210(b). The statement of the case and facts must include references to the appropriate pages of the record or

transcript. If Appellant elects to file an optional appendix, it must be filed as a single document and otherwise fully comply with Florida Rule of Appellate Procedure 9.220.

I HEREBY CERTIFY that the foregoing is a true copy of the original court order.

2D2025-2821 10/30/25

Mary Elizabeth Kuenzel, Clerk

2D2025-2821 10/30/25

DS

Served:

HILLSBOROUGH CLERK

B · October 30 appellate order · 2

CASE NO. 2D2025-2821

Page 2

ANTOINE L. JENKINGS, I
KRISTIN RENEE HAYES KIRKNER

APPENDIX C
Military-retirement enforcement order —
October 3, 2025

C · October 3 order · 1

**IN THE CIRCUIT COURT FOR THE
THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY,
FLORIDA**

FAMILY LAW DIVISION

IN RE: THE MARRIAGE OF:

ANTOINE LENOIR JENKINS, Petitioner,

CASE NO.: 19-0018205

DIVISION: I

and

ANDRETTA WHITE-JENKINS, Respondent.

**ORDER GRANTING RESPONDENT'S MOTION
TO ENFORCE FINAL JUDGMENT**

**OF DISSOLUTION OF MARRIAGE
REGARDING MILITARY RETIREMENT**

THIS CAUSE came before the Court on July 8, 2025 on the Respondent's Motion to Enforce Final Judgment of Dissolution of Marriage Regarding Military Retirement. Present before the Court on July 8, 2025 was the Petitioner, ANTOINE LENOIR JENKINS (hereinafter "Petitioner" or Former Husband"), who appeared pro se for that hearing, and the Respondent, ANDRETTA WHITE-JENKINS (hereinafter "Respondent" or "Former Wife") with her attorney, Kristin R.H. Kirkner, Esquire The Court entered an Order Denying Respondent's Motion to Enforce Final Judgment of

Dissolution of Marriage Regarding Military Retirement on July 10, 2025. The Respondent then filed a Motion for Rehearing and Reconsideration of Order Denying Respondent's Motion to Enforce Final Judgment of Dissolution of Marriage Regarding Military Retirement on July 14, 2025, which was granted on July 24, 2025. The matter came before the Court again on September 16, 2025. Present before the Court via zoom on September 16, 2025 were the Petitioner, along with his attorney Donna Buchholz, Esquire, and the Respondent along with her attorney, Ms. Kirkner. The Court, having heard the testimony of both parties on July 8, 2025, the argument of the Petitioner on July 8, 2025 and his counsel on September 16, 2025, and the argument of respondent's counsel on both July 8, 2025 and September 16, 2025, and being otherwise fully advised in the premises, finds as follows:

1. On August 18, 2022, this Court entered a Final Judgment of Dissolution of Marriage, which incorporates by reference the Parties' Marital Settlement Agreement.

C · October 3 order · 2

2. This Court retained jurisdiction over this matter and these Parties in the Final Judgment.

3. The issue before the court is a very narrow one: Can the Court enforce a contract between the parties that was entered into knowingly and voluntarily, even if the contract provides one spouse with a benefit that the Court could not order absent the agreement of the parties? The Court finds that it can enforce an agreement between the parties in this circumstance.

4. The Respondent's Motion to Enforce relates to an indemnification provision contained in the Parties' Marital Settlement Agreement and Final Judgment. The relevant provision is in Paragraph N (9) of the Final Judgment, which states:

(t)he parties stipulate that the Member shall pay 50% of disposable military retired pay per month to the Spouse, in accordance with the military retiree pay schedule, with a dollar-for-dollar reduction for any amount the Spouse receives directly from DFAS. This amount is \$1,838.25 as of July 2022 and shall be increased by COLA on the same schedule and amounts as awarded to military retirees. The parties have established the amount due to the Wife based on the Member's current gross income, VA waiver, SBP premium and CRDP, and although the parties recognize that the Member may alter the nature of his payments in order to maximize his own income, the parties stipulate that the Wife's income shall not be modified based on the elections and action or inaction of the Member, and that the

Member shall indemnify her for any change that results in her receiving less than the dollar amount (50% of disposable military retired pay as of July 2022) provided for hereinabove.

5. The undisputed testimony was:

A. Former Husband currently receives disability pay in lieu of 100% of his military retired pay.

B. At the time the parties entered into the Marital Settlement Agreement, the Former Husband was already receiving some amount of disability pay.

C. The Former Husband participated in the negotiation of the Marital Settlement Agreement and agreed to the specific award to the Former Wife of \$1,838.25 as of July 2022 plus COLA, while knowing that he was receiving disability pay.

D. Both parties agreed to the indemnification provision, knowing that the Former Husband was then receiving disability pay. A dollar amount of \$1,838.25 plus COLA was specifically set forth as the amount the Former Wife would receive regardless of any action or inaction on the part of the Former Husband.

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E. Former Husband's obligation to indemnify the Former Wife was not contingent on his receipt of income from a source other than disability pay.

F. The child support provided for in the final judgment was calculated with the Former Wife receiving \$1,838.25 monthly from the Former Husband, and the Husband's income decreased by the \$1,838.25 paid to the Former Wife.

G. Former Wife receives no payments directly from DFAS.

H. The Former Wife was entitled to receive \$1,838.25 per month for 4 months in 2022, for a total of \$ 7,353.00. Former Husband indemnified the Former Wife for the retired pay in 2022 in the amount of \$7,200.00, leaving a balance owed of \$153.00 for 2022.

I. The Former Wife was entitled to receive \$1,998.18 per month for 12 months in 2023, for a total of \$23,978.16. This is calculated as the amount for 2022 (\$1,838.25) plus the 8.7% COLA. Former Husband indemnified the Former Wife for the retired pay in 2023 in the amount of \$5,868.00, leaving a balance owed of \$18,110.16.

J. The Former Wife was entitled to receive \$2,062.12 per month for 12 months in 2024, for a total of \$24,745.04. This monthly amount is calculated as the amount for 2023 (\$1,998.18) plus the 3.2% COLA. Former Husband did not make any payment to the Former Wife for 2024, and the balance owed is \$24,745.04.

K. The Former Wife was entitled to receive \$2,113.67 per month in 2025, which is calculated as the

amount for 2024 (\$2,062.12) plus the 2.5% COLA. As of the July 8, 2025 hearing, the Former Husband has received 6 months of pay, which is through the entitlement month of June 2025, for a total owed to the Former Wife of \$12,682.02. Former Husband did not make any payment to the Former Wife for 2025, and this amount will increase by \$2,113.67 per month.

6. The Court finds that the Marital Settlement Agreement is a valid and enforceable Agreement.

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7. In initially denying the Motion, the Court relied solely on *Howell v. Howell*, 137 U.S. 1400 (2017). In *Howell*, the parties' divorce decree awarded the wife 50% of the husband's retirement pay. Thirteen years later, the husband applied for and received VA disability pay, requiring him to waive an equivalent amount of retirement pay. The Supreme Court held that a state court may not order a veteran to indemnify a divorced spouse for losses caused by the veteran's election to waive retirement pay to receive service-related disability benefits.

8. Upon reconsideration, the Court finds that issue before the Court in this case is not the award of disability pay to the former spouse. Nor is it a matter of the court ordering indemnification, as it was in the *Howell* case. This case is a question of contractual obligation entered into knowingly and voluntarily by the parties, and the Court's enforcement of that contractual obligation for indemnification.

9. The Former Husband's counsel directed the Court's attention to *Blann v. Blann*, 971 So.2d 135 (1st DCA 2007), which ordered the Member to indemnify the former spouse for the decrease so long as he could do so from a source other than his Veteran's disability benefits. *Howell* is in direct contrast to this ruling, and for that reason, we find that it is no longer good law. Furthermore, the *Blann* case differs from the case now before the Court in that there was not an indemnification provision or a specific dollar amount like the one that is in the Settlement Agreement now before the Court.

10. The Former Husband's counsel directed the Court's attention to *Abernethy v. Fishkin*, 699 So.2d 235, Fla. 1997). This case was abrogated by the *Howell* decision.

11. *Howell* establishes that state courts cannot order a veteran who elects to waive retirement pay for disability pay to indemnify a former spouse for disability benefit elections. *Howell* does not prohibit a veteran from agreeing to use disability benefits as he chooses after receiving them, including paying a former spouse. See, *Jones v. Jones*, 505 P.3d 224, 230 (Alaska 2023), *Yourko v. Yuorko*, 884 S.E.2d 799, 804 (Va. 2023), and *In RE Marriage of Elsa M. Tronsrue*, Docket No. 130596 (Illinois May 22, 2025).

12. Florida Law consistently allows parties to make agreements that exceed what courts could order absent such agreements. In *Herbst v. Herbst*, 153 So. 3d 290, 292 (Fla. 2d DCA 2014), the court enforced an alimony provision requiring payment "continuing for the life of the Petitioner" even though it exceeded statutory requirements, holding that "parties may enter into settlement agreements imposing obligations the trial court could not otherwise impose under the applicable statutes."

C · October 3 order · 5

13. Similarly, in *Bartolotta v. Bartolotta*, 380 So.3d 535 (2d DCA, 2024), the court enforced a marital settlement agreement requiring payment of pension benefits accrued both during and after marriage, finding that the parties' agreement controlled over statutes providing for division of assets accrued only during marriage. In essence, the parties could agree to more or less than the statute provided, and the parties' agreement should be enforced by the Court in either event.

It is therefore ORDERED AND ADJUDGED:

A. The Respondent's Motion to Enforce Final Judgment of Dissolution of Marriage Regarding Military Retirement is GRANTED.

B. The Former Husband shall pay the Former Wife \$153.00 for the military retirement owed to her in 2022.

C. For the amount owed for January 1, 2023 through December 31, 2023, the Former Husband shall pay the Former Wife \$18,110.16, plus statutory interest from January 1, 2024 until the amount is paid in full. As of September 30, 2025, the amount plus interest owed is \$21,265.83.

Q1 2024 — Jan 1 - Mar 31, 2024

Days: 91; Annual Rate: 9.09%

Starting Balance: \$18,110.16

Interest Earned: \$409.31

Ending Balance: \$18,519.47

Q2 2024 — Apr 1 - Jun 30, 2024

Days: 91; Annual Rate: 9.34%

Starting Balance: \$18,519.47

Interest Earned: \$430.07

Ending Balance: \$18,949.53

Q3 2024 — Jul 1 - Sep 30, 2024

Days: 92; Annual Rate: 9.46%

Starting Balance: \$18,949.53

Interest Earned: \$450.61

Ending Balance: \$19,400.14

Q4 2024 — Oct 1 - Dec 31, 2024

Days: 92; Annual Rate: 9.50%

Starting Balance: \$19,400.14

Interest Earned: \$463.27

Ending Balance: \$19,863.41

Q1 2025 — Jan 1 - Mar 31, 2025

Days: 90; Annual Rate: 9.38%

Starting Balance: \$19,863.41

Interest Earned: \$459.42

Ending Balance: \$20,322.82

Q2 2025 — Apr 1 - Jun 30, 2025

Days: 91; Annual Rate: 9.15%

Starting Balance: \$20,322.82

Interest Earned: \$463.61

Ending Balance: \$20,786.43

Q3 2025 — Jul 1 - Sep 30, 2025

Days: 92; Annual Rate: 9.15%

Starting Balance: \$20,786.43

Interest Earned: \$479.40

Ending Balance: \$21,265.83

D. For the amount owed for January 1, 2024 through December 31, 2024, the Former Husband shall pay the Former Wife \$24,745.04, plus statutory interest

from January 1, 2025 until the amount is paid in full. As of September 30, 2025, the amount plus interest owed is \$26,492.12.

Q1 2025 — Jan 1 - Mar 31, 2025

Days: 90; Annual Rate: 9.38%

Starting Balance: \$24,745.04

Interest Earned: \$572.32

Ending Balance: \$25,317.36

Q2 2025 — Apr 1 - Jun 30, 2025

Days: 91; Annual Rate: 9.15%

Starting Balance: \$25,317.36

Interest Earned: \$577.55

Ending Balance: \$25,894.91

Q3 2025 — Jul 1 - Sep 30, 2025

Days: 92; Annual Rate: 9.15%

Starting Balance: \$25,894.91

Interest Earned: \$597.21

Ending Balance: \$26,492.12

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E. For the amount owed for January 1, 2025 through September 30, 2025, the Former Husband shall pay the Former Wife \$19,023.03, plus statutory interest from October 1, 2025 until the amount is paid in full.

F. The total amount of \$66,933.98, plus statutory interest from October 1, 2025 until payment is made, shall be paid in full to the Former Wife by 5 p.m. on October 31, 2025.

G. The Former Wife is the prevailing party and, pursuant to the terms of the parties' Marital Settlement Agreement and Final Judgment, she is entitled to recover all of her reasonable attorney's fees and costs associated with Motion to Enforce Final Judgment of Dissolution of Marriage Regarding Military Retirement. The Court reserves jurisdiction to determine the amount of fees and costs owed from the Former Husband to the Former Wife.

H. The Court further reserves jurisdiction to enforce this Order and for the entry of any other sanctions as may be necessary to compel the Former Husband's compliance with this Order.

DONE and ORDERED in Chambers in Hillsborough County, Florida.

The Honorable Lindsay M. Alvarez

CIRCUIT COURT JUDGE

Copies furnished to: Kristin R. H. Kirkner, Esquire
Donna Buchholz, Esquire Electronically Conformed
10/3/2025 Lindsay Alvarez

APPENDIX D
Amended order denying rehearing —
September 29, 2025

D · September 29 order · 1

**IN THE CIRCUIT COURT OF THE
THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY,
FLORIDA**

FAMILY LAW DIVISION

IN RE THE MARRIAGE OF:

ANTOINE LENOIR JENKINS,

CASE NO.: 19-DR-18205

Petitioner/Former Wife,

DIVISION: I

and

ANDRETTA WHITE-JENKINS

Respondent/ Former Husband.

**AMENDED¹ ORDER DENYING PETITIONER'S
MOTION FOR REHEARING (Filed September
22, 2025)**

THIS MATTER came before the Court on the Petitioner's Motion for Rehearing and Reconsideration of Order Granting Respondent's Motion to Enforce Final Judgment of Dissolution of Marriage Regarding Equitable Distribution, filed on September 22, 2025 ("Motion"). The Court having reviewed the motion, considered the argument of counsel, and being otherwise duly advised of the premises, it hereby

ORDERED AND ADJUDGED as follows: Petitioner's Motion is hereby DENIED

DONE AND ORDERED in Chambers in

Hillsborough County, Florida, this _____ day of
September, 2025.

HONORABLE LINDSAY ALVAREZ Circuit Court
Judge

Copies furnished to: All Parties

19-DR-018205

9/29/2025 1:50:56 PM Judge Lindsay Alvarez

19-DR-018205

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Hillsborough County/13th Judicial Circuit. Page 1

1 Amended to correct a scrivener's error.

APPENDIX E
Equitable-distribution enforcement order —
September 22, 2025

E · September 22 order · 1

**IN THE CIRCUIT COURT FOR THE
THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY,
FLORIDA**

FAMILY LAW DIVISION

IN RE: THE MARRIAGE OF:

ANTOINE LENOIR JENKINS, Petitioner,

CASE NO.: 19-0018205

DIVISION: I

and

ANDRETTA WHITE-JENKINS, Respondent.

**ORDER GRANTING RESPONDENT'S MOTION
TO ENFORCE FINAL JUDGMENT**

**OF DISSOLUTION OF MARRIAGE
REGARDING EQUITABLE DISTRIBUTION**

THIS CAUSE came before the Court on July 8, 2025 on the Respondent's Motion to Enforce Final Judgment of Dissolution of Marriage Regarding Equitable Distribution. Present before the Court was the pro se Petitioner, ANTOINE LENOIR JENKINS (hereinafter "Petitioner" or Former Husband"), and the Respondent, ANDRETTA WHITE-JENKINS (hereinafter "Respondent" or "Former Wife") with her attorney, Kristin R.H. Kirkner, Esquire. The Court having heard the testimony of both parties, the argument of the Former Husband and the argument of the Former Wife's counsel, and being

otherwise fully advised in the premises, finds as follows:

1. On August 18, 2022, this Court entered a Final Judgment of Dissolution of Marriage, which incorporates by reference the Parties' Marital Settlement Agreement.

2. This Court retained jurisdiction over this matter and these Parties in the Final Judgment.

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3. Pursuant to Paragraph M, Cash Payment to Wife, of the Parties' Final Judgment states: "(t)he Husband shall pay to the Wife the sum of \$30,000.00 within 30 days of the date that he receives his portion of the Wife's USAA Retirement Savings Plan account ending 5105 or at the time the marital home is sold, whichever shall first occur."

4. Paragraph 34 of the Parties' Marital Settlement Agreement states:

...(p)ursuant to Paragraph 21 herein, Husband is to receive 50% of Wife's USAA 401(k) Plan (less \$30,000). Said funds will be distributed to Husband via a QDRO and held in an Escrow account. The escrowed funds shall be used solely to pay off the following debts incurred during the marriage. The debts shall be paid in the following order: IRS 2018 joint taxes, Bank of America Home Equity Line of Credit, Dividend Finance Solar Panel Loan #2891 [and] EFCU Credit #6413...

5. The undisputed testimony was:

A. The Former Husband did not deposit the 401(k) funds that were distributed to him by QDRO into an escrow account.

B. The Former Husband used the 401(k) funds to pay off some of the marital debt assigned to him, but he did not make a payment to the Former Wife in the amount of \$30,000 and he did not pay the EFCU Credit #6413 debt in the amount of \$29,689.83.

C. The Former Wife paid the EFCU Credit #6413 debt in the amount of \$29,689.83 on November 1, 2022.

D. At the time the marital home was sold, on October 11, 2022, there were five (5) debts in the total amount of \$172,944.25 paid from the proceeds of the sale before the proceeds were divided between the parties. Specifically, the Bank of America HELOC in the amount of \$56,292.27, the Dividend Solar debt of \$59,320.06 debts, American Express Judgment Zwicker 1840 in the amount

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of \$38,299.56, Bank of America Judgment Hayt 9866 in the amount of \$5,246.23, and the Bank of America Judgment Hayt 4563 in the amount of \$13,786.13.

E. Had the Former Husband's debts not been paid from the proceeds from the sale of the marital home, the parties would have received \$348,413.71, or \$174,206.85 each.

F. The Former Husband's share of the \$348,413.71 was utilized to pay the judgments and liens attached to the marital home as a result of the Former Husband's failure to pay the debts assigned to the Former Husband in the final judgment.

G. The Wife received all of the actual proceeds from the home sale, in the amount of \$175,469.46.

6. Former Husband had the ability to comply with the terms in the Final Judgment, as he received the 401(k) funds via QDRO in late 2022.

7. Former Husband has willfully and intentionally refused to comply with the terms of the Parties' Final Judgment with respect to the \$30,000 cash payment to Former Wife set forth in paragraph M of the Final Judgment.

8. Former Husband has willfully and intentionally refused to comply with the terms of the Parties' Final Judgment with respect to the EFCU Credit #6413 debt in the amount of \$29,689.83, as set forth in Paragraph 34 of the Parties' Marital Settlement Agreement.

It is therefore ORDERED AND ADJUDGED:

9. The Respondent's Motion to Enforce Final Judgment of Dissolution of Marriage Regarding Equitable Distribution is GRANTED.

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10. The Former Husband shall pay the Former Wife \$30,000.00, plus statutory interest from November 1, 2022 until the amount is paid in full. As of July 8, 2025, the total owed is \$37,306.83.

Q4 2022 — Nov 1 - Dec 31, 2022

Days: 61; Annual Rate: 4.75%

Starting Balance: \$30,000.00

Interest Earned: \$238.15

Ending Balance: \$30,238.15

Q1 2023 — Jan 1 - Mar 31, 2023

Days: 90; Annual Rate: 5.52%

Starting Balance: \$30,238.15

Interest Earned: \$411.57

Ending Balance: \$30,649.72

Q2 2023 — Apr 1 - Jun 30, 2023

Days: 91; Annual Rate: 6.58%

Starting Balance: \$30,649.72

Interest Earned: \$502.81

Ending Balance: \$31,152.53

Q3 2023 — Jul 1 - Sep 30, 2023

Days: 92; Annual Rate: 7.69%

Starting Balance: \$31,152.53

Interest Earned: \$603.83

Ending Balance: \$31,756.36

Q4 2023 — Oct 1 - Dec 31, 2023

Days: 92; Annual Rate: 8.54%

Starting Balance: \$31,756.36

Interest Earned: \$683.57

Ending Balance: \$32,439.93

Q1 2024 — Jan 1 - Mar 31, 2024

Days: 91; Annual Rate: 9.09%

Starting Balance: \$32,439.93

Interest Earned: \$733.17

Ending Balance: \$33,173.10

Q2 2024 — Apr 1 - Jun 30, 2024

Days: 91; Annual Rate: 9.34%

Starting Balance: \$33,173.10

Interest Earned: \$770.36

Ending Balance: \$33,943.46

Q3 2024 — Jul 1 - Sep 30, 2024

Days: 92; Annual Rate: 9.46%

Starting Balance: \$33,943.46

Interest Earned: \$807.15

Ending Balance: \$34,750.61

Q4 2024 — Oct 1 - Dec 31, 2024

Days: 92; Annual Rate: 9.50%

Starting Balance: \$34,750.61

Interest Earned: \$829.84

Ending Balance: \$35,580.45

Q1 2025 — Jan 1 - Mar 31, 2025

Days: 90; Annual Rate: 9.38%

Starting Balance: \$35,580.45

Interest Earned: \$822.93

Ending Balance: \$36,403.38

Q2 2025 — Apr 1 - Jul 8, 2025

Days: 99; Annual Rate: 9.15%

Starting Balance: \$36,403.38

Interest Earned: \$903.45

Ending Balance: \$37,306.83

11. The Former Husband shall pay the Former Wife
\$29,689.83, plus statutory interest from November 1,

2022 until the amount is paid in full. As of July 8, 2025, the total owed is \$36,921.11.

Q4 2022 — Nov 1 - Dec 31, 2022

Days: 61; Annual Rate: 4.75%

Starting Balance: \$29,689.83

Interest Earned: \$235.69

Ending Balance: \$29,925.52

Q1 2023 — Jan 1 - Mar 31, 2023

Days: 90; Annual Rate: 5.52%

Starting Balance: \$29,925.52

Interest Earned: \$407.32

Ending Balance: \$30,332.83

Q2 2023 — Apr 1 - Jun 30, 2023

Days: 91; Annual Rate: 6.58%

Starting Balance: \$30,332.83

Interest Earned: \$497.61

Ending Balance: \$30,830.44

Q3 2023 — Jul 1 - Sep 30, 2023

Days: 92; Annual Rate: 7.69%

Starting Balance: \$30,830.44

Interest Earned: \$597.59

Ending Balance: \$31,428.03

Q4 2023 — Oct 1 - Dec 31, 2023

Days: 92; Annual Rate: 8.54%

Starting Balance: \$31,428.03

Interest Earned: \$676.50

Ending Balance: \$32,104.53

Q1 2024 — Jan 1 - Mar 31, 2024

Days: 91; Annual Rate: 9.09%

Starting Balance: \$32,104.53

Interest Earned: \$725.59

Ending Balance: \$32,830.12

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Q2 2024 — Apr 1 - Jun 30, 2024

Days: 91; Annual Rate: 9.34%

Starting Balance: \$32,830.12

Interest Earned: \$762.39

Ending Balance: \$33,592.52

Q3 2024 — Jul 1 - Sep 30, 2024

Days: 92; Annual Rate: 9.46%

Starting Balance: \$33,592.52

Interest Earned: \$798.80

Ending Balance: \$34,391.32

Q4 2024 — Oct 1 - Dec 31, 2024

Days: 92; Annual Rate: 9.50%

Starting Balance: \$34,391.32

Interest Earned: \$821.26

Ending Balance: \$35,212.58

Q1 2025 — Jan 1 - Mar 31, 2025

Days: 90; Annual Rate: 9.38%

Starting Balance: \$35,212.58

Interest Earned: \$814.42

Ending Balance: \$36,027.00

Q2 2025 — Apr 1 - Jul 8, 2025

Days: 99; Annual Rate: 9.15%

Starting Balance: \$36,027.00

Interest Earned: \$894.11

Ending Balance: \$36,921.11

12. This amount of \$74,227.94, plus statutory interest from July 8, 2025 until payment is made, shall be paid in full to the Former Wife by 5 p.m. on October 6, 2025.

13. The Former Wife is the prevailing party and, pursuant to the terms of the parties' Marital Settlement Agreement and Final Judgment, she is

entitled to recover all of her reasonable attorney's fees and costs associated with Respondent's Motion to Enforce Final Judgment of Dissolution of Marriage Regarding Equitable Distribution. The Court reserves jurisdiction to determine the amount of fees and costs owed from the Former Husband to the Former Wife.

14. The Court further reserves jurisdiction to enforce this Order and for the entry of any other sanctions as may be necessary to compel the Former Husband's compliance with this Order.

DONE and ORDERED in Chambers in Hillsborough County, Florida.

The Honorable Lindsay M. Alvarez

CIRCUIT COURT JUDGE

Copies furnished to: Kristin R. H. Kirkner, Esquire
Donna J. Buchholz, Esquire Electronically
Conformed 9/22/2025 Lindsay Alvarez

10/6/2025 12:05 AM Electronically Filed:
Hillsborough County/13th Judicial Circuit Page 78

APPENDIX F
Order granting rehearing — July 24, 2025

F • July 24 order • 1

**IN THE CIRCUIT COURT OF THE
THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY,
FLORIDA**

FAMILY LAW DIVISION

IN RE THE MARRIAGE OF:

ANTOINE LENOIR JENKINS,

CASE NO.: 19-DR-18205

Petitioner/Former Wife,

DIVISION: I

and

ANDRETTA WHITE-JENKINS

Respondent/ Former Husband.

**ORDER GRANTING RESPONDENT'S MOTION
FOR REHEARING (Filed July 14, 2025)**

THIS MATTER came before the Court on the Respondent's Motion for Rehearing and Reconsideration of Order Denying Respondent's Motion to Enforce Final Judgment of Dissolution of Marriage Regarding Military Retirement, filed on July 14, 2025 ("Motion"). The Court having reviewed the motion, considered the argument of counsel, and being otherwise duly advised of the premises, it hereby

ORDERED AND ADJUDGED as follows:

1. Respondent's Motion is hereby GRANTED.
 2. Respondent shall coordinate a hearing for thirty (30) minutes. This hearing shall be held via ZOOM.
- DONE AND ORDERED in Chambers in**

Hillsborough County, Florida, this _____ day of
July, 2025.

HONORABLE LINDSAY ALVAREZ Circuit Court
Judge

Copies furnished to: All Parties

19-DR-018205

7/24/2025 10:18:24 AM Judge Lindsay Alvarez

19-DR-018205

7/24/2025 10:18:24 AM

07/24/2025 10:18:27 AM Electronically Filed:
Hillsborough County/13th Judicial Circuit. Page 1

APPENDIX G
Order denying military-retirement
enforcement — July 10, 2025

G · July 10 order · 1

**IN THE CIRCUIT COURT OF THE
THIRTEENTH JUDICIAL CIRCUIT
FOR HILLSBOROUGH COUNTY, FLORIDA
FAMILY LAW DIVISION**

ANTOINE LENOIR JENKINS

Petitioner,

Case No: 19-DR-0018205

v.

Division: I

ANDRETTA WHITE-JENKINS

Respondent.

**ORDER DENYING RESPONDENT'S MOTION
TO**

**ENFORCE FINAL JUDGMENT OF
DISSOLUTION OF MARRIAGE**

REGARDING MILITARY RETIREMENT

This Cause came before the Court for hearing on July 8, 2025 on Respondent's Motion to Enforce Final Judgment of Dissolution of Marriage Regarding Military Retirement ("Motion"). Present before the Court was Petitioner, Antoine Lenoir Jenkins, appearing pro se, and Respondent, Andretta White-Jenkins, with counsel Kristen Kirkner, Esq. The Court, having reviewed the file, having heard the testimony of the parties, having considered the documentary evidence admitted as exhibits, having heard argument of the parties, hereby orders and adjudges as follows:

The Respondent's Motion is hereby DENIED. *Howell*

v. Howell, 137 U.S.

1400 (2017).

DONE and ORDERED in the Tampa, Hillsborough
County, Florida, on this ____ day of
_____ 2025.

LINDSAY M. ALVAREZ Circuit Court Judge Copies:
All parties via JAWS

19-DR-018205

7/10/2025 2:32:00 PM Judge Lindsay Alvarez

19-DR-018205

7/10/2025 2:32:00 PM

07/10/2025 02:32:01 PM Electronically Filed:
Hillsborough County/13th Judicial Circuit. Page 1

APPENDIX H
Final Judgment of Dissolution of Marriage —
August 18, 2022 — excerpts

H · Final Judgment · 1

**IN THE CIRCUIT COURT FOR THE
THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR THE STATE OF FLORIDA,
COUNTY OF HILLSBOROUGH
FAMILY LAW DIVISION**

IN RE: THE MARRIAGE OF:

ANTOINE LENOIR JENKINS, Petitioner,

CASE NO.: 19-0018205

DIVISION: I-P

and

ANDRETTA WHITE-JENKINS, Respondent.

**FINAL JUDGMENT OF DISSOLUTION OF
MARRIAGE**

THIS CAUSE came before the Court on Petitioner/Husband's Petition for Dissolution of Marriage, and Respondent/Wife's Counter-Petition for Dissolution of Marriage and Other Relief. The Court, having considered the testimony and agreement of the Parties, having reviewed the Court's file and being otherwise fully advised in the premises, hereby finds:

1. The Court has jurisdiction of the Parties and the subject matter hereto having found that Respondent was a bona fide resident of the State of Florida for more than six months preceding the filing of the Petition for Dissolution of Marriage, with her residence having been corroborated by her Florida Driver's License.

2. The Court has jurisdiction to determine timesharing under the Uniform Child Custody Jurisdiction and Enforcement Act as the minor children have resided in the State of Florida for more than six months prior to the filing of Wife's Petition for Dissolution of Marriage.

3. USFSPA Jurisdiction (10 U.S.C. 1408(c)(4)): This Final Judgment is intended to qualify under the USFSPA, 10 U.S.C. § 1408, as a valid Court Order directing payment of the Husband's retired pay to the Wife. In this case, the Court has jurisdiction over the Husband and the authority to divide his military retired pay because he is a resident

H • Final Judgment • 2

of the State of Florida and submitted to the jurisdiction of this Court, as evidenced by his voluntary execution of the Marital Settlement Agreement.

4. Observance of Member's Rights under the Servicemembers Civil Relief Act

(SCRA): The Husband's rights under the Servicemembers' Civil Relief Act (50 U.S.C. § 501 et. seq.), were observed by the Court as evidenced by the Husband's participation in the proceedings and his affirmative signature on the attached Marital Settlement Agreement.

5. The Parties were married on February 13, 1993;

6. The marriage between the Parties is irretrievably broken.

7. There are two (2) minor children subject to this proceeding, to wit: A.M.J. born in 2005 and A.A.J. born in 2008. No other children were born or adopted of this marriage and none are expected.

8. The Parties entered into a Marital Settlement Agreement on July 27, 2022, a Parenting Plan on August 8, 2022, and a Supplemental Marital Settlement Agreement Regarding 401k Distribution on August 16, 2022. The Parties have agreed upon parenting time, parental responsibility, child support, equitable distribution of their assets and liabilities, alimony, and all other matters related to this proceeding. A true and correct copy of the Parties' Marital Settlement Agreement is attached hereto as Exhibit "A," and incorporated by reference herein. A true and correct copy of the Parties' Parenting Plan is attached hereto as Exhibit "B,"

and incorporated by reference herein. A true and correct copy of the Parties' Supplemental Marital Settlement Agreement Regarding 401k distribution is attached hereto as Exhibit "C," and incorporated by reference herein.

9. The Marital Settlement Agreement, Parenting Plan, and Supplemental Marital Settlement Agreement Regarding 401k Distribution were entered into voluntarily, without duress and with the opportunity for each party to seek independent counsel, and therefore, should be accepted, approved and ratified by the Court.

H · Final Judgment · 3

In accordance with the above and foregoing, it is, therefore ORDERED AND ADJUDGED as follows:

A. The marriage between Petitioner, ANTOINE LENOIR JENKINS, and Respondent, ANDRETTA WHITE-JENKINS, is hereby dissolved because it is irretrievably broken.

B. The Parties' Marital Settlement Agreement, which was fully executed on July 27, 2022, is hereby accepted, approved, ratified and incorporated into this Final Judgment of Dissolution of Marriage (hereinafter "the Final Judgment") by reference, and the Parties are ordered to fully comply with the provisions therein. The Parties' Parenting Plan, which was fully executed on August 8, 2022, is hereby accepted, approved, ratified and incorporated into this Final Judgment of Dissolution of Marriage (hereinafter "the Final Judgment") by reference, and the Parties are ordered to fully comply with the provisions therein. The Parties' Supplemental Marital Settlement Agreement Regarding 401k Distribution, which was fully executed on August 16, 2022, is hereby accepted, approved, ratified and incorporated into this Final Judgment of Dissolution of Marriage (hereinafter "the Final Judgment") by reference, and the Parties are ordered to fully comply with the provisions therein. The Marital Settlement Agreement, Parenting Plan and Supplemental Marital Settlement Agreement Regarding 401k Distribution do not, however, merge into the Final Judgment of Dissolution of Marriage, but survive this Final Judgment.

C. PARENTING PLAN AND PARENTAL RESPONSIBILITY: The Parties shall abide by the

terms and conditions contained in the Parenting Plan. The Parenting Plan provides for parental responsibility and timesharing that is in the best interests of the minor children.

D. CHILD SUPPORT: Commencing on August 1, 2022, and continuing on the 1st of each succeeding month thereafter, the Husband shall pay the Wife child support in the amount of \$707.00 per month. The August 2022 payment shall be made directly to the Wife. Beginning on September 1, 2022 the payment shall be made through the State of Florida Disbursement Unit by income withholding order.

H · Final Judgment · 7

judicial determination regarding such, and upon the Court finding bad faith on the part of one party or the other, the Court can then proceed to Order a partition of the property, even though the exclusive use and occupancy has not otherwise terminated.

(5) The Husband shall be allowed to claim any United States Income Tax deduction originating from the interest and property tax payments on the marital home for tax years 2020, 2021 and 2022.

L. USAA RETIREMENT SAVINGS PLAN (401K):

(1) The Husband shall be entitled to receive 50% of the total account value of the Wife's USAA Retirement Savings Plan account ending 5105, with a valuation date as of the date of segregation.

(2) The Husband shall take a cash distribution of 100% of his portion of the USAA Retirement Savings Plan account ending 5105 and he shall be responsible for any penalties or taxes thereon.

(3) The Husband shall direct his portion of the USAA Retirement Savings Plan account ending 5105 to be deposited directly into to the escrow Trust account for Kirkner Family Law Group, P.A.

(4) The parties shall provide Kirkner Family Law Group with documentation of each of the martial debts as outlined in paragraph 34 of the MSA, to include the amount, payee and address where payment should be submitted, within 10 days of the receipt of the proceeds from the Husband's portion of the USAA Retirement Savings Plan account ending 5105.

M. CASH PAYMENT TO WIFE: The Husband shall pay to the Wife the sum of \$30,000.00 within 30 days of the date that he receives his portion of the Wife's USAA Retirement Savings Plan account ending 5105 or at the time the marital home is sold, whichever shall first occur.

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N. MILITARY RETIREMENT:

(1) Ten-year Overlap: The Husband, ANTOINE LENOIR JENKINS (hereinafter "Member" or "Husband") served in the U. S. Armed Forces during marriage until his retirement in 2014. The parties were married on February 13, 1993 and have been married without interruption until the present. Accordingly, the parties were married for at least ten (10) years, during which the Member performed at least ten (10) years of service creditable for retirement eligibility purposes in the United States Armed Forces that overlap with at least ten (10) years of marriage to Wife, ANDRETTA WHITE-JENKINS (hereinafter "Spouse" or "Wife").

(2) USFSPA Jurisdiction (10 U.S.C. 1408(c)(4)): The Court has jurisdiction over the Member in accordance with the jurisdictional requirements of 10 U.S.C. Section 1408 by reason of the Member's residence, other than because of military assignment, in the territorial jurisdiction of the court, during the dissolution proceeding and the Member's consent to the jurisdiction of this Court, as evidenced by his execution of this Agreement.

(3) Observance of Member's Rights under the Servicemembers Civil Relief Act (SCRA): The Member's rights under the Servicemembers' Civil Relief Act (50 U.S.C. App. § 501-548 and 560-591), to the extent he has rights under the same as a retired servicemember, have been observed and honored, as evidenced by his participation in this matter and signature on this Agreement.

(4) Distribution to Former Spouse: As and for equitable distribution of the Member's military

retirement, the Spouse, ANDRETTA WHITE-JENKINS, is awarded as her sole and separate property, 50.00% of the Member's disposable military retired pay, to include Concurrent Retirement and Disability Pay (CRDP) funds.

(5) Retirement Prior to Final Judgment: The Member retired in 2014, which is prior to the execution of this Agreement.

H • Final Judgment • 9

(6) Commencement of Payment: Payments to the Spouse shall commence on the first payment due to the Member following the execution of this Agreement and shall continue each month thereafter as the payments are paid to the Member pursuant to the DFAS retiree payment schedule.

(7) Direct Payment from DFAS: The Commander of the Defense Finance and Accounting Service, or such other center as may be involved, is ORDERED by the Court to deduct the payments referenced above from the disposable retired pay which Member shall receive from the United States Armed Forces.

(8) Application for Payment: The Spouse shall make application to DFAS for direct payment. After the Former Spouse submits the application, the Member shall take all steps necessary to make the payments referenced above payable directly from the United States Military.

(9) Direct Payments from Member: The parties stipulate that the Member shall pay 50% of disposable military retired pay per month to the Spouse, in accordance with the military retiree pay schedule, with a dollar-for-dollar reduction for any amount the Spouse receives directly from DFAS. This amount is \$1,838.25 as of July 2022 and shall be increased by COLA on the same schedule and amounts as awarded to military retirees. The parties have established the amount due to the Wife based on the Member's current gross income, VA waiver, SBP premium and CRDP, and although the parties recognize that the Member may alter the nature of his payments in order to maximize his own income, the parties stipulate that the Wife's income shall not

be modified based on the elections and action or inaction of the Member, and that the Member shall indemnify her for any change that results in her receiving less than the dollar amount (50% of disposable military retired pay as of July 2022) provided for hereinabove.

(10) Asset Distribution: The monthly payments are in the nature of a marital asset distribution and are not alimony. The payments from Member's

H • Final Judgment • 10

disposable military retired pay shall be paid to the Spouse regardless of the Spouse's marital status and shall not terminate upon her remarriage.

(11) Survivor Benefit Plan: In order to secure her portion of the military retired pay, the Wife shall be designated as the "former spouse" beneficiary of the Survivor Benefit Plan, at the floor current amount. The Wife acknowledges that she must file a deemed election within one year from the entry of the final judgment in this matter. The Husband also has an affirmative obligation to file a DD-2656, or any other required form, designating the Wife as the "former spouse" beneficiary. In the event the Wife is not entitled to collect the Survivor Benefit Plan benefits for any reason, the Wife shall be entitled to obtain and maintain, at her sole expense, a life insurance policy on the Husband's life in an amount of her choice. The Husband shall fully and promptly cooperate with all documentation, applications and examinations required to obtain and maintain said policy.

(12) Reservation of Jurisdiction: The Court shall retain jurisdiction over the parties and subject matter in order to enforce the executory provisions of this Order, enter such additional orders as shall be necessary to affect the division of the Member's military retirement with United States Military.

(13) Preparation of Orders: The parties shall equally split the costs 50% Husband and 50% Wife, if any, for the preparation of the military pension division order or any other order necessary to effectuate the division of the Husband's military retired pay as set forth herein. Each party shall promptly cooperate

and execute any and provide all paperwork necessary to effectuate this transfer.

O. OTHER ASSETS AND DEBTS: The Parties' other marital debts and assets shall be distributed as set forth in the Marital Settlement Agreement. In the event either party does not execute the appropriate deeds or title transfers, this Final Judgment shall act as a conveyance of the requisite property.

APPENDIX I
Final appellate denial of rehearing and related
relief — June 26, 2026

I • Final appellate denial • 1

DISTRICT COURT OF APPEAL OF THE
STATE OF FLORIDA

SECOND DISTRICT

525 Mirror Lake Drive N., St. Petersburg FL 33701

June 26, 2026

ANTOINE L. JENKINGS, I,

APPELLANT(S)

V.

ANDRETTA WHITE-JENKINS,

APPELLEE(S).

CASE NO.: 2D2025-2821

L.T. No.: 19-DR-018205

BY ORDER OF THE COURT:

The motion for written opinion, motion for rehearing,
motion for certification of express and direct conflict,
and motion for certification of a question of great
public importance is denied.

I HEREBY CERTIFY that the foregoing is a true
copy of the original court order.

2D2025-2821 6/26/26

Mary Elizabeth Kuenzel, Clerk

2D2025-2821 6/26/26

MT

Served:

HILLSBOROUGH CLERK

ANTOINE L. JENKINGS, I

ANDRETTA WHITE-JENKINS

**Additional material
from this filing is
available in the
Clerk's Office.**