

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

IN RE: THE MARRIAGE OF:

CASE NO.:

Arthur J. LaVallie,  
Husband,

and

Erin R. Lavallie,  
Wife,  


**MARITAL SETTLEMENT AGREEMENT**

This Marital Settlement Agreement is made between Arthur J. LaVallie, hereinafter referred to as "Husband", and Erin R. Lavallie, hereinafter referred to as "Wife", who in consideration of the mutual rights and obligations traded herein agree as follows:

**I.**

**STATUS OF PARTIES**

1. **Marriage:** The parties are Husband and Wife, having been married to each other on 11/05/1983 in LaGrange, IL.
2. **Marital Differences:** Unhappy marital differences have arisen between the parties and the marriage is irretrievably broken.
3. **Final and Complete Settlement:** It is the desired intention of the parties to finally and conclusively settle and determine in all respects and for all purposes and matters relating to:
  - a. The marital duties each of the parties has to the other;
  - b. The property rights, both real and personal, that each of the parties may have by virtue of marriage;
  - c. The performance of the obligations that each of the parties may have; and
  - d. The payments in the nature of alimony or other allowances which either party might be entitled to.
4. **Voluntary Execution by Husband.** Husband warrants and represents that:

  
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- a. He is in his right mind, capable of appraising and controlling his conduct, and has carefully read this Agreement in its entirety;
- b. He understands all of his rights and obligations under this Agreement;
- c. The Agreement accurately reflects the desires of the parties;
- d. The provisions of this Agreement have been fairly negotiated at arm's length without any reliance on mutual trust and confidence; and
- e. He fully understands the advantages and disadvantages of this Agreement, executes it of his own accord, freely and voluntarily, and not as a result of duress, coercion, or undue influence, and intends to be bound by it.
- f. He intends by this Agreement to discharge, settle, and satisfy any and all claims and rights to money and property of any nature he may have or had against the Wife, and he releases and discharges the Wife from all such claims and rights forever, except as provided herein; and except as to any future modification of alimony.

5. **Voluntary Execution by Wife.** Wife warrants and represents that:

- a. She is in her right mind, capable of appraising and controlling her conduct, and has carefully read this Agreement in its entirety;
- b. She understands all of her rights and obligations under this Agreement;
- c. This Agreement accurately reflects the desires of the parties;
- d. The provisions of this Agreement have been fairly negotiated at arm's length without any reliance on mutual trust and confidence; and
- e. She fully understands the advantages and disadvantages of this Agreement, executes it of her own accord, freely and voluntarily, and is not as a result of duress, coercion, or undue influence, and intends to be bound by it.
- f. She intends by this Agreement to discharge, settle, and satisfy any and all claims and rights to money and property of any nature she may have or had against the Husband, and she releases and discharges the Husband from all such claims and rights forever, except as provided herein; and except as to any future modification of alimony.

6. **Free and Voluntary act; Time for Reflection.** The parties acknowledge and agree that:

- a. This Agreement provides a fair and equitable settlement without question for each of the parties;
- b. The parties have a full and satisfactory understanding of their rights and obligations under this Agreement;
- c. The parties have had all of their questions satisfactorily answered regarding this Agreement.
- d. Each party has given careful and mature thought to the making of this Agreement and to its specific terms;

  
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- e. Each party has taken sufficient time to reflect upon the seriousness of this Agreement and its terms;
  - f. Each party enters into this Agreement intending to be bound by it;
  - g. The parties are entering into this Agreement freely and voluntarily.
7. **Consideration.** The consideration for this Agreement is the mutual benefits to be obtained by the parties and the promises of each party to the other. The adequacy of the consideration for this Agreement is admitted by the parties.

## II.

### DIVISION OF ASSETS AND DEBTS

8. **Equitable Distribution:** The parties agree the following division of their marital property is fair and equitable between them. Each party accepts this division is in full satisfaction of all marital rights in and to the marital property. Each party represents and warrants they have made full and accurate disclosure to the other of their existing property.
9. **Bank Accounts and Investment Accounts:**
- a. The parties will equally share the funds in the Trust – SEI account.
  - b. The Wife will receive all the funds from the following accounts. The Husband waives any interest in the accounts.
    - i. SEI Cash Access
    - ii. Joint First Midwest/Old National Bank Health Savings Account
    - iii. Wife's FNBC Bank
    - iv. Husband's FNBC Bank
    - v. Qualified Personal Residence Trust (QPRT). The parties agree this account is the Wife's nonmarital property pursuant to Florida Statute 61.075.
    - vi. The 529 plan titled in the Wife's name, to be held on behalf of the parties' granddaughter.
    - vii. The 529 plan titled in the Husband's name, to be held on behalf of the parties' granddaughter. The Husband will cooperate fully to transfer title of this account to the Wife.
  - c. The Husband will receive all the funds from the following accounts. The Wife waives any interest in the account.
    - i. Joint Sun Trust/Truist Money Market and other account
    - ii. Husband's First Midwest/Old National Bank
    - iii. Joint First Midwest/Old National Bank

  
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**10. Real Property Settlement:**

- a. The parties own the following jointly titled real property:
  - i. 4470 Panama Shell Road, North Captiva Island, FL
    - 1. The Husband will solely own the property. The Wife agrees to quit claim deed the home to the Husband. The Wife waives any interest in the property. The Husband shall indemnify and hold harmless the Wife for any indebtedness thereon. Upon request, the Husband shall make efforts to refinance or conduct a loan assumption on the home in order to remove the Wife from the current mortgage obligation, and the Wife agrees to cooperate and execute any document necessary to effectuate a refinance or loan assumption, including, but not limited to, executing a deed transferring the home to the Husband in his individual name.
    - 2. This property suffered damage from Hurricane Ian. The Wife agrees to cooperate and execute any documents necessary to receive insurance funds due to the hurricane claim for the damages. The Husband will receive the insurance coverage funds, and the Wife waives her interest in those funds.
  - ii. Lot with beach access, North Captiva Island, FL - The Husband will solely own the property. The Wife agrees to quit claim deed the home to the Husband. The Wife waives any interest in the property. The Husband shall indemnify and hold harmless the Wife for any indebtedness thereon.
- b. The Erin R. LaVallie Trust, of which the Wife is the sole trustee, owns 4441 Wolf Rd. #201, Western Springs, IL - The Husband waives any interest in the property. The Wife shall indemnify and hold harmless the Husband for any indebtedness thereon. Upon request, the Wife shall make efforts to refinance or conduct a loan assumption on the home in order to remove the Husband from the current mortgage obligation, and the Husband agrees to cooperate and execute any document necessary to effectuate a refinance or loan assumption, including, but not limited to, executing a deed transferring the home to the Wife in her individual name.

**11. Retirement Plans:** The parties own the following retirement plans. Any division of property accomplished or facilitated by any transfer of IRA or SEP account funds from one spouse or ex-spouse to the other is deemed to be made pursuant to this divorce settlement and is intended to be tax-free under Section 408(d)(6) of the Internal Revenue Code.

  
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- a. Husband's IRA Rollover (SEI): Wife will receive fifty percent of the Husband's IRA. The division of this plan shall be completed as soon as administratively possible following the full execution of this Agreement. The parties shall work together cooperatively to complete this division.
- b. Husband's SEP (SEI): Wife will receive fifty percent of the Husband's IRA. The division of this plan shall be completed as soon as administratively possible following the full execution of this Agreement. The parties shall work together cooperatively to complete this division.
- c. Wife's IRA (Calvert): The Husband waives any interest he might have obtained in the Wife's retirement plan.
- d. Wife's Inherited IRA (SEI): The parties agree this retirement plan is the Wife's nonmarital property pursuant to Florida Statute 61.075.

12. **BlueLake Wealth Advisors:** The Husband is a wealth advisor working through a corporate entity known as BlueLake Wealth Advisors. The parties acknowledge the Husband does not maintain an ownership interest in BlueLake, and therefore, BlueLake is not a marital asset.

13. **Tecla Partners, LLC:** The parties own the following investments through their shared interest in Tecla Partners, LLC. Tecla owns no other assets than those described within this Agreement. The parties will continue to maintain their ownership interest of these assets through Tecla Partners.

- a. West New York LLC
- b. Ballydoyle Units
- c. 48 W. Chicago - Empire
- d. Prefense Botanicals
- e. 5800 Main St. Downers Grove, IL
- f. Marina Boat Slip, North Captiva Island, FL

**14. ILIT Trust**

- a. ILIT Trust – VUL: The parties have maintained this life insurance policy on the Husband's life with the Wife as beneficiary. The ILIT Trust is the owner of the policy, which has a cash surrender value. The Wife is also the trustee of the trust. The parties agree the Wife will maintain her controlling interest in the policy.
- b. "ILIT Trust – Old National checking account: This account is also part of the trust. The Wife will receive the funds in the account, and the Husband waives his interest in the account.

15. **Coal City Area Club membership:** The Wife will maintain sole ownership and user rights to the Coal City Area Club membership. The Husband waives any ownership interest or user rights in the membership.

  
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16. **Personal Property:** The parties have equitably divided all personal property.
17. **Vehicles/Boat:** The Wife will solely own the 2021 Lexus RX 350, 2014 GMC Conversion Van, and 1978 VW Vanagon, and the Wife shall indemnify and hold harmless the Husband for any indebtedness thereon. The Husband will solely own the 2019 Tesla S, 2020 Chevy Tahoe, 2003 Harley, and 2019 Sea Ray, and the Husband shall indemnify and hold harmless the Wife for any indebtedness thereon. Each party will transfer, by Power of Attorney or transfer of actual title, within 5 days, their interest in any of the above vehicles that are jointly titled and are to be received by the other party as a part of this settlement.
18. **Debts Receivables:**
- a. Connor LaVallie business loan – The parties will continue to be jointly entitled to the repayment of this loan made to their adult son.
  - b. Connor LaVallie mortgage – The Wife will be solely entitled to repayment of this loan made to their adult son. The Husband waives in interest in this loan.
19. **Debts:**
- a. SBLOC Loan – The parties assumed this loan to assist their adult son. The Wife will be solely responsible for repaying this loan. The Wife shall indemnify and hold harmless the Husband for this debt.
  - b. The parties agree that all other debts have been equitably distributed between them.

### III.

#### ALIMONY

20. **Alimony:** The parties agree there is need and ability to pay alimony. Therefore, the parties agree to the following spousal support alimony:

Durational Alimony, which shall be paid in the following manner: Husband shall pay to Wife Five-thousand dollars (\$5,000.00) per month for forty-eight (48) months. This alimony obligation shall terminate early upon Wife's remarriage or death of either party, and shall be subject to modification or termination if the Wife enters into a supportive relationship pursuant to Florida Statute 61.14.

21. **Date of Payment:** The first payment is due on May 1, 2023, and on the same date of each month thereafter for a total of forty-eight (48) months. The Husband shall pay the alimony directly to the Wife.

  
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22. **Modification of Alimony:** The amount of alimony and the entitlement to additional alimony for either party is non-modifiable.

#### IV.

#### GENERAL PROVISIONS

23. **Change of Address:** The parties agree that each will notify the other by certified mail of any change of address within five (5) days of such change until all of the obligations created hereunder are discharged.
24. **Attorney's Fees:** The parties agree that each shall be responsible for their own attorney's fees, costs, and suit monies in this action.
25. **Headings.** The headings are for convenience only. They are not part of the Agreement of the parties and shall not be used in its construction.
26. **Governing Law.** This Agreement, its validity and its interpretation, shall be governed by the laws of the State of Florida. Both parties acknowledge that they are residents of the State of Florida. Although the parties may in the future change their domicile and/or residence, the parties agree that this Agreement shall continue to be deemed to have been executed in the State of Florida, and shall continue to be governed and constructed in accordance with the laws and case law of the State of Florida.
27. **Severability.** If any terms and conditions of this Agreement are determined to be unenforceable, it shall not affect the enforceability of the balance of the Agreement which shall be severed from the unenforceable portion of the Agreement.
28. **Survival and Enforcement Obligations.** It is the express intent of the parties that all obligations contained in this Agreement, including all indemnification obligations, shall be construed as obligations not capable of discharge in bankruptcy and subject to be enforced by the Court entering a judgment and/or judgments for contempt against either party as may be necessary to enforce the provisions of this Agreement.
29. **Heirs and Assigns.** The Agreement shall inure to the benefits of and shall be binding upon the parties, the heirs, executors, administrators and assigns.
30. **Mediation.** If any dispute arises between the parties in regard to the intent, performance, or enforcement of this Agreement, the parties agree to first submit

  
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that dispute to mediation with a mediator acceptable to both parties and, if the mediator declares an impasse, the parties shall then seek a judicial remedy. The cost of the mediation shall be divided equally between the parties.

31. **Claims Against the Estate:** Each of the parties hereto releases or relinquishes all rights that he or she may now have or may hereafter acquire as the party's other spouse under the present or future laws of any jurisdiction to elect or take against any Will or Codicil of the party now or hereafter enforced; to share in the other party's estate, except under a Will or Codicil that is subsequent to the date of this Agreement; and to act as personal representative of the other party's estate.
32. **Reconciliation:** A reconciliation of the parties shall not affect the provisions of this Agreement that relate to property rights of the parties.
33. **Dissolution Action:** If a proceeding to dissolve the marriage between the parties is filed, this Agreement shall be adopted and enforced in the Final Judgment that is entered. Notwithstanding incorporation in the Final Judgment, this Marital Settlement Agreement shall not be merged in it. The parties intend this Agreement to be a full settlement of all issues between them which have been raised or could be raised in an action for Dissolution of Marriage, including, but not limited to, division of assets and liabilities, alimony, and attorney's fees and costs. This Marital Settlement Agreement shall in all respects survive the decree or judgment as an independent contract and be forever binding and conclusive on the parties. This Marital Settlement Agreement may be enforced independently of the decree or judgment.
34. **Waiver of Trial:** The parties waive the right to trial and agree the Court shall enter a final judgment incorporating the terms of this Agreement without further delay and all waiting periods be waived.
35. **Modification, Annulment or Waiver:** A modification, annulment or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with same formality as this Agreement.
36. **Necessary Documents:** Each party shall execute and deliver to the other party any documents that may be reasonably necessary to accomplish the intent of the Final Judgment and shall do all things necessary to this end. If either party fails to comply with the provisions of this paragraph as specified, the Final Judgment shall constitute an actual grant, assignment and conveyance of the property and rights to the property in such manner and with such force and effect as shall be necessary to effectuate the terms of the Judgment pursuant to Florida Statute 61.075(4) and Rule 12.570 of the Florida Family Law Rules of Procedure.

  
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37. **Representations:** The parties represent to each other:

- a. Each party fully understands the facts and has been fully informed as to his or her legal rights and obligations and is signing this Agreement freely and voluntarily, intending to be bound by it.
- b. Each party has made full disclosure to the other of his or her current financial situation.
- c. Each party understands and agrees that this Agreement constitutes the entire contract of the parties. It supersedes a prior understanding and/or Agreement between them upon the subjects covered in this Agreement. There are no representations or warranties other than as set forth in it.
- d. Each of the parties to this Agreement acknowledges they have either received competent legal advice or have been instructed to obtain independent legal advice with respect to this document, and have either met with an accountant or have had the opportunity to meet with an accountant. Each party acknowledges they have freely and voluntarily executed this Agreement and fully understand the meaning of the words contained in this document and the consequences of said document.
- e. Each of the parties to this Agreement acknowledges that by signing this Agreement they wish to waive any trial or final hearing in this matter. Both parties acknowledge the Court will not schedule a trial or final hearing in this matter. Both parties request copies of the Final Judgment of Dissolution of Marriage entered in this case.

The parties have signed, sealed, and acknowledged the Marital Settlement Agreement on August 28, 2023.



**Arthur J. LaVallie**  
Husband

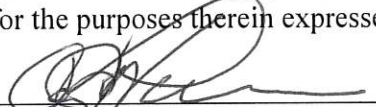


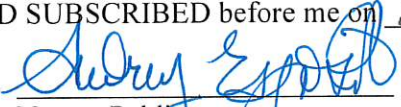
**Erin R. Lavallie**  
Wife

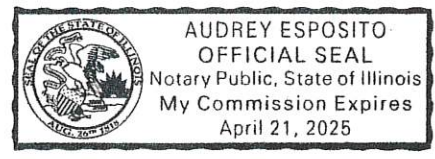
  
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STATE OF ILLINOIS  
) SS:  
COUNTY OF D

BEFORE ME, the undersigned authority this day personally appeared by means of X physical appearance or \_\_\_ online notarization **Arthur J. LaVallie** who has produced Florida Drivers Licence as identification and who, being by me duly sworn, says that they are the **Husband** in the above titled cause; that they have read the foregoing Marital Settlement Agreement and have personal knowledge of the facts and matters therein set forth and alleged, and that they have executed the same freely and voluntarily for the purposes therein expressed.

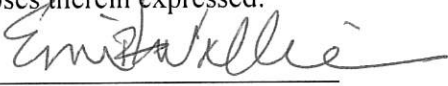
  
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**Arthur J. LaVallie**

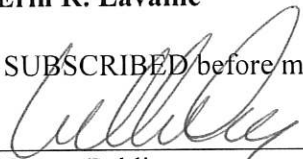
SWORN AND SUBSCRIBED before me on September 1, 2023  
  
\_\_\_\_\_  
Notary Public  
State of Florida at Large  
My Commission Expires:

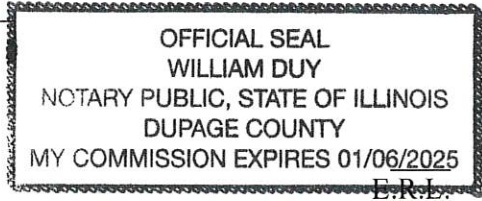


STATE OF ILLINOIS  
) SS:  
COUNTY OF DUPAGE

BEFORE ME, the undersigned authority this day personally appeared by means of X physical appearance or \_\_\_ online notarization **Erin R. Lavallie**, who has produced Florida Drivers Licence as identification and who, being by me duly sworn, says that they are the **Wife** in the above titled cause; that they have read the foregoing Marital Settlement Agreement and have personal knowledge of the facts and matters therein set forth and alleged, and that they have executed the same freely and voluntarily for the purposes therein expressed.

  
\_\_\_\_\_  
**Erin R. Lavallie**

SWORN AND SUBSCRIBED before me on AUGUST 28, 2023  
  
\_\_\_\_\_  
Notary Public ILLINOIS  
State of Florida at Large  
My Commission Expires:



  
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