

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR SEMINOLE COUNTY, FLORIDA

CASE NO:

IN RE: THE MARRIAGE OF:

THOMAS MCALEAVEY,
Petitioner,

and

SHANNON MCALEAVEY,
Respondent.

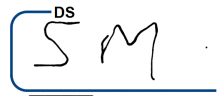
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MARITAL SETTLEMENT AGREEMENT

BY THIS AGREEMENT (“Agreement”), the parties, THOMAS MCALEAVEY (“Husband”) and SHANNON MCALEAVEY (“Wife”), agree as follows:

THE PARTIES are Husband and Wife and were married to each other on January 21, 1995. Two children were born from the union of this marriage, one of whom is now an adult. Husband filed a petition for dissolution of marriage on September 26, 2018 (“Original Filing Date”). The parties subsequently entered into a valid and binding Post-nuptial Agreement on December 23, 2018 (“Postnuptial Agreement”), and a Joint Stipulation Regarding Children’s Issues on December 23, 2018, which shall remain in force and effect to the extent not in conflict with the terms of this Marital Settlement Agreement. To the extent that the documents conflict, this Marital Settlement Agreement shall control. While Husband dismissed his petition pursuant to the Postnuptial Agreement, the parties agreed that the Original Filing Date shall govern in any subsequent divorce proceedings. This Marital Settlement Agreement and separate Parenting Plan are intended to be


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a full settlement of all matters pending in this action, including parenting responsibilities for the minor child, a division of the marital assets and spousal support.

1. **CONSIDERATION:**

The consideration for this Marital Settlement Agreement is a mutual benefit to be obtained by the parties and the promises of each party to the other. The adequacy of the consideration for this Marital Settlement Agreement is admitted by the parties.

2. **SEPARATION:**

The parties have the right to live separate and apart and the parties shall not harass one another, nor shall they interfere in any way with one the other's private, social or business activities.

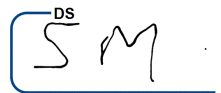
3. **MEMORANDUM OF UNDERSTANDING:** This Marital Settlement Agreement, the Parenting Plan, the Postnuptial Agreement dated December 23, 2018 and the Joint Stipulation Regarding Children's Issues on December 23, 2018, will not be filed with the Court, unless the Court requires. The parties will proceed with a Memorandum of Understanding providing that these documents will survive the Final Judgment but will not be filed.

4. **PERSONAL PROPERTY:**

All personal property shall go to the person in possession of the property and has been equitably divided.

5. **PERSONAL DEBTS:**


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Each party shall be responsible for and pay any and all personal debts incurred commencing on or after the Original Filing Date of September 26, 2018. Each party hereby agrees to indemnify and hold the other party harmless from any liability of said personal debt.

6. **EQUITABLE DISTRIBUTION:**

The parties shall divide their marital assets and liabilities as follows:

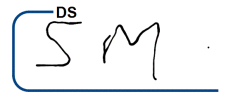
A. **AUTOMOBILES:**

Wife shall retain possession, ownership and control of her Mercedes as her own automobile. Husband shall retain possession, ownership and control of the BMW X5 and Toyota Corolla as his own automobiles. The parties hereby release any and all rights, title and interest in the vehicles awarded to the other party herein. Each shall indemnify and hold the other free and harmless from any and all obligations existing, expenses related to or liabilities associated with the operation of the vehicle(s) to which they are entitled herein. Each party shall sign any and all documents necessary to convey any interest they may have in the vehicle(s) awarded to the other within ten (10) days of the date they are presented with said documents.

B. **OBLIGATIONS:**

There are no joint obligations except for the Wife's current lease at the Princeton which Husband has co-signed. Wife shall be solely responsible for said lease and shall indemnify and hold Husband harmless from any and all obligations related to said lease. If for some reason Wife fails to pay said obligation, Husband can pay the lease directly and reduce the alimony payments due Wife until he is reimbursed in full. Each party shall be liable for any debts and obligations solely in his or her name and each party shall indemnify, defend and hold the other party harmless


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therefrom. All joint credit cards and accounts shall be closed immediately. Henceforth, neither party shall incur any obligation for which the other party may be liable.

C. **SAVINGS, CHECKING & BROKERAGE ACCOUNTS:**

The parties already split equally their Joint Fidelity Checking Account (#X17539945).

Husband shall maintain and administer the children's 529 plans for the benefit of the children.

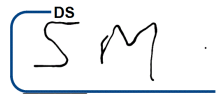
The Husband and Wife shall retain any remaining checking accounts, savings accounts, and/or brokerage accounts in his or her own name, free from any right or claim from the other party and hereby relinquish any claim either party may have been entitled to respecting the other parties' checking accounts, savings accounts, and/or brokerage accounts.

D. **RETIREMENT FUNDS:**

Each party shall be solely entitled to any and all retirement in his or her sole name except as specifically provided for herein.

Wife shall be entitled to **\$440,408.97** from Husband's Fidelity 401(k) plan account with Holland & Knight (including the BrokerageLink account included in such 401(k) as of September 26, 2018, plus or minus any market fluctuations since September 26, 2018 related to Wife's share. Said amount represents 50% of Husband's Fidelity 401(k) plan account with Holland & Knight (including the BrokerageLink account included in such 401(k) as of September 26, 2018, plus 50% of the Rollover Contributions made to the Fidelity 401(k) plan subsequent to the Original Filing Date (which was the H&K Defined Cash Benefit Plan Amount identified in Schedule A to the Postnuptial Agreement as marital property on the Original Filing Date). However, the amount

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distributed to **Wife shall be reduced by \$78,177.07** which represents Husband's share of the marital share to which he is entitled of Wife's retirement that is in her name and which she is keeping.

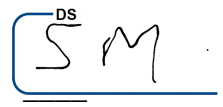
To effectuate this provision, Husband shall engage Matt Lundy or another Qualified Domestic Relations Order ("QDRO") attorney of his choosing to prepare the necessary QDRO(s) and other documents necessary to effectuate the transfer of Wife's share of Husband's 401(k). Husband shall bear the cost of hiring Matt Lundy or another QDRO attorney of his choosing. However, the parties shall equally share any fees charged by the plan administrator to effectuate the QDRO.

Wife is solely entitled to any other retirement or pension claims generated through her employment since the Original Filing Date and Husband relinquishes any rights, interest or claims to same. Husband is solely entitled to any other retirement or pension claims generated through his employment since the Original Filing Date and Wife relinquishes any rights, interest or claims to same.

E. **REAL PROPERTY:**

The parties owned a home located at 9045 Great Heron Circle, Orlando, Florida 32836. The home sold and the net proceeds have been equitably divided such that each received approximately \$600,000.


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Husband shall be solely entitled to the home located at 1217 Reading Drive, Orlando, Florida 32804 as his separate, nonmarital property and shall be solely responsible for the obligations related to same.

F. **BUSINESS INTERESTS:**

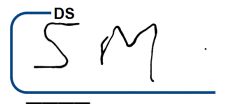
Wife shall be entitled to **\$92,125** of Husband's capital account with Holland & Knight LLP that accrued during the marriage, prior to the Original Filing Date. Husband shall pay Wife her share in full within 30 days. date of entry of the Final Judgment after which Husband shall be solely entitled to the capital account with Holland & Knight LLP.

G. **GATOR TICKETS:** Husband shall be solely entitled to any and all rights the parties have to the points accrued and right to purchase the season football tickets for the Florida Gators. Husband shall be solely responsible for all costs associated with same. Wife shall cooperate with removing her name from the account.

7. **NON-MODIFIABLE DURATIONAL ALIMONY:**

The alimony in the Postnuptial Agreement is modified as follows. Husband is to pay the Wife non-modifiable durational alimony of **\$6,000** per month for a period of 5 years (60 months). The payments shall begin on April 1, 2024, and continuing on the 1st of each month thereafter until the 60th payment. Alimony is non-modifiable as to both the duration and amount and shall not be reduced or eliminated by virtue of the Wife's cohabitation., except as specifically provided for herein.. As said alimony is pursuant to a separation agreement executed before December 31, 2018, said alimony shall be taxable to Wife and deductible by Husband for income tax purposes. Said alimony shall terminate upon the death or the remarriage of the Wife.


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Husband shall pay Wife directly by direct deposit to an account designated by Wife. The Husband may prepay the alimony at any time, discounting the balance remaining at the time of prepayment to present value by agreement of the parties.

Husband shall also maintain life insurance on his life for the benefit of Wife as outlined below in the event of Husband's untimely death for so long as he has an alimony obligation to Wife. The death benefit due Wife shall initially be \$360,000.00 but may be reduced by \$72,000 each year on March 31st beginning in 2025. Should Husband no longer have a policy with his employer, he shall provide another policy and/or the remaining amount due shall be paid by his estate.

8. **MINOR CHILD:**

The following minor child was born of this marriage: M.M., born December 2, 2008, age 15 years.

9. **PARENTING PLAN:**

The parties have entered into a parenting plan addressing their rights and responsibilities for the minor child.

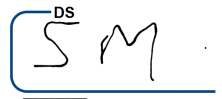
10. **CHILD SUPPORT:**

Husband will be solely responsible for any and all expenses related to the minor child and Wife will not be required to pay any child support.

10. **MEDICAL & DENTAL EXPENSES:**

Beginning immediately, the Husband shall continue to maintain medical and dental insurance for the minor child so long as it is reasonably available through his employer. The


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Husband shall be responsible for 100% of the reasonable and necessary uncovered medical, dental, orthodontic, optical and psychological expenses for the minor child. However, except in an emergency, Wife shall not incur any expense for which she expects reimbursement without permission of Husband.

11. **EXTRACURRICULAR ACTIVITIES:**

The Husband shall be responsible for 100% of all mutually agreed-upon extracurricular activities and uniforms for the minor child. Wife shall not incur any expense for which she expects reimbursement without permission of Husband.

12. **INCOME TAXES:**

The parties will file a joint federal income tax return for 2023. Husband will pay for the cost of the preparation of the joint tax return. Husband will receive any refund and be responsible for any liability associated with the filing of a joint return and agrees to hold the Wife harmless from any liability associated with the filing of a joint tax return for 2023.

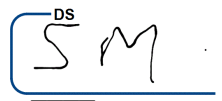
Beginning with the year 2024 and each year thereafter, Husband and Wife shall file individual income tax returns.

Husband and Wife agree that the Husband shall be entitled to the income tax deduction for the minor child every year.

13. **PARTIES' INSURANCE:**

As of the date of this Agreement, each party shall be responsible for obtaining his or her own home/renter's, health and automobile insurance when they next become due.


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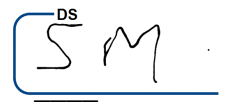
14. **FINANCIAL DISCLOSURE:**

Husband and Wife represent and state to each other that each has in good faith made a full and complete disclosure to the other of their current financial condition (income, assets, and liabilities). They have reviewed the financial information which each of them feels is necessary to evaluate this Agreement and they are each satisfied with the information and knowledge that they have regarding all issues of this case. Any further discovery is waived. They understand that discovery or additional discovery could have been performed by the attorneys to locate, value, and discover other potential assets and obligations. However, by settling the case with this Agreement, they are releasing their attorneys from further obligation to perform discovery or additional discovery. They each agree to waive formal compliance with Rule 12.285, Florida Family Law Rules of Procedure, which requires the filing of a Certificate of Compliance and the exchanging of Financial Affidavits.

15. **WAIVER OF FURTHER DISCOVERY AND TRIAL:**

The parties acknowledge that this Agreement was reached in anticipation of litigation but prior to full discovery being done. The parties acknowledge and understand that they have the right to call witnesses, take depositions, subpoena documents, use interrogatories and admissions, and other methods of discovery to discover any information, whether financial or not, about the relevant issues in this action. The parties acknowledge that they have full knowledge and information of the issues in any dissolution of marriage action and the financial issues of said action. Each party acknowledges that he or she is waiving their rights with respect to further discovery. The parties acknowledge that they know the assets and liabilities of the parties.


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16. **GENERAL RELEASE:**

Husband and Wife acknowledge that the provisions of this Agreement are fair, adequate, satisfactory, and in keeping with their accustomed standard of living and their reasonable requirements. Each party accepts these provisions in full settlement of all claims and demands for alimony or for any other provision of support and maintenance, and each releases and discharges the other from any and all claims and demands, including rights of the other's estate and any and all legal actions except those provided in this Agreement.

17. **ADDITIONAL INSTRUMENTS:**

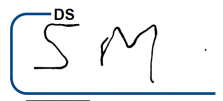
Within a reasonable amount of time after written demand, each party shall execute, acknowledge and deliver all documents or instruments required to carry out the provisions of this Agreement. A party who fails on demand to comply with this provision shall pay to the other any and all attorney's fees, costs, and other expenses reasonably incurred as a result of that failure.

18. **SELF-EXECUTING NATURE OF AGREEMENT:**

Should either party fail or refuse to execute any document(s) required by this Agreement, any Final Judgment of Dissolution of Marriage between the parties shall be effective to transfer ownership of any property specified in this Agreement to the party entitled to property under this Agreement upon recordation of any Final Judgment of Dissolution of Marriage between the parties, notwithstanding any disability of the parties, pursuant to Rule 12.570(d) of the Florida Family Law Rules of Procedure and section 61.075(2), *Florida Statutes*.

19. **ENFORCEMENT:**


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If this Agreement is incorporated into a Final Judgment of Dissolution Marriage all provisions of this Agreement shall be enforceable in the action for the dissolution of marriage through contempt proceedings or by any other available method. It is further agreed that this court may retain jurisdiction to enforce this Agreement.

20. **MODIFICATION:**

This Agreement shall not be modified, extended or stayed except by written consent by the parties.

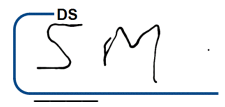
21. **FUTURE RELATIONS:**

Husband and Wife agree that future or present cohabitation together or the resumption of marital relations in an effort to reconcile and/or cohabitation or reconciliation or the resumption of sexual relations subsequent to the entry of the Final Judgment of Dissolution of Marriage, shall in no way act to void either in whole or in part any provision of this Agreement, nor shall the same modify this Agreement or cause either party to this Agreement to be in a position where defense of the non-exercise of any right, privilege, or duty hereunder, shall constitute a defense to any subsequent action for enforcement, modification or any other proceedings. This Agreement can only be modified in writing, signed by both parties. The Husband and Wife agree that this provision shall supersede any and all future changes that may occur in the law and the Florida Statutes.

22. **ACCEPTANCE, REJECTION OR MODIFICATION BY COURT:**

Each party understands that under Florida law, the court has the power to accept or reject the terms of this Agreement.


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23. **SEVERABILITY:**

If any portion of this Agreement is held illegal, unenforceable, void or voidable by any court, each of the remaining terms hereof shall nevertheless remain in full force and effect as the parties' separate contract. This Agreement shall be deemed modified and amended only to the extent necessary to render it valid and enforceable.

24. **STRICT PERFORMANCE:**

The failure of a party to insist on strict performance of any provision of this Agreement is not a waiver of any other or subsequent breach.

25. **DEFAULT:**

In the event either party to this Agreement defaults in his or her obligations hereunder, the party in default shall be liable to the non-defaulting party for all reasonable expenses incurred, including attorney's fees and costs, in the enforcement of obligations created by this Agreement.

26. **NON-ALIENATION OF PROVISIONS:**

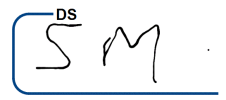
All the provisions of this Agreement shall be binding upon the respective heirs, personal representatives, successors, or assignees of the parties.

27. **TAX IMPLICATION:**

Husband and Wife acknowledge that the allocations and distribution of real or personal property has tax implications. Neither has relied on opinions of counsel herein regarding income tax allocations. Husband and Wife have been advised to seek the opinion of a certified public accountant and/or other tax advisor.

28. **WAIVER OF RIGHT TO ELECTION:**


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The parties respectively waive, release and surrender, each to the other, any and all rights of election or marital rights that each may have to participate in any real or personal property of the other at death; and do hereby agree to execute, acknowledge, and deliver upon request, any other necessary or proper instrument to bar election, legal share, or marital rights to each other of any property of any kind and wherever the same may be situated; and do hereby expressly release, waive, and surrender, any and all rights, title or claim to participate in any way in the distribution and enjoyment of any real or personal estate of which either may die, cease, possess, or in any manner have interest in, at the time of death, except such right, title or claim as may be created by the last will and testament of either party or by the provisions of this Agreement.

29. **ATTORNEY'S FEES AND COSTS:**

The Husband shall reimburse the Wife her attorney's fees and costs up to the capped amount of \$10,000 for fees incurred in negotiating this settlement through entry of the Final Judgment within ten days of presentation of a summary billing.

30. **UNDERSTANDING OF EACH AND EVERY PROVISION:**

Husband and Wife mutually acknowledge that they have fully, completely and carefully considered each and every one of the paragraphs contained in this Agreement and they expressly agree to and shall fully and completely comply with every provision herein and assume the obligations imposed.

31. **HEADINGS:**

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The parties agree that the underlined headings set forth in this Agreement are for the convenience of the parties only and shall not affect the interpretation of this Agreement or of any terms and provisions contained herein.

32. **CONSTRUCTION:**

Florida law shall govern this Agreement.

33. **ENTRY OF FINAL JUDGMENT.** The parties agree that the Final Judgment of Dissolution of Marriage shall be entered as soon as practicable and both parties shall cooperate with same. The parties waive their notice of appearance at said hearing so long as the Final Judgment is approved by their attorneys and is consistent with the provisions of this Agreement..

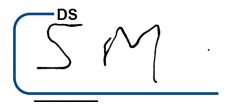
34. **REPRESENTATION:**

The parties represent to each other that:

The Wife is represented by Wendy L. Aikin, Esquire. The Wife acknowledges that she fully understands this Agreement and has been informed as to her legal rights and obligations and is signing this Agreement freely, voluntarily, and intelligently, and intending to be bound by its terms.

The Husband is represented by Keersten Heskin Martinez, Esquire. The Husband acknowledges that he fully understands this Agreement and has been informed as to his legal rights and obligations and is signing this Agreement freely, voluntarily, and intelligently, and intending to be bound by its terms.


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- a. This Agreement shall not be interpreted with regard to any rule requiring interpretation against the drafter or the party causing this Agreement to be prepared.
- b. This Agreement constitutes the entire contract between the parties and supersedes any prior understandings or Agreements made by them. There are no representations or warranties other than those set forth in this Agreement.
- c. If the parties reconcile, the parties understand that matters dealing with property division shall continue to be binding unless agreed to otherwise in writing.

Signature on Following Page

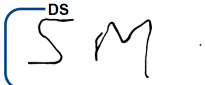
IN WITNESS WHEREOF the parties have set their hand and seal this 27th day of March 2024.

DocuSigned by:

 47760B90883B432
 SHANNON MCALEAVEY


 THOMAS MCALEAVEY

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Sent for signature to Tom McAleavey (tom.mcaleavey@hklaw.com) from office@heskinmartinezlaw.com
IP: 72.188.153.186



VIEWED

03 / 27 / 2024

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Viewed by Tom McAleavey (tom.mcaleavey@hklaw.com)
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COMPLETED

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The document has been completed.