

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT,  
IN AND FOR VOLUSIA COUNTY, FLORIDA

Case No.: 2023 32221 FMCI

Division: 35

IN RE THE MARRIAGE OF:

JEAN MOORE MAGGIO,  
Petitioner,

and

LEON MAGGIO,  
Respondent

**MARITAL SETTLEMENT AGREEMENT**

This Agreement is made in connection with an action for dissolution between Jean Moore Maggio, referred to as "Petitioner" or "Wife" herein, and Leon Maggio, referred to as "Respondent" or "Husband" herein, who are sworn and agree as follows:

**WHEREAS**, the parties hereto were married to each other on or about May 5, 1988;

**WHEREAS**, no children were born to or adopted by the parties involved in this action, and none are expected;

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

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

**WHEREAS**, the parties wish to settle between themselves, now and forever, their respective rights, duties, and obligations regarding property and liabilities;

**WHEREAS**, each party has read this Agreement and understands its terms and consequences, and each party believes that this Agreement is fair, just, and reasonable;

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

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the parties have

agreed and do hereby agree as follows:

**ARTICLE I  
REAL ESTATE**

**The Former Marital Residence**

1.1 The marital residence located at 101 Oyster Catcher Court, Daytona Beach, Florida 32119 has been sold and the net sale proceeds equally split between the parties.

**ARTICLE II  
RETIREMENT**

**Allspring Account #9757**

2.1 Petitioner is awarded fifty percent (50%) of the interest of Respondent in the Allspring Account #9757 as of October 1, 2024.

2.2 Respondent shall be responsible for the costs of preparing the Qualified Domestic Relations Order for the distribution of the Allspring Account #9757 described above.

**PNC Investment Account #8634**

2.1 Petitioner is awarded fifty percent (50%) of the interest of Respondent in the PNC Investment Account #8634 as of October 1, 2024.

2.2 Petitioner shall be responsible for the costs of preparing the Qualified Domestic Relations Order, if necessary, for the distribution of the PNC Investment Account #8634.

**ARTICLE III  
DIVISION OF OTHER ASSETS AND LIABILITIES**

**Division of Other Assets**

3.1 The parties have already divided all other marital property in an agreeable and satisfactory manner prior to the execution of this Agreement. Each party shall have exclusive ownership in all items of property that are currently in his or her possession or control, and the other party waives and releases any and all claim or interest in such items.

**Division of Liabilities**

3.2 Any obligation or liability that is not listed herein shall be the responsibility of the party that incurred the same, and the party that incurred the same shall indemnify the other party

and the property of the other party harmless from liability therefor.

3.3 Neither party shall hereafter incur any obligation or liability for which the other party will be liable.

### General Provisions

3.4 Full and Complete Disclosure. Each party hereto warrants and agrees that he or she has made a full and complete disclosure to the other party of all marital and nonmarital property, income, assets and liabilities.

3.5 Other Information or Instruments. Each party agrees to provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Agreement.

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

### ARTICLE IV NO ALIMONY

4.1 Both parties waive any claim for alimony, whether temporary, durational, "bridge-the gap," rehabilitative, or lump sum. No provision of this Agreement should be construed as payment of alimony by either party.

### ARTICLE V TAX ISSUES

#### Federal Income Taxes for Tax Year 2024

5.1 For tax year 2024, each party shall file an individual income tax return in accordance with the Internal Revenue Code.

5.2 Unless otherwise specified in this Agreement, and in addition to income attributable to each party's respective nonmarital property, each party must report as the party's income one-half of all income attributable to marital property, including earnings from personal services received on or before the date of the dissolution of the marriage. Additionally, each party may take credit for all of the reporting party's estimated tax payments and federal income tax payroll withholding deductions occurring after the date of the dissolution of the marriage, and, to the extent allowed by law, all deductions, exemptions, credits, and adjustments attributable to his or her income and expenses after the date of the dissolution of the marriage.

5.3 Each party shall timely pay his or her tax liability in connection with the tax return filed by such party. Any refund received as a result of a party's tax return shall be the sole

property of the party filing such tax return.

5.4 Each party shall indemnify and hold harmless the other party for such taxes, liabilities, deficiencies, assessments, penalties, or interest due thereon or the omission of taxable income or claim of erroneous deductions of the applicable party.

### Other Provisions

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

5.6 Request for Information and Cooperation. It is agreed that each party shall provide any information reasonably necessary to prepare federal income tax returns, within thirty (30) days of receipt of a written request for the same. Each party shall reasonably cooperate with the other in the preparation of income tax returns as set forth hereinabove. Within five days of receipt of written notice from the other party, each party will allow the other party access to these records in order to respond to an IRS examination or request for information. Purposes for which access to such records will be granted includes, but is not limited to, the determination of acquisition dates or tax basis, and such access shall include the right to copy the records.

5.7 Preservation of Information. Each party shall preserve for a period of seven years from the date of the filing of the applicable tax return, all financial records relating to the marital property. Each party shall preserve indefinitely, any records which determine or affect the tax basis in any marital property.

5.8 No Waiver of "Innocent Spouse". The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that a party has under the "Innocent Spouse" provisions of the Internal Revenue Code.

## ARTICLE VI COURT COSTS AND ATTORNEY'S FEES

6.1 Any costs of court, including the filing fee for the petition for dissolution, will be borne by the party incurring the same.

6.2 Each party will be responsible for his or her own attorney's fees incurred herein.

## ARTICLE VII GENERAL PROVISIONS

7.1 Mutual Release. Each party waives, releases and relinquishes any actual or potential right, claim or cause of action against the other party, including but not limited to asserting a claim against the estate of the other party or to act as a personal representative of such estate, except as otherwise provided for in this Agreement or arising hereunder.

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

7.3 Reconciliation. In the event of a reconciliation or resumption of marital relations, this Agreement or its provisions shall not be abrogated in any way without further written agreement of the parties.

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

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

7.6 Severability. This Agreement is severable, and if any term or provision is determined to be unenforceable, this shall not render the remainder of the Agreement unenforceable.

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

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

7.9 Remedies for Enforcement. The terms and provisions of this Agreement are enforceable in contract, in addition to any remedies for enforcement that may also be available under any final judgment of dissolution of marriage entered between the parties.

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I, JEAN MOORE MAGGIO, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.

Dated: September 20, 2024

Jean Moore Maggio  
JEAN MOORE MAGGIO

STATE OF FLORIDA  
COUNTY OF VOLUSIA

Sworn to or affirmed and subscribed before me by means of  physical presence or  online notarization on 9-20-2024 by JEAN MOORE MAGGIO.



LAURAM. FORD  
Commission # HH 105844  
Expires May 4, 2025  
Bonded Thru Budget Notary Services

Laura M. Ford  
NOTARY PUBLIC - STATE OF FLORIDA

Laura M. Ford  
Printed Name of Notary

Personally known  
 Produced identification  
Type of identification produced \_\_\_\_\_

I, LEON MAGGIO, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.

Dated: September 23, 2024

Leon Maggio  
LEON MAGGIO

STATE OF FLORIDA  
COUNTY OF ~~VOLUSIA~~ Orange

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization on 9/23/2024 by LEON MAGGIO

[Signature]

NOTARY PUBLIC - STATE OF FLORIDA

*Rebecca Jacobs*

Printed Name of Notary

Personally My Commission  
 Produced Identification HH 420655  
 Type of Identification Produced \_\_\_\_\_

