

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

CASE NO.: 2023-DR-007458-O

MAURICE PATRICK BARRETT IV,
Petitioner,

and

MICHAEL LYNN BAZOR,
Respondent.

MEDIATED SETTLEMENT AGREEMENT

The parties and their attorneys participated in mediation on January 16, 2024 and reached the following full and complete agreement on all matters as follows:

1. Jurisdiction: The parties acknowledge that this Court has jurisdiction over each of them and the subject matter of these proceedings.

2. Bridge-the-Gap Alimony: The Husband shall pay to the Wife the sum of Five Hundred Dollars (\$500.00) per month for a period of four (4) months, beginning on March 1, 2024 (provided the Wife timely vacates the home as described in Paragraph Three, below) and continuing through the June 1, 2024 payment. This amount is not modifiable, either as to amount or duration. The Husband may prepay the alimony without penalty. The payments shall be made by direct deposit into a bank account that the Wife designates.

3. Husband's Premarital Real Property: The Wife acknowledges that the marital home located at 7715 Anselmo Lane, Windermere, Florida is the Husband's premarital property and she waives any right, claim or interest in same. The Wife agrees to vacate the residence not later than February 29, 2024 and shall remove all of her furnishings and personal property not later than February 29, 2024. The Husband shall hire movers and shall pay for the movers, up to \$1,500.00. Any costs in excess of \$1,500.00 shall be paid equally by the parties. Should the Wife fail to timely vacate, then the alimony payments are waived and the Husband may pursue all available enforcement remedies.

4. Personal Property: Each party shall retain those items of personal property that he or she has purchased, free from any claim of the other party. Specifically, however, the Wife

DS
MB
M. P. B.

DS
MB
M. L. B.

shall retain her Glowforge laser cutter.

5. Pets: The Husband shall retain Sammy. The Wife shall retain Molly and Toothless.

6. Vehicles: The Wife shall retain her 2013 Jeep as her separate property. The Husband will replace the battery and reinstall the glove box within thirty days from the date of this Mediated Settlement Agreement. The Wife shall be entitled to use the 2021 Ford Escape until the end of March, 2024. The Wife shall be responsible to maintain the car in good condition and shall be solely responsible for all tolls, parking and damages, if any, incurred by her between the date of this Mediated Settlement Agreement and the date she refinances, trades in or relinquishes the car (not later than March 31, 2024) and shall indemnify and hold the Husband harmless for same. The Wife shall have the option to refinance the loan (currently in the Husband's name) into her separate name or trade the car in not later than March 31, 2024. Should she be unwilling or unable to refinance to remove the Husband from all liability or trade the car in, then she shall relinquish the vehicle to the Husband not later than March 31, 2024. Should she fail to do so, then the remaining alimony payments are waived.


7. Debts: Each party shall be responsible for any and all debts in his or her name, free from any liability of the other. The parties represent that there are no joint debts.

8. Bank Accounts: The Wife shall retain the balance in the joint checking account at Bank of America. The parties shall sign whatever documents are necessary to close the joint account within thirty days from the date of this Mediated Settlement Agreement. Each party shall retain any and all funds currently in his or her separate name, free from any claim of the other party.

9. Retirement Accounts: Each party shall retain any retirement funds in his or her name, free from any right, claim or interest of the other party.

10. Lump Sum Payment to the Wife: As and for equitable distribution, the Husband shall pay to the Wife the sum of Twenty Thousand Dollars (\$20,000.00), as a rollover from his 401(k) retirement plan. The Wife shall be responsible for the income taxes on this amount, if any. The Husband shall be responsible for the cost to prepare and enter the Qualified Domestic Relations Order (QDRO).

11. 2023 Federal Income Tax Return: The parties will file a joint federal income tax return and shall equally divide the anticipated refund for overpayment of taxes. The Wife shall


M. P. B.


M. L. B.

provide the Husband with all W-2 and 1099 statements within five days of his or her receipt of same.

12. Attorney's Fees: Each party shall be responsible for his or her attorney's fees and costs, without contribution from the other party.

13. Voluntary Agreement: Each party has read this agreement, fully understands its terms and has signed this Agreement freely and voluntarily. Further, each party understands that this agreement is binding upon each of their signatures and the signatures of their attorneys and will be filed with the Court.

1/16/2024

DATED this ____ day of January, 2024.

DocuSigned by:
Maurice Barrett
MAURICE PATRICK BARRETT IV

DocuSigned by:
Michael Bazor
MICHAEL LYNN BAZOR

DocuSigned by:
Lorraine Durham
LORRAINE M. DURHAM, ESQUIRE
Attorney for Petitioner

DocuSigned by:
Megan W.L. Malec
MEGAN W. L. MALEC, ESQUIRE
Attorney for Respondent

Nancy S. Weber
NANCY S. WEBER, Mediator