

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR SUMTER COUNTY, FLORIDA

In Re: The Marriage of

LYNN WELLS,

CASE NO.: 60-2024-DR-000046

Petitioner/Wife,

and

JAMES WELLS,

Respondent/Husband.

_____ /

MARITAL SETTLEMENT AGREEMENT

This MARITAL SETTLEMENT AGREEMENT (“Agreement”) is made and entered into by JAMES WELLS (“Husband”) and LYNN WELLS (“Wife”), collectively referred to as (“the parties”).

BACKGROUND:

1. The parties were married on August 17, 1991, in Berkley Michigan.
2. The parties have been continuous residents of the State of Florida for more than six months.
3. The marriage between the parties is irretrievably broken.
4. The parties have no minor children in common, no minor children have been adopted during the marriage and Wife is not currently pregnant.
5. The parties desire to settle their respective property rights, support provisions, attorney’s fees, and all other matters related to their marriage.

6. Husband and Wife each believes this Agreement to be fair, just, and reasonable; assents freely and voluntarily to its terms and accepts its conditions, obligations, and agreements.
7. Wife is represented by Kaitlyn Dvoran, Esq. with Peralta and Dvoran, P.A., and the Husband is represented by Drew M. Joanides, Esq. with Anne E. Raduns, P.A.
8. It is agreed that in consideration of the mutual promises, agreements, covenants, and conditions contained herein, together with good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, it is hereby mutually covenanted and agreed between the Husband and Wife as follows:
9. BACKGROUND. The background paragraphs contained above are true and correct and are incorporated herein by reference.
10. RECONCILIATION. It is the parties' intention and agreement that a reconciliation, temporary or permanent, or a further separation after any reconciliation, shall in no way abrogate or affect the provisions of this Agreement.
11. MARITAL RESIDENCE. The parties own real property located at 2234 Lockwood Loop, The Villages, Florida 32162 ("Marital Home"), more particularly described as:

Lot 14, Villages of Sumter Unit No. 103, according to the plat thereof recorded in Plat Book 6, Pages 31 and 31A, Public Records of Sumter County, Florida.

The parties agree that the Marital Home shall be sold, and the net proceeds evenly divided. However, \$40,753.70 shall be paid to the Wife from Husband's one-half portion prior to him receiving any money from the title company. The parties request the title company to cut two separate checks when distributing funds, in addition to issuing two separate 1099-S, if necessary (which shall reflect an equal distribution, although the Wife is to receive an additional \$40,753.70 from Husband's one-half). If

Husband's half is equal to or less than \$40,753.70, then Wife shall retain the entire amount with the remaining balance to be paid by Husband within 90 days. The net proceeds, for the purposes of this Agreement, shall be defined as the proceeds minus closing costs, realtors' fees, mortgage, Fidelity Credit Card (8138) with a balance of \$8,000.00, Bank of America Credit Card (7899) with a balance of \$5,000.00, and Campus USA Credit Card (0968) with a balance of \$1,610.57 and any other payments associated with the sale of the residence is satisfied. As such a check in the total amount of \$14,610.57 shall be issued at closing in the parties joint names to be deposited into the parties joint checking account to be used for the purposes of paying off the aforementioned debt. The parties acknowledge that the home is under contract and set to close on June 10, 2024. In the event the closing does not go through, the parties shall follow the realtors' recommendation with regard to the initial listing price of the Marital Home and with regard to any changes in the listing price. The parties agree that they shall accept any offer within \$3,000.00 of the listing price within 5 days of receiving such offer. Should the parties receive a better offer within 5 days of receiving an offer within \$3,000.00 of the listing price, they shall accept the best offer available to them in relation to the net proceeds they would receive. Should it be necessary for the parties to repair the home, or otherwise spend money in order to get the Marital Home into a sellable condition or pass a building inspection, the parties shall evenly divide any and all expenses associated with said repairs to the Marital Home. The realtor and/or home inspector may determine whether the repairs are necessary. Wife shall obtain 3 quotes for any of the repairs that need to be done to the home and provide those quotes to Husband within 10 days of confirmation from the realtor or home inspector that the

repairs are necessary. Upon receiving the quotes, Husband shall have 5 days to choose one of the quotes. If either party fails to pay for their half of the repairs, the party who paid for the repairs shall be compensated for half of the cost of the repairs out the proceeds from the sale of the Marital Home. As of the effective date of this Agreement Wife shall have sole and exclusive use and possession of the Marital Home.

12. WIFE'S ANNUITY ACCOUNT

- a. Wife has an annuity which is of non-marital nature and not subject to equitable distribution. As such, Wife shall retain her annuity as her sole and exclusive asset free from any claims of Husband.

13. HUSBAND'S RETIREMENT BENEFITS UNDER CITI GROUP PENSION PLAN

(hereinafter "the Plan"): The Husband (for purposes of this section referred to as the "Participant") is a Participant under the Plan. For the purposes of marital property division, the Wife (for purposes of this section referred to as the "Alternate Payee") is hereby granted a portion of the Participant's retirement benefits under the Plan as designated below.

- a. **Amount of Alternate Payee's Benefits:** The Alternate Payee is hereby assigned 50% of the Participant's gross monthly benefit.
- b. **Postretirement Cost-of-Living Adjustments:** The Alternate Payee shall receive a pro rata share of any post-retirement cost-of-living adjustments (COLAs) or other economic improvements made to the Participant's benefits on or after the date of benefit commencement. Such pro rata share shall be calculated in the same manner as the Alternate Payee's share of the Participant's retirement benefits is calculated above.

- c. **Commencement Date and Form of Payment to the Alternate Payee:** The Alternate Payee's benefits shall commence immediately.
- d. **Early Retirement Subsidy/Supplements:** The Alternate Payee shall be entitled to a pro rata share of any employer-provided early retirement subsidy and/or supplements provided to the Participant on the date of the Participant's retirement, and, in the event that the Alternate Payee has already commenced benefits on the date of the Participant's retirement, the amounts payable to the Alternate Payee shall be increased in accordance with the Plan Administrator's practices and the Plan's actuarial principles in order to provide the Alternate Payee with the pro rata share of such early retirement subsidy. If the Alternate Payee's commencement of benefits prior to the Participant's commencement makes it impossible for the Plan to apply such subsidy to the Alternate Payee's benefits, then the subsidy shall be waived.
- e. **Survivorship Protection for Alternate Payee and Death of Alternate Payee:** Any survivor benefit currently in place under the plan shall remain in place. If the Alternate Payee predeceases the Participant, the Alternate Payee's assigned benefit shall revert to the Participant.
- f. **Tax Treatment of Distributions Made to the Alternate Payee under the Qualified Domestic Relations Order:** For purposes of Sections 401(a)(1) and 72 of the Internal Revenue Code, the Alternate Payee shall be treated as the distributee of any distribution or payments made to the Alternate Payee under the terms of a Qualified Domestic Relations Order (QDRO) necessary to

effectuate the terms of this section, and as such, will be required to pay the appropriate federal, state, and local income taxes on such distribution.

- g. **Inadvertent Payment(s) to Plan Participant:** In the event that the Plan Trustee inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Agreement, the Participant shall immediately return such payments to the Plan administrator. Upon receipt of the repayment, the Plan administrator shall issue an amended Form 1099 to the Participant so that the Participant is not liable for any income taxes associated with the Alternate Payee's assigned share of the benefits.
- h. **QDRO Preparation:** The parties hereby agree that Matthew Lundy Law—QDRO Law (“MLL”) shall be hired to prepare the QDRO(s) in this matter. The Participant shall ~~immediately~~ engage MLL to prepare the QDRO(s) within 20 days of effective date of this Agreement. The parties shall equally divide the cost of said QDRO preparation, and upon receiving proof of payment, the Participant shall reimburse the Alternate Payee for 1/2 of the fee paid to MLL within 30 days of Alternate Payee providing proof of payment to the Participant.
- i. **Continued Jurisdiction:** The Court shall retain jurisdiction to enter any QDROs necessary to effectuate the terms of this Agreement, and to amend the provisions in such QDROs, as may be necessary to effectuate the terms of such QDROs. The court shall also retain jurisdiction to enter such further orders that are just, equitable, and necessary to enforce, secure, and sustain the benefits awarded to the Alternate Payee. Such further orders may include, but not be limited to, nunc pro tunc orders or orders that re-characterize the benefits

awarded under the Plan to apply to benefits earned by the Participant under another Plan, as applicable, or orders that award spousal or child support, to the extent necessary to carry out the intentions and provisions of this Order.

- j. **Direct Payment from Participant to Alternate Payee:** In the event that a QDRO or similar order has not been properly administered and/or qualified by the Plan as of the Valuation Date, and the Participant receives any monies that belong to the Alternate Payee pursuant to this Agreement, the Participant shall make direct payment to the Alternate Payee of her share, subject to the contempt powers of the Court.
- k. **Pension Benefit Guaranty Corporation (the “PBGC”):** In the event that the Plan is taken over by the PBGC, resulting in a decrease in the total benefits available to either party, then the parties’ benefits shall be adjusted in proportion to their share of the total benefits awarded pursuant to this section.
- l. **Future Buyout:** In the event that the Plan offers either or both parties a buyout of the portion of the benefit assigned to such party under this Agreement, and such buyout will in no way affect the benefit of the other party, or the rights assigned hereunder, then such receiving a buyout offer party is free to accept or reject such buyout at their sole discretion. If such buyout will affect the other party’s benefit or their rights hereunder in any way, and one of the parties’ desires to accept such a buyout, then the parties shall attempt to mediate the issue, and if mediation fails, then they shall submit the issue to the Court for resolution, and for this purpose the Court expressly reserves jurisdiction.

14. VEHICLES.

- a. The Husband shall receive the 2006 Ford Mustang as his sole and exclusive asset. The Husband will be responsible for the tax, tag, title, insurance, maintenance, and loan associated with this vehicle. Husband shall fully and completely indemnify and hold Wife harmless from any liability resulting from his ownership of the 2006 Ford Mustang. Wife agrees to relinquish any interest she has in the 2006 Ford Mustang.
 - b. The Wife shall receive the 2019 Ford Escape and 2017 Yamaha Golf Cart as her sole and exclusive assets. The Wife will be responsible for the tax, tag, title, insurance, and maintenance associated with these vehicles. Wife shall fully and completely indemnify and hold Husband harmless from any liability resulting from her ownership of the 2019 Ford Escape and 2017 Yamaha Golf Cart. Husband agrees to relinquish any interest he has in the 2019 Ford Escape and 2017 Yamaha Golf Cart. Wife has 30 days from the effective date of this Agreement to remove Husband's name from the loan associated with the 2019 Ford Escape.
 - c. The parties agree to execute any documentation necessary to transfer title or otherwise convey any interest they may have to the others vehicle within 30 days of the effective date of this Agreement.
15. LIFE INSURANCE POLICIES. Wife shall retain the CUNA life insurance policies as her sole and exclusive assets free from any claim by Husband.
16. HEALTH INSURANCE. The parties agree that Wife will be removed from Husband's health insurance coverage provided by his former employer. Both parties will cooperate with the removal of Wife from said policy.

17. BANK ACCOUNTS. Each party shall be entitled to the monies in his or her respective separate bank account(s) as their sole and exclusive assets free from any claim of the other. The parties still have a number of joint bank accounts, and each agree not to spend any of the funds in the joint accounts as of the effective date of this Agreement. The parties agree to close and split the following accounts within 30 days of the effective date of this Agreement:

- a. Bank of America checking account ending in 7494;
- b. Bank of America savings account ending in 1615;
- c. DATCU checking account ending in 8420;
- d. DATCU savings account ending in 8401;
- e. Campus USA checking account ending in 0090; and
- f. Campus USA savings account ending in 0000.

18. PERSONAL PROPERTY. The personal effects of the parties, including but not limited to their own personal jewelry and clothing, shall be the sole and exclusive property of that party. Husband shall retain the alarm system and any other personal property in his possession. Any other property remaining in the marital home that is not being sold with the marital home will be the sole and exclusive property of Wife.

19. PHONE PLAN. The parties agree to separate their T-Mobile phone plans within 30 days of entry of the Final Judgment of Dissolution of Marriage.

20. THE PARTIES' DEBTS. The parties acknowledge that the following items are joint marital debt that should be paid off in the amounts listed below from the sale of the marital home. Any amounts owed above and beyond the total amounts listed herein shall be paid by Husband within 30 days of the effective date of this Agreement in full

and any joint accounts must be closed. Husband agrees to indemnify and hold Wife harmless from any amounts owed above and beyond what is listed herein. The following debts should be paid in the order that they are listed:

- a. Citizens First Bank mortgage account ending in 4781;
- b. Bank of America credit card account ending in 7899 (\$5,000.00);
- c. Campus USA credit card account ending in 0968 (\$1,610.57); and
- d. Fidelity/Elan Financial credit card account ending in 8138 (\$8,000.00).
- e. For any debts not listed herein, Wife shall be responsible for the debt in her individual name, and she shall indemnify and hold Husband harmless from any liability resulting therefrom. Husband shall be responsible for the debt in his individual name and shall indemnify and hold Wife harmless from any liability resulting therefrom. Wife shall immediately deliver to Husband any credit cards that are in Husband's name and for which Wife is an authorized user. Husband shall also deliver to Wife any credit cards that are in Wife's name and for which Husband is an authorized user. If the parties have any credit cards that are in joint names, they will both destroy any cards related to these accounts and close the account(s). Neither will incur any liabilities for which the other may be responsible for from this date forward. Should a party breach the terms of this Agreement by incurring a joint debt after the effective date of this Agreement, he or she agrees to hold the other harmless from any said debt or obligation, and further agrees to indemnify the other party for any reasonable costs or expenses that he or she might incur in regard to said breach, including any and all attorney's fees and costs incurred, whether suit be brought or not. Further, each party warrants to the other

that they have not incurred any obligations which might jointly obligate them, except those obligations set forth herein.

21. NO FURTHER INDEBTEDNESS. Neither party shall incur any further indebtedness for which the other will be held liable. If any presently unknown debts or obligations exist, the party who incurred the debt or obligation shall be responsible for payment of the debt or obligation and shall indemnify and hold the other harmless and free from liability. If any action or proceeding is initiated to hold a party responsible for a debt or obligation incurred by the other party, the party who incurred the debt or obligation shall defend the other, whether or not the action or proceeding is well-founded. Any indebtedness incurred by one party in the other party's name without the named party's express written consent shall be the sole responsibility of the party who incurred the debt or obligation, and that party shall indemnify and hold the other harmless and free from liability.
22. ALIMONY. Husband agrees to pay Wife lump sum alimony in the total amount of \$40,753.70 to be paid to Wife out of Husband's portion of the proceeds from the sale of the Marital Home.
23. ATTORNEY'S FEES. Each party agrees to pay their own attorney's fees and costs in entering into this Agreement. Should either party breach the terms of this Agreement, causing the other party to employ an attorney for the enforcement of the provisions of this Agreement, or for the collection of damages as a result of said breach, or for the collection of any monies, then the non-breaching party's attorney's fees and court costs will be paid by the breaching party.

24. GENERAL RELEASE AND WAIVER. Except as otherwise provided in this Agreement, each party waives any and all claims, demand, rights, title, or interest that he or she may have or hereafter acquire in any present or future asset of the other. This release includes, but is not limited to, the right to elect to take against the will or codicil of the other party; the right to share in the other party's estate; the right to act as executor, administrator or personal representative of the other party's estate; the right to claim dower, curtesy, inheritance, descent, distribution or any other rights and claims arising out of the marital relationship. This release is binding on the executors, administrators, personal representatives, heirs or assigns of each of the parties.

25. WAIVER OF ESTATE RIGHTS. Except as otherwise specifically provided herein, each party hereby waives, relinquishes, and releases:

- a. All right and claim in or to the estate of the other in the event of the other's death during the marriage.
- b. All rights to any elective share, exempt property, family allowance, homestead, pretermitted spouse, and all other statutory or any other rights that each may have in the estate of the other in the event of the other's death during the marriage.
- c. The right to serve as personal representative of the estate of the other party, or to take under the Last Will and Testament of the other party, except by Will, or Codicil to a Will, hereafter made.

26. EFFECTIVE DATE. The effective date of this Agreement shall be the date it is last executed by either party.

27. EFFECTING SALE OR TRANSFER OF PROPERTY. Should it be necessary in the future to effectuate the sale or transfer of any property belonging to either of the parties,

each party agrees to promptly sign for the other all papers requisite or necessary to complete such transaction. If either party shall fail to comply with the provisions of this paragraph, the Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such a manner and with such force and effect as shall be necessary to effectuate the terms of this Agreement.

28. DESIGNATING BENEFICIARIES. Each party understands and agrees that if this Agreement requires that a certain beneficiary or beneficiaries be designated for an asset or assets, all beneficiary designations on all such assets shall be reviewed and changed, if necessary, to ensure that the proper persons are designated as required under this Agreement within thirty (30) days of the effective date of this Agreement. The parties further understand that even if this Agreement does not require that a certain beneficiary be designated for such asset, each party should still review all beneficiary designations on all such assets that they own (or that they will own under the terms of this Agreement) and change the beneficiary designation, if necessary, to ensure that such assets go to the person or persons to whom the owning party desires.
29. AUTHORSHIP. In the event that it becomes necessary for any reason to construe this Agreement as permitted by the rules of evidence of the State of Florida, this Agreement will be construed as being jointly prepared and drafted by all parties hereto.
30. NO MODIFICATION EXCEPT IN WRITING. No modification, waiver, or relinquishment of this Agreement shall be deemed to have been made by Husband or Wife unless done in writing by him or her or unless effected by Court Order. Temporary changes to this Agreement may be made informally without a

written document; however, if the parties dispute the change, the terms of this Agreement shall remain in effect until further order of the Court.

31. 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 a separate contract. This Agreement shall be deemed modified and amended to the extent necessary to render it valid and enforceable.
32. GOVERNING LAW. It is the intention and direction of the parties hereto that this instrument shall be governed by and construed in accordance with the laws of the State of Florida.
33. RECONCILIATION/REMARRIAGE. Any reconciliation, attempted reconciliation or remarriage between Wife and Husband will have no effect on any of the terms of this Agreement, unless the parties agree otherwise in writing.
34. INCORPORATION INTO FINAL JUDGMENT. The parties hereby request and agree to the entry of an order of the Court that approves, adopts, and incorporates the terms of this Agreement in the above case and dissolves the parties' marriage without further need for a hearing or notice of such a hearing.
35. EXECUTION OF NECESSARY DOCUMENTS. Each party shall, upon demand of the other, execute, acknowledge, and deliver any and all documents, including corrective documents, which may be necessary to enable the other party to effectuate the intent, purposes, and provisions of this Agreement.
36. ELECTRONIC/FACSIMILE SIGNATURES. This Agreement may be executed in counterparts and transmitted by facsimile/electronic transmission, and each of such

counterparts, whether an original or a facsimile of an original, will be deemed to be an original, and all of such counterparts together will constitute a single agreement.

37. WIFE'S MOTION FOR CONTEMPT AND ENFORCEMENT OF THE STANDING ORDER. Wife's Motion for Contempt and Enforcement of the Standing Order, filed February 21, 2024, will be considered withdrawn once this fully executed Agreement is filed with the Court.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2024.

WIFE:

LYNN WELLS

Date

WITNESSES TO WIFE:

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared LYNN WELLS who is personally known to me to be the person described as Wife in the foregoing Agreement or who has produced _____ as identification, and he acknowledged, under oath, to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and seal this _____ day of _____, 2024.

NOTARY PUBLIC
Printed Name: _____
My Commission Expires: _____

HUSBAND:

JAMES WELLS

Date

WITNESSES TO HUSBAND:

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared JAMES WELLS, who is personally known to me to be the person described as Husband in the foregoing Agreement or who has produced _____ as identification, and she acknowledged, under oath, to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and seal this _____ day of _____, 2024.

NOTARY PUBLIC
Printed Name: _____
My Commission Expires: _____