

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT IN
AND FOR SARASOTA COUNTY, FLORIDA
FAMILY LAW DIVISION**

**Case No.: 2020 DR 3451 SC
Division: H**

IN RE: The Marriage of:

John V. O'Connor,

Petitioner.

And

Linda A. O'Connor,

Respondent.

_____ /

**FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE
(UNCONTESTED)**

This cause came before this Court without a hearing on a Petition for Dissolution of Marriage. The Court, having reviewed the file and Special Interrogatories, makes these findings of fact and reaches these conclusions of law:

FINDINGS:

1. The Court has jurisdiction over the subject matter and the parties.
2. The parties were married on May 26, 1974.
3. At least one party has been a resident of the State of Florida for more than 6 months immediately before filing the Petition for Dissolution of Marriage.
4. There are no remaining minor children of this marriage. No additional children are expected, and the Wife is not now pregnant.
5. The marriage between the parties is irretrievably broken.
6. The parties entered into a Marital Settlement Agreement [DIN#88], which resolves all outstanding issues between the parties.

IT IS, therefore, ORDERED AND ADJUDGED:

Section 1: Dissolution and Restoration:

- A. The marriage between the parties is irretrievably broken.

B. The parties are awarded Judgment for Dissolution of Marriage, and the bonds of matrimony heretofore existing between JOHN V. O'CONNOR (hereinafter referred to as "Husband") and LINDA A O'CONNOR (hereinafter referred to as "Wife") are hereby dissolved.

Section 2: Marital Assets and Liabilities.

- A. The parties have voluntarily entered into a Marital Settlement Agreement [DIN#88], and each have exchanged Family Law Financial Affidavits. Therefore, the Marital Settlement Agreement entered into by and between the parties is hereby incorporated herein by reference for all purposes, and is hereby approved and expressly made a part of this Final Judgment for Dissolution of Marriage, and all of the terms and provisions of said Agreement are RATIFIED, CONFIRMED, and ADOPTED as Orders of this Court to the same extent and with the same force and effect as if its terms and provisions were set forth verbatim in this Final Judgment.. The parties are ordered to obey all its provisions. It is understood, however that said Agreement shall not be merged in this Judgment but shall, in all respects, survive the same and be forever binding and conclusive upon the parties.
- B. Each party shall (a) 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 Final Judgment or the Marital Settlement Agreement, and (b) 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 Final Judgment or the Marital Settlement Agreement.
- C. Any right, claim, demand or interest of the parties in and to the property of the other, whether real, personal or mixed, of whatever kind and nature and wherever situated, including but not limited to homestead, succession and inheritance arising out of the marital relationship existing between the parties hereto, except as expressly set forth or arising out of said Marital Settlement Agreement, is forever barred and terminated.
- D. Counsel of record for both Petitioner/Husband and Respondent/Wife are hereby discharged from further legal representation in this matter.
- E. The Court reserves jurisdiction to modify and enforce this final judgment.

DONE AND ORDERED at Sarasota, Sarasota County, Florida on _____, 2024.


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HON. DANIELLE BREWER

I certify that a copy of the Final Judgment of Dissolution of Marriage (Uncontested) was mailed to the parties on the service list below on _____, 2024.

Petitioner's Attorney

Robert J. Hoffman, Esquire
Robert J. Hoffman, Esquire, PLLC
1330 Main Street, FL. 2, Suite 12
Sarasota, Florida 34236
rjhoffmanfl@gmail.com

Philip J. Schipani, B.C.S.
1605 Main Street, Suite 1110
Sarasota, Florida 34236
service@manasotalawyer.com

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:
JOHN V. O'CONNOR,

Husband,

Case No.:2020-DR-3451-SC

and

LINDA A. O'CONNOR,

Wife.

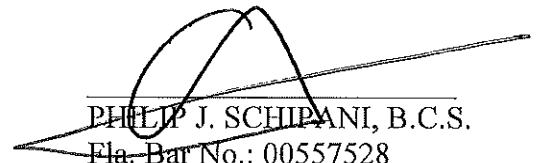
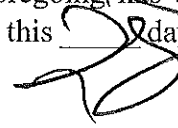
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NOTICE OF FILING MARITAL SETTLEMENT AGREEMENT

COMES NOW, the Wife, LINDA A. O'CONNOR, by and through her undersigned counsel and files the attached fully executed Marital Settlement Agreement, as required by the court.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been sent via electronic mail to Robert Hoffman, Esq. at rjhoffmanfl@gmail.com on this 28 day of February 2024.



PHILIP J. SCHIPANI, B.C.S.
Fla. Bar No.: 00557528
Schipani, Norman & McLain, P.A.
1605 Main Street, Suite 1110
Sarasota, FL 34237
(941) 366-8333
(941) 366-7331-Fax
service@manasotalawyer.com
Attorney for Wife

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR SARASOTA COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

JOHN V. O'CONNOR,

Husband,

Case No.: 2020-DR-3451-SU

and

LINDA A. O'CONNOR,

Wife.

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made by and between JOHN V. O'CONNOR, hereinafter "Husband", and LINDA A. O'CONNOR, hereinafter "Wife", collectively referred to as the "parties".

WHEREAS, Husband and Wife were married to each other on May 26, 1974 in Suffolk County, New York,

WHEREAS, there are no remaining minor children of the marriage, none are expected and the Wife is not now pregnant;

WHEREAS, unhappy differences have arisen between Husband and Wife; and,

WHEREAS, the parties intend to separate and intend on living separate and apart from hereon; and,

WHEREAS, the parties desire to finally settle and adjust all matters relating to:

- a. Their marital duties;
- b. Past, present and future support of the other;
- c. All property rights, both real and personal, that each may have by virtue of their marriage or otherwise;

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- d. Payments in the nature of attorney fees, costs, suit money and all other allowances which either may be entitled to in the event of dissolution of their marriage.

NOW THEREFORE, in consideration for the mutual benefits to be obtained by each party and the covenants and agreements of each party to the other contained herein, the parties acknowledge and stipulate as follows:

CONSIDERATION AND REPRESENTATIONS

1. **Consideration:** The consideration for this Agreement is adequate and sufficient.
2. **Representations:** The parties represent to each other that:
 - a. Each party fully understands the facts as to his or her legal rights and obligations.
 - b. Each party has carefully read and understands this Agreement
 - c. Each party has given careful and mature thought to the making of this Agreement.
 - d. Each party is signing the Agreement freely and voluntarily, intending to be bound by it. Neither party has coerced or threatened the other in order to obtain his or her consent to entering this Agreement.
 - e. The parties recognize that this Agreement is a result of parties' negotiations and compromises. The parties further acknowledge that the results obtained herein may be different than what would have occurred had the parties fully litigated this matter before the Court. Nonetheless, the parties are entering into this Agreement believing it to be a fair and equitable resolution of their case.
 - f. Each party has made a full disclosure to the other of his or her income, assets, and financial obligations, and waives any further financial disclosure and compliance with Rule 12.285 of the Florida Family Law Rules of Procedure.

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g. In addition to receiving the aforementioned financial disclosures, each of the parties acknowledge that they had the opportunity to have all of the marital property appraised or valued by independent experts prior to entering into this Agreement.

h. Each party has consulted or has had sufficient opportunity to consult an attorney of his or her choice before signing this Agreement.

i. Each party has consulted, or has had sufficient opportunity to consult, an attorney or other professional who specializes in Federal bankruptcy law and Federal taxation law prior to signing this Agreement. The parties' family law attorneys did not provide bankruptcy or tax advice. The parties did not rely on their family law attorneys with regarding to the Federal bankruptcy code or the impact of bankruptcy on this action or the parties, and the parties did not rely on their family law attorneys for tax advice.

j. Philip J. Schipani is licensed to practice law in Florida and is representing the Wife. The Wife is satisfied with the representation she has received from her attorney(s). The Wife acknowledges that she has not received legal advice from any attorney or financial expert hired or consulted by the Husband, and that she has had the opportunity to confer with an attorney of her choice prior to executing this Agreement. Upon entry of the Final Judgment counsel for the Wife shall be released from any further obligations or duties with regard to this matter.

k. Robert Hoffman is licensed to practice law in Florida and is representing the Husband. The Husband is satisfied with the representation he has received from his attorney(s). The Husband acknowledges that he has not received legal advice from any attorney or financial expert hired or consulted by the Wife, and that he has had the opportunity to confer with an attorney of his choice prior to executing this Agreement. Upon entry of the Final Judgment counsel for the Husband shall be released from any further obligations or duties with regard to this matter.

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l. This Agreement is the entire contract between the parties, superseding any prior Agreements. There are no representations or warranties other than those contained herein.

m. In the event of reconciliation, the matters dealing with the property division and/or alimony shall continue to be binding unless the parties agree otherwise in a writing duly subscribed and acknowledged with the same formality as this Agreement.

n. The parties acknowledge that any attorney or professional involved in this matter cannot and have not insured or guaranteed that each of the parties will comply with the terms and conditions of this Agreement. In the event that either party fails to abide by the terms of this Agreement, the non-defaulting party may bring a separate enforcement action. If the parties have retained attorneys, they acknowledge that such enforcement action is not within the scope of the family law attorneys' representation in this initial divorce proceeding and may require the parties to re-engage the attorneys for the enforcement matter.

GENERAL PROVISIONS

3. **No Construction Against Drafter:** This Agreement is a product of the parties' negotiation and is not a contract of adhesion. This Agreement was prepared by Philip J. Schipani, B.C.S., as a matter of convenience and there shall be no presumption in regard to the drafter.
4. **Attorney Fees for Prevailing Party:** In the event of an alleged default, breach or non-compliance by either party of any provision of this Agreement, Court Order, or Judgment made pursuant to this Agreement, the prevailing party shall be entitled to reasonable attorney fees and other costs incurred in prosecuting any enforcement proceeding.
5. **Execution of Documents:** Unless otherwise expressly provided herein, each party, within ten (10) days of the effective date of this Agreement, shall execute, acknowledge, and deliver all documents or instruments required to carry out the provisions of this agreement, to the extent practicable. If either party fails or refuses to

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execute the necessary documents to effectuate this Agreement, this Agreement shall operate as a grant, conveyance, or other transfer essential to carry out the terms and conditions herein.

6. **Binding Effect:** Except as otherwise stated herein, all of the provisions of this Agreement shall be binding upon, and inure to the benefit of, the respective heirs, next-of-kin, executors and administrators of the parties.
7. **Non-Waiver of Provisions:** The failure of a party to insist on strict performance of any provision of this Agreement is not a waiver for the future of that provision, which shall continue in full force and effect.
8. **Modification:** This Agreement shall not be modified, except by a writing duly subscribed and acknowledged with the same formality as this Agreement.
9. **Legal Interpretation:** The laws of the State of Florida shall govern the validity, construction, interpretation, and effect of this Agreement.
10. **Possible Invalidity:** If any provision of this Agreement is held invalid under the laws of any jurisdiction, such invalidity shall not affect any other provisions, all of which shall remain in full force. The provision that is held to be invalid, nonetheless, shall remain in full force and effect in any jurisdiction in which such provision is legal and valid.
11. **Waiver of Common Law Rights to the Other's Estate:** Except as otherwise stated herein, each party waives, relinquishes, and releases all rights he or she may now have, or hereafter acquire, in the other party's estate under the present or future laws of any jurisdiction.
12. **Mutual Releases of All Actions:** Each party renises, releases, and forever discharges the other from all causes of action, claims, rights, or demands, in law or in equity, which either of the parties ever had, or now has, against the other, including any claims one may have against the other that may lie in tort, including battery, intentional infliction of emotional distress, false imprisonment and the like, except for the dissolution of marriage action now pending.

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13. **Date Agreement is Effective:** This Agreement shall take effect on the date on which the last of the two parties execute the Agreement.
14. **Indemnification for Losses:** Each party shall hold the other harmless and indemnify him or her for any loss or damage he or she may suffer as a result of the others' failure to pay any expenses, costs, or liabilities associated with property received hereon or failure to pay any debts or liabilities assumed herein.
15. **Action for Dissolution of Marriage:** This Agreement is a complete settlement of all matters arising out of a dissolution of marriage action between the parties, or which could have been brought in such an action. This Agreement shall be introduced into evidence in the Dissolution of Marriage action and incorporated in the Final Judgment of Dissolution of Marriage. However, the parties do not intend for it to be merged into the Final Judgment. Rather, the parties intend for this Agreement to survive the Final Judgment and be binding on the parties for all time.

REAL ESTATE

16. **MARITAL HOME:** The parties owned a marital home located at 47 Morris Avenue, Lake Grove, New York 11755. During these proceedings this house was sold per stipulation of the parties and the net proceeds of same were placed in the Trust Account of Schipani, Norman & McLain, P.A. The net proceeds from the sale of this home that remain in the trust account of Schipani, Norman & McLain, P.A. is \$434,908.73. Upon the full execution of this agreement the Wife shall receive the amount of \$182,254.37 from these funds and the Husband shall receive the amount of \$252,654.36. This represents the Husband receiving a credit of \$40,000.00 for set-offs and credits for expenses paid for this home during the pendency of these proceedings, less the temporary support for the months of December 2023 and January 2024 in the amount of \$4,800.00.
17. **VENICE HOME:** The Husband owned a home located at 20662 Romagna Place, Venice, Florida 34293. This home was owned by the Husband through an LLC that is owned by a Self-Directed IRA of John V O'Connor and was sold during the pendency of these proceedings. The net proceeds of the sale of this home were placed in the trust

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account of the Law Offices of Robert Hoffman in the amount of \$480,791.34. Upon execution of this agreement each party shall receive one-half of these funds.

18. BRAZIL PROPERTY: The Husband owned a property in Brazil through an LLC. The Husband represents that he has donated this property in Brazil and that he has received no profits from same. The Husband shall be responsible for any debts/liabilities that may be or have been associated with this property and shall indemnify and hold the Wife harmless from same.

MOTOR VEHICLES

19. 2018 HONDA CRV: The Wife owns a 2018 Honda CRV. This vehicle shall become the sole property of the Wife free and clear of any claim of the Husband. Henceforth, the Wife shall be solely responsible for any debt and/or liability associated with use and ownership of this vehicle and shall indemnify and hold the Husband harmless from same.
20. 2017 JEEP CHEROKEE: The Husband owns a 2017 Jeep Cherokee. This vehicle shall become the sole property of the Husband free and clear of any claim of the Wife. Henceforth, the Husband shall be solely responsible for any debt and/or liability associated with use and ownership of this vehicle and shall indemnify and hold the Wife harmless from same.

PERSONAL DEPOSIT ACCOUNTS

21. AMERITRADE 7665: The Wife has an insured deposit account with Ameritrade. This account is the non-marital property of the Wife as it was received from an inheritance. This account shall remain the sole property of the Wife free and clear of any claim of the Husband. The Wife shall indemnify and hold the Husband harmless from any liability arising therefrom.
22. TFCU 3302 (TEACHERS FEDERAL CREDIT UNION): The parties have a joint account at Teachers Federal Credit Union which the Husband has been using during the pendency of the divorce. Within thirty (30) days of the date of this agreement the parties shall equally divide what is in this account and it shall be closed

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23. CHASE 9255. The parties have a joint account at Chase ending in #9255, which the Husband had been using to deposit the temporary support to the Wife during the pendency of the divorce. Within thirty (30) days of the date of this agreement the parties shall equally divide what is in this account and it shall be closed

24. OTHER DEPOSIT ACCOUNTS: Other than as reflected in this agreement, the Wife shall be entitled to all bank, checking, savings, money market and similar deposit accounts in her sole name free and clear from any claim of the Husband and the Husband shall be entitled to all bank, checking, savings, money market and similar accounts in his sole name free and clear of any claim of the Wife.

INVESTMENT/RETIREMENT ACCOUNTS

25. ENTRUST 1750: This account is in the sole name of the Wife. The Husband shall be entitled to one-half of the value of this account. The Wife shall transfer one-half of the value of this account via an IRA to IRA transfer to the Husband. The Husband shall set up an IRA for which to transfer the funds to and provide that information to the Wife. Thereafter, the Wife shall cooperate to initiate the transfer of said funds.

26. FIDELITY JWROS 1506: This account is an investment account in the parties' joint names. Within ten (10) days of the execution of this agreement the parties shall withdraw any money in this account, equally divide those funds and close same.

27. FIDELITY 0624: This account is in the Wife's sole name. The Wife shall transfer 1/2 of the balance of this account to the Husband within ten (10) days of the date of this agreement. The Wife shall indemnify and hold the Husband harmless from any liability arising therefrom.

28. FIDELITY IRA 7776: This account is in the sole name of the Wife. The Husband shall be entitled to one-half of the value of this account. The Wife shall transfer one-half of the value of this account via an IRA to IRA transfer to the Husband. The Husband shall set up an IRA for which to transfer the funds to and provide that information to the Wife. Thereafter, the Wife shall cooperate to initiate the transfer of said funds. The

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Wife shall indemnify and hold the Husband harmless from any liability arising therefrom.

29. MTA PENSION: The Husband (for purposes of this section referred to as the "Participant") is the Participant in the Metropolitan Transportation Authority Defined Benefit Pension Plan (herein referred to as "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. The Alternate Payee's ownership interest in the specified portion of the Participant's retirement benefits shall become effective on the Valuation Date, which shall be the date of filing of the Petition for Dissolution of Marriage in this action ("the "Valuation Date").

a. Amount of Alternate Payee's Benefits: The Alternate Payee is hereby assigned 50% of the Participant's total accrued benefit under the Plan as of the Valuation Date, to be actuarially adjusted according to the Plan's rules for separate interest payments. Payment of the Alternate Payee's interest shall commence as soon as is permitted under the rules of the Plan as elected by the Alternate Payee, but in no event later than the Participant's actual date of retirement under the Plan. The parties acknowledge that by utilizing a separate interest, the Alternate Payee's benefits shall be actuarially adjusted to reflect the life expectancy of the Alternate Payee.

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 may elect to commence benefits under the Plan as of the earliest retirement date on which the Participant is eligible to commence benefits under the Plan. The Alternate Payee may elect to receive benefits in any one of the allowable benefit distribution options permitted under the terms and provisions of the Plan.

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

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practices and the Plan's actuarial principles in order to provide the Alternate Payee with the pro rata share of such early retirement subsidy.

c. **Preretirement Survivorship Protection for Alternate Payee and Death of Alternate Payee:** In order to secure the Alternate Payee's ownership right in the assigned portion of the Participant's retirement benefits under the Plan in the event that Participant predeceases the Alternate Payee and neither the Participant nor the Alternate Payee has commenced their benefits under the Plan, the Alternate Payee shall be designated as the surviving spouse of the Participant for purposes of establishing the Alternate Payee's entitlement to receipt of the preretirement surviving spouse annuity, but only to the extent of the Alternate Payee's assigned interest as set forth above, and only to the extent necessary to secure the Alternate Payee's assigned interest hereunder. If the death of the Participant will in no way affect the benefit of the Alternate Payee, then no such pre-retirement survivor designation shall be put in place. In the event that the costs associated with providing this preretirement death benefits coverage are not fully subsidized by the Participant's employer, the Participant must make an affirmative election for such preretirement surviving spouse coverage in a timely manner and in accordance with the Plan's election procedures. If the Alternate Payee predeceases the Participant prior to commencing the Alternate Payee's benefit, the Alternate Payee's assigned benefit shall revert to the Participant. If the Alternate Payee dies after commencing the Alternate Payee's benefit, then the Alternate Payee's assigned benefit shall be paid in accordance with the Alternate Payee's election at commencement of their benefit.

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 ("M.L.L.") shall be hired by the Alternate Payee to prepare the QDRO or similar orders in this matter. The Alternate Payee shall be solely responsible for the cost of said QDRO preparation.

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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.

30. **FEDERAL RAILROAD RETIREMENT PENSION (Tier 1):** The Tier 1 portion of the Federal Railroad Retirement Pension is the Husband's non-marital property and is not subject to division.

31. **FEDERAL RAILROAD RETIREMENT PENSION (Tier 2):** The Husband (for purposes of this section referred to as the "Participant") is the Participant in the United States Retirement Benefits Tier 2 Supplemental Annuity (herein referred to as "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

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retirement benefits under the Plan as designated below. The Alternate Payee's ownership interest in the specified portion of the Participant's retirement benefits shall become effective on the Valuation Date, which shall be the date of filing of the Petition for Dissolution of Marriage in this action ("the "Valuation Date").

a. **Amount of Alternate Payee's Benefits:** The Alternate Payee is hereby assigned 50% of the Participant's total accrued benefit under the Plan as of the Valuation Date, to be actuarially adjusted according to the Plan's rules for separate interest payments. Payment of the Alternate Payee's interest shall commence as soon as is permitted under the rules of the Plan as elected by the Alternate Payee, but in no event later than the Participant's actual date of retirement under the Plan. The parties acknowledge that by utilizing a separate interest, the Alternate Payee's benefits shall be actuarially adjusted to reflect the life expectancy of the Alternate Payee.

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 may elect to commence benefits under the Plan as of the earliest retirement date on which the Participant is eligible to commence benefits under the Plan. The Alternate Payee may elect to receive benefits in any one of the allowable benefit distribution options permitted under the terms and provisions of the Plan.

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.

e. **Preretirement Survivorship Protection for Alternate Payee and Death of Alternate Payee:** In order to secure the Alternate Payee's ownership right in the assigned portion of the Participant's retirement benefits under the Plan in the event that Participant predeceases the Alternate Payee and neither the Participant nor the Alternate Payee has commenced their benefits under the Plan, the Alternate Payee shall be designated as the surviving spouse of the Participant for purposes of establishing the Alternate Payee's entitlement to receipt of the preretirement surviving spouse annuity, but only to the extent of the Alternate Payee's assigned

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interest as set forth above, and only to the extent necessary to secure the Alternate Payee's assigned interest hereunder. If the death of the Participant will in no way affect the benefit of the Alternate Payee, then no such pre-retirement survivor designation shall be put in place. In the event that the costs associated with providing this preretirement death benefits coverage are not fully subsidized by the Participant's employer, the Participant must make an affirmative election for such preretirement surviving spouse coverage in a timely manner and in accordance with the Plan's election procedures. If the Alternate Payee predeceases the Participant prior to commencing the Alternate Payee's benefit, the Alternate Payee's assigned benefit shall revert to the Participant. If the Alternate Payee dies after commencing the Alternate Payee's benefit, then the Alternate Payee's assigned benefit shall be paid in accordance with the Alternate Payee's election at commencement of their benefit.

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 ("M.L.L.") shall be hired by the Alternate Payee to prepare the QDRO or similar orders in this matter. The Alternate Payee shall be solely responsible for the cost of said QDRO preparation.

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, name *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.

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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.

32. **IBEW PENSION:** The Husband (for purposes of this section referred to as the "Participant") is the Participant in the IBEW Pension Plan (herein referred to as "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. The Alternate Payee's ownership interest in the specified portion of the Participant's retirement benefits shall become effective on the Valuation Date, which shall be the date of filing of the Petition for Dissolution of Marriage in this action ("the "Valuation Date")

a. **Amount of Alternate Payee's Benefits:** The Alternate Payee is hereby assigned 50% of the Participant's total accrued benefit under the Plan as of the Valuation Date, to be actuarially adjusted according to the Plan's rules for separate interest payments. Payment of the Alternate Payee's interest shall commence as soon as is permitted under the rules of the Plan as elected by the Alternate Payee, but in no event later than the Participant's actual date of retirement under the Plan. The parties acknowledge that by utilizing a separate interest, the Alternate Payee's benefits shall be actuarially adjusted to reflect the life expectancy of the Alternate Payee.

b. **Postretirement Cost-of-Living Adjustments:** The Alternate Payee shall receive a pro rata share of any post-retirement cost-of-living adjustments (COLAs)

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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 may elect to commence benefits under the Plan as of the earliest retirement date on which the Participant is eligible to commence benefits under the Plan. The Alternate Payee may elect to receive benefits in any one of the allowable benefit distribution options permitted under the terms and provisions of the Plan.

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.

e. **Preretirement Survivorship Protection for Alternate Payee and Death of Alternate Payee:** In order to secure the Alternate Payee's ownership right in the assigned portion of the Participant's retirement benefits under the Plan in the event that Participant predeceases the Alternate Payee and neither the Participant nor the Alternate Payee has commenced their benefits under the Plan, the Alternate Payee shall be designated as the surviving spouse of the Participant for purposes of establishing the Alternate Payee's entitlement to receipt of the preretirement surviving spouse annuity, but only to the extent of the Alternate Payee's assigned interest as set forth above, and only to the extent necessary to secure the Alternate Payee's assigned interest hereunder. If the death of the Participant will in no way affect the benefit of the Alternate Payee, then no such pre-retirement survivor designation shall be put in place. In the event that the costs associated with providing this preretirement death benefits coverage are not fully subsidized by the Participant's employer, the Participant must make an affirmative election for such preretirement surviving spouse coverage in a timely manner and in accordance with the Plan's election procedures. If the Alternate Payee predeceases the Participant prior to commencing the Alternate Payee's benefit, the Alternate Payee's assigned benefit shall revert to the Participant. If the Alternate Payee dies after commencing the Alternate Payee's benefit, then the Alternate Payee's assigned benefit shall be paid in accordance with the Alternate Payee's election at commencement of their benefit.

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

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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. **Indivertent 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 Family Law -- QDRO Law ("MLL") shall be hired by the Alternate Payee to prepare the QDRO or similar orders in this matter. The Alternate Payee shall be solely responsible for the cost of said QDRO preparation.

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 "PBOC"):** In the event that the Plan is taken over by the PBOC, 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

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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.

3.3. Retirement Benefits of Wife under the CareRite Centers, LLC 401(k) Plan (the "Plan").

a. The Plan: The Wife (for purposes of this section only referred to as the "Participant") is a Participant under the Plan. For the purpose marital property division, the Husband (for purposes of this section only referred to as the "Alternate Payee") is hereby granted a portion of the Participant's retirement benefits under the Plan as designated below. The Alternate Payee's ownership interest in the specified portion of the Participant's retirement benefits shall be valued on the Valuation Date (the "Valuation Date"), which shall be date of filing of the petition for dissolution of marriage in this matter, or the closest valuation date thereto permitted by the Plan.

b. Amount of Alternate Payee's Benefits: Effective as of the Valuation Date, the Alternate Payee shall be assigned a portion of the Participant's retirement benefits in an amount equal to 50% of the Participant's total vested account balance accumulated under the Plan as of the Valuation Date (or the closest valuation date thereto). Further, such total vested account balance shall include all amounts maintained under all of the various investment funds, accounts, and/or subaccounts established on behalf of the Participant. Such total vested account balance shall also include all amounts (including Plan forfeitures, if applicable) contributed to the Plan on behalf of the Participant after the Valuation Date that are attributable to periods prior to such date. In the event that the Participant has any outstanding Plan loans as of the Valuation Date, such loan balances shall first be subtracted from the total account balance before calculating the Alternate Payee's assigned share of the benefits.

c. Establishment of Separate Accounts and Crediting of Interest and Investment Earnings or Losses: The Alternate Payee's portion of the benefits described in sub-section (b) above shall be segregated and separately maintained in an account(s) established on the Alternate Payee's behalf and shall be credited with

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any passive interest and investment and market income or losses attributable thereon from the Valuation Date, until the date of segregation of the Alternate Payee's assignment from the Participant's account into a separate account. The Alternate Payee's accounts shall be initially established in the same ratio (fund mix percentage) as the Participant's accounts.

d. **Commencement Date and Form of Payment to Alternate Payee:** The Alternate Payee may elect to commence the Alternate Payee's share of benefits awarded in this section as soon as administratively feasible following the date that a qualified domestic relations order ("QDRO") is approved by the Plan Administrator, or at the earliest date permitted under the terms of the Plan, if later. Benefits will be payable to the Alternate Payee in any form or permissible option otherwise available to Plan Participants and Alternate Payees under the terms of the Plan, including, but not limited to, a single lump-sum cash payment if the Plan makes such form of payment available.

e. **Death of Alternate Payee:** In the event of the Alternate Payee's death prior to the Alternate Payee receiving the full amount of benefits called for under this Agreement and under the benefit option chosen by the Alternate Payee, the Alternate Payee's beneficiary(ies), as designated on the appropriate form provided by the Plan Administrator (or in the absence of a valid beneficiary election, the Alternate Payee's estate), shall receive the remainder of any unpaid benefits under the terms of a QDRO, to be entered *nunc pro tunc* to the date this Agreement, if necessary.

f. **Beneficiary Designation; Death of Participant:** From the execution of this Agreement until the time when a QDRO has been administered against the Participant's account, the Participant shall maintain the Alternate Payee as the Participant's designated beneficiary under the Plan to the extent of the Alternate Payee's award under this Agreement, and shall, upon request, supply the Alternate Payee with evidence that such designation is in place. After a QDRO pursuant to this Agreement has been administered, the Participant may remove the Alternate Payee as a beneficiary under the Plan. In the event that the Participant dies prior to the establishment of separate account(s) in the name of the Alternate Payee, the

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Alternate Payee shall be treated as the surviving spouse of the Participant for any survivor benefits payable under the Plan to the extent of the full amount of the Alternate Payee's benefits as called for under the terms of this Agreement and the associated QDRO. Should the Participant predecease the Alternate Payee after the new account(s) has/have been established on the Alternate Payee's behalf, the Participant's death shall in no way affect the Alternate Payee's right to the portion of benefits assigned in this section.

g. Tax Treatment of Distributions Made to Alternate Payee: 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 distributions or payments made to the Alternate Payee under the terms of the QDRO or similar order issued pursuant to this Agreement, and, as such, will be required to pay the appropriate federal, state, and local income taxes and/or penalties on such distribution.

h. Inadvertent Payment(s) by Plan: In the event that the Plan Trustee inadvertently pays to the Participant and/or the Alternate Payee any benefits that are assigned to the other party pursuant to the terms of this Agreement, the party receiving such benefits shall immediately return such payments to the Plan administrator.

i. A QDRO or Similar Order Shall Issue: In order to effectuate the Valuation provisions of this Agreement regarding the division of the Participant's retirement benefits under the Plan, a QDRO or similar order shall be prepared in accordance with the terms of this Agreement and submitted to the Plan Administrator for processing. Notwithstanding the previous sentence, in the event the Participant predeceases the Alternate Payee prior to the date that a QDRO is officially approved by the Plan Administrator, a QDRO or similar order shall be entered *nunc pro tunc* to the date of this Agreement.

j. QDRO or Similar Order Preparation: The parties hereby agree that Matthew Lundy Law--QDRO Law ("MLL") shall be hired to prepare the QDRO or similar orders in this matter. The parties shall equally divide the cost of said QDRO preparation.

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k. Administrative Fees: Any administrative fees charged by the plan for reviewing and/or administering the order referenced in this section shall be paid by both parties equally.

l. Continued Jurisdiction: The Court shall retain jurisdiction to enter a QDRO or similar order for enforcement of this provision, and to amend such order to satisfy the terms of the Plan.

34. CITIBANK IRA 0262: The Wife has an IRA with Citibank. This IRA shall become the sole property of the Wife free and clear of any claim of the Husband. The Wife shall indemnify and hold the Husband harmless from any liability arising therefrom.

DEBT/LIABILITIES

35. IRS/TAX DEBT: Each party shall consult or will have the opportunity to consult with a tax professional of their choice regarding the tax implications of this agreement. The Husband shall indemnify and hold the Wife harmless from any tax implications associated with JOHN V O'CONNOR, LLC, registered in St. Kitts & Nevis, and the property in Brazil. The Wife shall indemnify and hold Husband harmless from any tax liabilities arising from any assets she received hereunder.

36. CREDIT CARDS/OTHER LIABILITIES: Other than specifically set forth herein, each party is responsible for any debt/liability that is in their sole name and shall indemnify and hold the other party harmless from same. The parties represent that they have no other joint debts other than those specifically set forth in this agreement.

PERSONAL PROPERTY

37. PERSONAL EFFECTS/FURNITURE AND HOUSEWARE: The parties agree that each party shall retain their jewelry, personal property and affects. The parties have already divided all of their personal possessions and other property to each other's satisfaction.

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ALIMONY

38. ALIMONY: Each party forever waives any claim they may have or have had for alimony from one to the other.

ATTORNEYS' FEES

39. ATTORNEYS' FEES: Each party shall be responsible for paying their own attorneys' fees in relation to the Dissolution of Marriage.

IN WITNESS WHEREOF, the parties have signed and acknowledged this Agreement on the this 28th day of February, 2024.

Linda A. O'Connor
LINDA A. O'CONNOR
Wife

STATE OF New York
COUNTY OF Suffolk

I HEREBY CERTIFY that this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared via personal appearance or via online appearance, LINDA A. O'CONNOR, the person described in and who executed the foregoing instrument, who acknowledged before me that she executed the same, and that she is personally known to me (), or that I relied upon the following form of identification: NYS Driver License

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of February, 2024.

Joyce Wood
NOTARY PUBLIC

JOYCE WOOD
Notary Public - State of New York
No. 01WO6158677
Qualified in Suffolk County
My Comm. Expires Jan. 8, 2027

My Commission Expires: Jan. 8, 2027

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John V. O'Connor
JOHN V. O'CONNOR
Husband

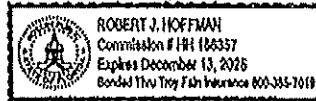
STATE OF *MISSISSIPPI*
COUNTY OF *Sheridan*

I HEREBY CERTIFY that this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared [] via personal appearance or via [] online appearance, JOHN V. O'CONNOR, the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, and that he is personally known to me (), or that I relied upon the following form of identification

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of February, 2024.

Robert J. Hoffman
NOTARY PUBLIC

My Commission Expires:



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