

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

IN RE: THE MARRIAGE OF:

STEVEN L. SIEBENALER,
Petitioner,

and

CASE NO.: 2023 DR 000158 SC

MARLA J. HOELLE,
Respondent.

_____ /

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

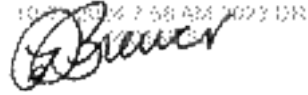
THIS MATTER came before the Court on this date upon the Petition for Dissolution of Marriage [DIN 7] filed by the Petitioner, STEVEN L. SIEBENALER, on January 11, 2023. The Court having reviewed the pleadings, testimony presented, and being fully advised in the premises, it is hereupon;

ORDERED AND ADJUDGED THAT:

- A. This Court has jurisdiction of the parties and subject matter in this cause.
- B. The Petitioner, STEVEN L. SIEBENALER, has been a resident of the State of Florida for six months prior to the filing of the Petition for Dissolution of Marriage in this case.
- C. The bonds of marriage between the Petitioner, STEVEN L. SIEBENALER, and the Respondent, MARLA J. HOELLE, are irretrievably broken and hereby dissolved.
- D. The Marital Settlement Agreement [DIN 70] filed with the Clerk of Circuit Court on October 25, 2024, is hereby ratified, approved, and made an Order of this Court. The Parties are ordered to comply with the Marital Settlement Agreement. The Marital Settlement Agreement shall not be merged into this Final Judgment but shall survive it.

E. The Court reserves jurisdiction in this matter for purposes of enforcement of this Final Judgment, including the incorporated Marital Settlement Agreement, and to enter any further order as is permitted by Florida law.

DONE AND ORDERED in Sarasota County, Florida.



e-Signed 10/01/2024 7:58 AM 2023 CIR 009458 SC

DANIELLE BREWER
CIRCUIT COURT JUDGE

Copies to:
Peter M. Collins, Esq.
peter@thecollinslawgroup.com
Attorney for the Petitioner

Sean Tobaygo
sean@tobaygolaw.com
Attorney for the Respondent

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
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STEVEN L. SIEBENALER,
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CASE NO.: 2023 DR 000158 SC

MARLA J. HOELLE,
Respondent.

_____ /

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made this 25th day of October 2024, by and between, MARLA J. HOELLE, hereinafter referred to as “WIFE,” and STEVEN L. SIEBENALER, hereinafter referred to as “HUSBAND.”

WITNESSETH

WHEREAS, the parties hereto are HUSBAND and WIFE, and were legally married to each other on September 6, 2009.

WHEREAS, it is the intention of the parties to live separate and individual lives, and they have decided to settle their respective property rights and other rights arising out of the marriage; and

WHEREAS, there were no children born to the parties and the Wife is not pregnant;

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained to be performed by each of the parties here to running from each to the other, the said parties mutually covenant hereto and agree as follows:

1. SEPARATION: It shall be lawful for, and the Husband and Wife shall continue to live separate and apart from one another for the rest of their lives and each shall be free from

^{DS}
[Signature]

Husband

^{DS}
[Signature]

Wife

interference, authority or control, direct or indirect, of the other as if he or she were single and unmarried; neither shall harass or molest the other, nor interfere with the peace and comfort of the other, nor seek to compel the other to associate, cohabit, or deal with him or her, nor engage in any unwanted communication with the other. Each may, for his or her separate benefit, engage, under his or her own name, in any employment, business or profession and affiliate and assist in any movement, commercial, political, literary or otherwise, without interference or annoyance, directly or indirectly, by or from the other. Each party shall refrain from any unwanted communication with the other party. In the event the parties communicate, each party shall communicate with the other party in a civil manner. Each party shall refrain from any excessive communication, personal attacks, disparaging comments, or insults against the other party. Neither party shall disparage, insult, or speak negatively about the other party to any third party. The Court shall have the authority to enforce the provisions of this paragraph by contempt of court.

2. RELEASE FROM DEBTS: Except as otherwise provided herein, each of the parties represents that he or she has not contracted and will not hereafter contract any debts, charges or liabilities in the name or upon the credit of the other, or for which the other or the estate of the other might or would become liable, and agrees, in any event, to indemnify and hold the other and the estate of the other harmless therefrom in all respects.

3. WAIVER: Except as provided herein, both parties agree that this agreement constitutes a full and complete settlement of all their property rights, and of any and all rights which either may have against the other for support or alimony, except as provided for herein. Except for enforcement of the provisions of this agreement, both HUSBAND and WIFE do hereby forever waive, release and quit-claim to the other all right, title and interest of whatsoever nature, degree or purpose, and whether present or prospective, to alimony, attorneys' fees, dower, curtesy,

^{DS}
SS

Husband

^{DS}
M H

Wife

homestead, inheritance, right of election against the estate of the other, or to take against the estate of the other, right of inheritance in the event of intestacy, right to act as executor, personal representative or administrator of the estate of the other, and all other property rights or other rights and claims which he or she now has or may hereafter have as HUSBAND and WIFE, widower or otherwise, by reason of the marital relations now existing between the parties hereto, or by any future or present law of any state in the United States of America or any other country.

4. NECESSARY INSTRUMENTS: Each party shall, upon the request of the other, take any and all proceedings and execute, acknowledge and deliver any and all writings and instruments appropriate, necessary or expedient to carry into effect the provisions of this agreement or transactions by either party hereafter including without limiting the generality of the foregoing, the execution of all documents required for a HUSBAND to release curtesy or the WIFE to release dower. Upon reasonable request, either party shall furnish such documents as are necessary to show that parties compliance with the terms of this agreement.

5. CONSTRUCTION OF AGREEMENT: It is understood and agreed that this Agreement is not in any manner to be construed to be an agreement for divorce or dissolution of marriage, but is for the specific purpose of determining and settling alimony, timesharing, support and property rights. It is expressly agreed and understood that this agreement may be introduced in evidence by either of the parties in any dissolution of marriage or divorce proceedings, and that the Court having jurisdiction of such action may incorporate into a Final Judgment or decree entered in such cause the provisions hereof, and this agreement, having been drawn by both parties, shall not be construed against either party.

6. PARTIES TO BE BOUND: This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, personal representatives and assigns.

^{DS}
SS

Husband

^{DS}
MLH

Wife

The parties agree to execute any and all documents, deeds and papers of whatsoever kind necessary in order to carry out the provisions and intent of this agreement.

7. UNDERSTANDING OF AGREEMENT: Both parties have had legal counsel, or the opportunity to obtain counsel, and have given full and mature thought to the making of this agreement and all of the obligations, covenants and conditions contained herein. Each party understands that this agreement and obligations assumed by the other are assumed with express understanding and agreement that they are in full settlement and satisfaction of all obligations, liabilities, debts, claims, and demands of whatsoever nature, degree or purpose, whether present or prospective, which each of the parties now has or might hereafter or otherwise have toward or against the estate of the other arising out of the marriage of the parties, and that each party has entered into this agreement freely and voluntarily. This agreement is and consists of the entire understanding between the parties hereto, and any changes or modifications of this agreement must be in writing, signed and notarized by both parties.

8. DATE OF AGREEMENT: The date of this agreement, for the purposes of performance, shall be regarded as the date on which the last one of the WIFE and HUSBAND shall have signed same.

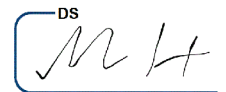
9. RECONCILIATION: The parties recognize the possibility of reconciliation, however, it is their intention that a reconciliation, temporary or permanent, or a further separation after any reconciliation, shall in no way abrogate or affect the provisions of this Agreement.

10. ALIMONY: Each party waives any claim for any form of alimony or spousal support from the other party, past, present, or future.

11. FORMER MARITAL RESIDENCE: During the marriage, the parties purchased a residence located at 588 Sawgrass Bridge Road, Venice, Florida. The residence is encumbered by

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Husband

A rectangular box containing a handwritten signature and a small "DS" in the top right corner.

Wife

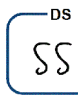
a mortgage in the approximate amount of \$395,000. The parties shall list the residence for sale and the residence shall be sold as soon as practicable with a licensed Florida Realtor. The Husband shall have exclusive use and possession of the marital home for an additional thirty days after the execution of this Agreement. After thirty days, the parties shall have access to the home in order to inspect the condition of the home, and retrieve personal property and possessions, but neither party shall reside in the home pending the sale. The Wife shall provide the Husband with no less than 24 hours' notice prior to each visit to the home. The Wife shall remove all items of personal property allocated to her on Exhibit "B" attached to this Agreement within sixty days of the date of this Agreement except that if the realtor recommends that any of the Wife's furniture remain in the marital residence for staging purposes, the Wife shall have the option to keep the furniture in the marital residence until one week before the closing) The Husband shall pay the Wife the sum of \$7,000.00 (seven thousand dollars) from Truist account [REDACTED] (so that it is from the Husband's assets received as part of this Agreement and not assets that have yet to be divided) as and for his contribution to the Wife's cost related to traveling to Florida to inspect and retrieve her personal property and transport her personal property to her current residence. Neither party shall encumber the residence with any lien, loan, or mortgage pending the sale. The parties shall each have a fiduciary duty to act in good faith to sell the residence for fair market value in a timely fashion. Unless otherwise agreed, the residence shall be listed for sale by a licensed real estate agent and not "for sale by owner." The parties shall cooperate with each other, consistent with his/her fiduciary duty, and agree on all issues related to the sale, including but not limited to the listing price, sales price, and other terms related to the sale. The Court shall reserve jurisdiction over all issues related to the sale in the event of a disagreement over the sale. The Husband shall continue to make the monthly mortgage payments except that the Husband shall be reimbursed for the

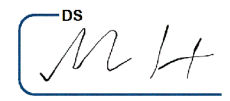
^{DS}
SS
Husband

^{DS}
M H
Wife

mortgage payments paid from the date of the execution of this Agreement to the closing from the proceeds of the sale prior to the net proceeds being divided by the parties. The parties will exchange proposed realtors within ten days. If the parties are unable to agree, the parties shall submit one blind submission to the Court with the name of up to four proposed realtors and the Court shall select the realtor. The Husband shall be responsible for the cost of any repairs, or maintenance suggested by the Realtor under \$200.00. The parties shall share equally in any agreed-upon repairs the cost of which exceed \$200.00. The parties agree to replace the roof as a condition of the sale and divide the cost equally. In the event the insurance company requires the roof replacement as a condition of continued coverage, the parties agree to share the cost equally prior to the sale. If the roof replacement is a condition of the sale, the parties each agree to deposit 50% of the cost of a replacement roof into an escrow account to be applied to the cost of the new roof. Except for the roof, if a repair is not agreed-upon that exceeds \$200.00, the house shall be sold without the repair. The parties shall cooperate with the listing real estate agent and maintain the residence in "showable" condition. The Court shall reserve jurisdiction over all issues related to the sale in the event of a disagreement. Upon the sale of the residence, the net proceeds of the sale shall be divided as follows:

- a) The Husband shall be reimbursed for the mortgage payments paid from the date of the execution of this Agreement to the closing,
- b) The Wife shall receive the sum of \$7,000.00 representing an offset for the bicycles the Husband is receiving (the sum is in addition to the travel/moving expenses outlined in this paragraph),
- c) The remaining net proceeds shall be divided equally between the parties as outlined below.


Husband


Wife

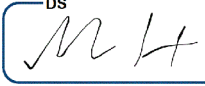
“Net proceeds” shall be defined as the sales price of the house, less the satisfaction of any encumbrances (note, mortgage etc.) realtor’s fees or commissions, and other like costs. Except as outlined herein, the parties shall each receive one half of the Net proceeds from the sale of the home.

12. PERSONAL PROPERTY: The Wife shall receive all items of personal property allocated to her on Exhibit “B” attached to this Agreement. The Husband shall retain all items of personal property not specifically allocated to the Wife on Exhibit “B.”

13. AUTOMOBILES: The Wife shall receive the 2012 BMW 525i. The Husband shall receive the 2018 Toyota 4Runner. There are no liens or loans on any vehicle. Each party shall be responsible for maintaining insurance on the vehicles they are receiving. Each party shall indemnify and hold the other party harmless for any loan, liability, or other debt related to any vehicle they are receiving pursuant to this Agreement. The parties agree to execute any documents necessary to vest title as contemplated in this Agreement.

14. EQUITABLE DISTRIBUTION: The parties agree to equitably divide assets and debts as outlined in the Schedule of Equitable Distribution attached to this Agreement as Exhibit “A.” All assets listed under the Husband’s column as marital or non-marital assets are awarded to the Husband free from any claim of the Wife. All assets listed under the Wife’s column as marital or non-marital assets are awarded to the Wife free from any claim of the Husband. All debts listed under the Husband’s column as marital or non-marital debts shall be the responsibility of the Husband and the Husband shall hold the Wife harmless for any liability related thereto. All debts listed under the Wife’s column as marital or non-marital debts shall be the responsibility of the Wife and the Wife shall hold the Husband harmless for any liability related thereto. In distributing the assets in items 2, 3, and 4, on Exhibit “A,” the parties agree that the assets shall be divided so


Husband


Wife

that each party's marital portion shall have an equal percentage of capital gains/losses (including unrealized capital gains/losses)The parties further agree that in distributing the accounts listed on items 2, 3, and 4 on Exhibit "A," at the time of distribution of the accounts, the parties shall each receive the same proportion as indicated on Exhibit A to take into consideration any market fluctuations in the accounts. If a Qualified Domestic Relations Order ("QDRO") is necessary to divide the retirement accounts listed on the Schedule of Equitable Distribution, the parties shall utilize the services of Attorney Matthew Lundy to prepare the QDRO and the Husband shall be responsible for the cost. Neither party shall withdraw any funds from any marital accounts to be divided pursuant to Exhibit "A" until said account(s) have been distributed between the parties. The parties to distribute all non-retirement accounts within ten days of the date of execution of this Agreement.

15. HUSBAND'S GE PENSION: During the marriage, the Husband earned a pension related to his employment with GE. This pension has a pre-marital component. The Wife shall receive 50% of the pension that accrued from the date of the parties' marriage on September 6, 2009 to the date of the filing of the petition for dissolution of marriage on January 11, 2023. The parties shall utilize the services of Attorney Matthew Lundy to prepare the Qualified Domestic Relations Order (QDRO) to divide the pension and the Husband shall be responsible for all costs associated with same. The Wife shall be entitled to receive the surviving spouse benefits as elected at the time of the Husband's retirement. The marital value of the Wife's surviving spouse benefits has been factored into equitable distribution.

15. DEBTS: The parties agree to hold harmless and indemnify the other party for the debts for which they are agreeing to be responsible in this Agreement. Except as otherwise provided herein, each of the parties represents that he or she has not contracted and will not hereafter contract any debts, charges or liabilities in the name or upon the credit of the other, or for which the other or the estate of the other might or would become liable, and agrees, in any event, to indemnify and hold the other and the estate of the other harmless therefrom in all respects. Any

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debts individually incurred by the parties that are not specifically outlined herein shall be the sole responsibility of the party which incurred said debt. The party which incurred the debt will hold the other party harmless therefrom in all respects.

16. TAXES: The parties have previously filed joint Federal Income Tax returns. Each party warrants that the returns are correct and complete to the extent that income, credits, deductions, adjustments, or other matters of the parties are included on the returns, that all deductions have been properly taken and that no audit or examination of the returns is pending. If the returns are examined by the Internal Revenue Service subsequent to this Agreement, and any deficiencies in tax are assessed, the parties shall pay all taxes, interest, and penalties that are assessed in proportion to their income for said years. Each party shall promptly notify the other of any pending, administrative or legal proceeding concerning the taxes.

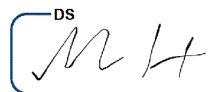
17. MEDIATION: In the event of any dispute regarding this agreement, the parties agree that they shall attempt Mediation in the Circuit Court before any hearings or trials, except for issues of enforcement or contempt.

18. AGREEMENT AS EVIDENCE: This Agreement may be offered into evidence by either party in any Dissolution of Marriage action. If acceptable to this Court, it shall be incorporated by reference in the Judgment rendered. Notwithstanding incorporation in the Judgment, this Agreement will not be merged in it but shall survive the Judgment and be binding on the parties at all times. Neither party shall seek any relief with the Court that is inconsistent with the provisions of this Agreement.

19. STRICT PERFORMANCE: The failure of a party to insist upon strict performance of any of the provisions of this Agreement is not a waiver for the future of those provisions, which shall continue in full force and effect.

A stylized signature consisting of two interlocking 'S' shapes, enclosed in a rounded rectangular box with 'DS' in the top right corner.

Husband

A handwritten signature in cursive, enclosed in a rounded rectangular box with 'DS' in the top right corner.

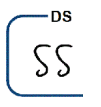
Wife

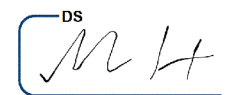
20. VENUE AND CHOICE OF LAW: Venue shall be in Sarasota County, Florida.

21. NOTICE CLAUSE: Unless otherwise specifically provided herein, all notices to be given hereunder shall be in writing and sent to the parties as hereafter provided. The place to which either party hereto is entitled to receive any notice may be changed by such party giving notice thereof in accordance with the foregoing provisions.

22. ATTORNEY’S FEES AND COSTS: The parties acknowledge that the Husband has paid his attorney’s fees and costs from marital assets during the pendency of this case. Within ten business days of the execution of this Agreement, the Husband shall withdraw the sum of \$30,774.65 from Charles Schwab [REDACTED] and deliver same to the Wife’s attorney payable to the Wife to ensure that the Wife’s attorney/costs are paid from marital accounts. Within five days the Wife’s attorney shall provide the Husband’s attorney with all billing records in the dissolution of marriage action to confirm that the \$30,744.65 billed is for the family court case. In the event there are more than incidental charges including that are for representation in the Wife’s criminal case, those charges shall be deducted from the \$30,774.65 payment. Once this sum is withdrawn from the account, the Charles Schwab account [REDACTED] shall be divided proportionally as outlined in Exhibit “A.” Except for the foregoing, each party shall be responsible for their own attorney fees and costs associated with this action. In the event either party files any action to enforce the terms of this Agreement, the party found to be in default shall be responsible for the non-defaulting party’s attorney fees and costs.

23. TAX ADVICE: Both parties agree that they have been advised by their respective counsel and have had the opportunity to retain their own Certified Public Accountant, Tax Attorney, or Tax Advisor with reference to the tax implications of this agreement. The parties acknowledge that they have not relied upon the tax advice that they may or may not have been given by their


Husband


Wife

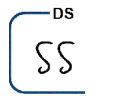
attorneys in the negotiation of this agreement and in this Dissolution of Marriage action. Signatures of the HUSBAND and WIFE in this agreement indicate their acknowledgment that they have read this particular paragraph and have had the opportunity to seek independent tax advice.

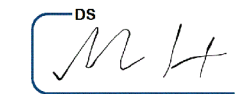
24. REPRESENTATIONS: The parties represent to each other:

a) Each has had the opportunity to have counsel of his or her own choice and selection in the negotiation of this Agreement. Each party fully understands that fact, and each has been informed as to his or her legal rights and legal obligations and each is signing this Agreement freely and voluntarily intending to be bound by it. The Wife has been represented by Sean Tobaygo. The Husband has been represented by Peter M. Collins.

b) Each has made a complete and full disclosure of his or her financial condition to the other and each party is satisfied with the other party's financial disclosures. The parties have each have reviewed the notarized financial affidavits of the other party and all financial disclosures produced to date. Each party specifically acknowledges that they have been advised that they have the right to require the other party to file financial disclosures, governed by Florida Family Law Rule of Procedure 12.285, and to engage in further discovery, including but not limited to requests for production, production from non-parties, and depositions. The parties acknowledge that they are waiving their right to engage in any further discovery prior to the execution of this Agreement because they are satisfied with this Agreement and believe it to be fair and equitable.

*****LAST PAGE*****


Husband


Wife

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

DocuSigned by:
Steven Siebenaler
348368AD9BD043E...
STEVEN L. SIEBENALER
Husband
Dated: 10/25/2024

DocuSigned by:
Marla J. Hoelle
B9310D930D014C6...
MARLA J. HOELLE
Wife
Dated: 10/25/2024

Signed by:
Peter Collins
FCE3E1DA9851462...
PETER M. COLLINS
Attorney for Husband
Florida Bar No.: 0090875
1800 Second Street, Suite 785
Sarasota, FL 34236
(941) 365-9800
peter@thecollinslawgroup.com
Dated: 10/25/2024

DocuSigned by:
Sean Tobaygo
4A093043B673424...
SEAN TOBAYGO
Attorney for Wife
Florida Bar No.: 0688703
1266 1st Street, Suite 9
Sarasota, FL 34236
(941) 404-8908
sean@tobaygolaw.com
Dated: 10/25/2024

The parties agree to use the services of Martha Pike and Denise Mattmuller from Sotheby's International Realty as the listing agents to sell the house and sign a listing agreement within 15 days.

The parties agree that until the QDRO takes effect and the Wife begins receiving the portion of the Husband's GE pension allocated to her in this Agreement, the Husband will forward to her on a monthly basis the net (after tax) portion of the Husband's pension allocated to her herein.

DS
SS
Husband

DS
MH
Wife

EXHIBIT A: DRAFT FOR SETTLEMENT PURPOSES
SIEBENALER v. HOELLE
EQUITABLE DISTRIBUTION WORKSHEET
DATE OF PETITION: 1/11/2023

	FN#	ACCT #	TITLE	DATE OF FILING		CURRENT		DOM: 9/6/2009		NON-MARITAL	
				DATE	AMOUNT	DATE	AMOUNT	MARITAL		H	W
				H	W	H	W	H	W	H	W
1. CASH:											
A	(1)		H	OPENED POST DOP		07/31/24	\$12,467	\$12,467			
B			W	01/11/23	\$11,852	07/15/24	\$2,531		\$2,531		
C	(2)		H	OPENED POST DOP		07/10/24	\$25,584	\$25,584			
D			H	CLOSED ON 11/21/2022		CLOSED ON 11/21/2022					
E			H	01/01/23	\$4	06/30/24	\$0				
F			H	01/01/23	\$0	12/31/23	\$28			\$28	
2. TRUSTS:											
A			JT	01/31/23	\$2,509	07/31/24	\$2,086	\$1,043	\$1,043		
(1)			JT	01/31/23	\$258,870	07/31/24	\$246,059	\$123,030	\$123,029		
(2)											
3. SECURITIES:											
A	(3), (8)		H	01/31/23	\$996,347	06/30/24	\$990,205	\$449,164	\$353,157	\$187,884	
B			H	CLOSED 01/05/23		CLOSED 01/05/23					
C			H	01/01/23	\$14,125	06/30/24	\$2,596	\$2,596			
4. RETIREMENT:											
A			H	1/31/2023	\$1,087,656	6/30/2024	\$1,236,929	\$290,486	\$150,000	\$796,443	
					Less Taxes @ 25%	(\$271,914)	(\$309,232)	(\$72,622)	(\$37,500)	(\$199,111)	
B			H	1/31/2023	\$14,317	Rolled into 4A on 04/06/23					
					Less Taxes @ 25%	(\$3,579)					
C			H	IN PAY STATUS		IN PAY STATUS					
(1)			H	5/1/2024	\$40,987	5/1/2024	\$40,987		\$40,987		
					Less Taxes @ 25%	(\$10,247)	(\$10,247)		(\$10,247)		
D			W	Per W's FA	\$393,752	6/30/2024	\$453,103	\$364,903		\$88,200	
					Less Taxes @ 25%	(\$98,438)	(\$113,276)	(\$91,226)		(\$22,050)	
E	(7)		W	1/31/2023	\$2,559	6/30/2024	\$2,662			\$2,662	
F	(7)		W	Per W's FA	\$58,479	7/16/2024	\$59,359			\$59,359	
					Less Taxes @ 25%	(\$14,620)	(\$14,840)			(\$14,840)	
G			W	ROLLED INTO 4D ON 3/1/23		ROLLED INTO 4D ON 3/1/23					
5. BUSINESS INTERESTS - NONE:											
6. LIFE INSURANCE:											
A	(6)		H	1/1/2023	\$55,108	8/13/2024	\$59,666	\$42,542		\$17,124	
7. REAL ESTATE:											
A	(4)		JT	Est. Zillow	\$805,000	Est. Zillow	\$805,000	\$402,500	\$402,500		
B			H	1/2/2023	(\$395,605)	7/2/2024	(\$381,919)	(\$190,960)	(\$190,959)		
C			JT	Quote Avg.	(\$56,397)	Quote Avg.	(\$56,397)	(\$28,199)	(\$28,198)		
D			JT		(\$56,350)		(\$56,350)	(\$28,175)	(\$28,175)		

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EXHIBIT "A"

**EXHIBIT A: DRAFT FOR SETTLEMENT PURPOSES
SIEBENALER v. HOELLE
EQUITABLE DISTRIBUTION WORKSHEET
DATE OF PETITION: 1/11/2023**

	FN#	ACCT #	TITLE	DATE OF FILING		CURRENT		DOM: 9/6/2009		NON-MARITAL	
				DATE	AMOUNT	DATE	AMOUNT	MARITAL		H	W
								H	W	H	W
8. VEHICLES:											
A			2012 BMW 535i	W	KBB \$13,000	KBB	\$8,889		\$8,889		
B			2018 Toyota 4Runner Limited	H	KBB \$33,000	KBB	\$29,778	\$29,778			
9. PERSONAL PROPERTY AND OTHER ASSETS											
A			Furniture and Furnishings	JT	<i>To be Divided by Parties</i>		<i>To be Divided by Parties</i>				
B			Bicycles	JT	<i>Each Keeps Their Own</i>		<i>Each Keeps Their Own</i>	To H	To W		To W
C			Jewelry	JT	<i>Each Keeps Their Own</i>		<i>Each Keeps Their Own</i>	To H	To W		To W
D			Art & Collectibles	JT	H's Est \$3,400	H's Est	\$3,400	\$1,500	\$1,500		\$400
E			2023 Tax Refund - Deposited into 1A on 5/22/24		Per 2023 1040 \$18,954		<i>Included in 1A above</i>				
F			2024 Estimated Tax Payments - Paid From 1A		<i>POST DOP</i>						
10. CREDITORS - MARITAL PORTION PAID OFF											
A			Chase Sapphire - Credit Card	H	01/11/23 (\$626)	07/21/24	(\$2,438)				(\$2,438)
B			Chase Slate - Credit Card	H	01/11/23 (\$1,219)	07/07/24	(\$821)				(\$821)
C			American Express Delta SkyMiles - Credit Card	W	01/17/23 (\$1,120)	07/17/24	(\$19,364)				(\$19,364)
D			Wells Fargo - Robb & Stuckey Credit Card	W	01/17/23 (\$4,738)	03/17/23	\$0				\$0
E			Synchrony - Haverty's Credit Card	W	01/09/23 (\$1,237)	03/09/23	\$0				\$0
F			TD Retail - Home Inspriations Credit Card	W	01/27/23 (\$3,688)	03/27/23	\$0				\$0
G			Capital One Credit Card	W	11/21/22 (\$7)	<i>Account Closed 11/19/2022</i>					\$0
H			Loan - Jody Detzel (W's Brother In-Law)	(5) W	H's Est (\$6,000)	H's Est	(\$6,000)		(\$1,500)		(\$4,500)
					<u>\$2,890,141</u>		<u>\$3,016,446</u>	<u>\$1,060,735</u>	<u>\$1,060,735</u>	<u>\$799,509</u>	<u>\$89,467</u>
							<u>EQUALIZING PAYMENT</u>	<u>\$0</u>	<u>\$0</u>		
								<u>\$1,060,735</u>	<u>\$1,060,735</u>		

Footnotes

- (1) - Account was opened with a \$20,000 transfer from the Schwab (BA) above.
- (2) - Account was funded with bonus H received from Kroger on 3/16/2023 after the DOP.
- (3) - See schedule for shares within account that were purchased by the H prior to the date of marriage.
- (4) - Per H, the roof of the house is 24 years old and will need to be replaced in the very near future. Amount is based on average of 2 proposals received to date. Glauser Roofing (\$56,375) Mark Kaufman (\$56,592) and Kirkey Roofing (\$56,225). \$56,397 average.
- (5) - Amount in marital column was the loan balance as of DOP per H.
- (6) - Non-Marital Portion is based on the value of the policy on 1/17/2009 prior to DOM on the original life insurance policy.
- (7) - Per H, W had this account prior to the marriage and there were no contributions to the account during the marriage.
- (8) - See Paragraph 22 (Attorney's Fees and Costs) Husband will withdraw \$30,744.65 and pay W within 10 business days within signing the agreement by check. After this payment to W, the account will be split as listed in MSA.

DS
SS

DS
ML

Marla Hoelle

588 Sawgrass Bridge Property Furnishings for Marla Hoelle

I will not take furniture items from kitchen and family room, nor from office.

Master Bedroom Furniture:

1. White Ethan Allen Sofa
2. Glass and iron side tables
3. Master bedroom furniture:
 - a. Bed – without mattress
 - b. Night Side tables (2 matching)
 - c. Dresser with Television
 - d. Upright chest of drawers
 - e. Matching Lamps on nightstands
 - f. Mirrors in room – 4 mirrors total
 - g. Marla's upright jewelry box

Living Room/Entry Furniture:

1. Entry table
2. With matching side table
3. And cocktail table
4. White Ethan Allen Sofa with matching pillows
5. 2 matching Ethan Allen Wing Chairs
6. John Richard cabinet in between wing chairs
7. Marla's round wooden side table
8. Painting of Herons with Painting Light

Dining Room Furniture

1. Six White Dining Room Chairs
2. Charleston Forge Dining Room Table
3. Ethan Allen Buffet Table
4. Matching Lamps on Buffet
5. John Richard Matching Wall Hangings – 2 hanging pieces of art
6. Small silk tree and ceramic container

Guest Bedroom

1. Marla's bedroom furniture prior to marriage
2. Bed – please dispose of mattress will not move
3. Bedside tables
4. Chest of drawers
5. Lamps in second guest bedroom with Steve's Furniture
6. 2 standing lamps from Terwilligers home that were in family room – Marla purchased before we married, not marital property.
7. Please leave my mother's paintings that are in the home

Two ottomans

Sono's speakers - 2 portable speakers and 1 plug in speaker

3 matching gray, white, tan vases in family room

Pool bathroom – waste basket and tray

Christmas décor – please give to Marla

I do not want patio furniture or chairs, grill, etc. You may keep.

DS
SS

EXHIBIT "B"

DS
ML