IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT,

IN AND FOR BROWARD COUNTY, FLORIDA

Case No.:

Division:

MINDY PAKULA RAPKIN,

Petitioner/Wife,

and

ERIC D. RAPKIN,

Respondent/Husband.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/

**MARITAL SETTLEMENT AGREEMENT**

**THIS AGREEMENT** is entered into by MINDY PAKULA RAPKIN (hereinafter, the “Wife”) and ERIC D. RAPKIN (hereinafter, the “Husband”).

**W I T N E S S E T H**

**WHEREAS**, Husband and Wife were married on March 29, 1997 and have been married to each other since that date;

**WHEREAS**, the parties have no minor children, and the Wife is not pregnant;

**WHEREAS**, irreconcilable differences have arisen between Husband and Wife;

**WHEREAS**, a proceeding for dissolution of the marriage is presently pending or will be filed in the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida, and styled as set forth above;

**WHEREAS**, this Agreement is intended to be a full settlement of all remaining matters now pending in the above referenced action or any dissolution of marriage or similar action filed in any jurisdiction, and all claims or rights of any kind existing between the parties, including a division of any marital assets and a final and complete settlement of their property rights and obligations relative to one another including their rights and obligations concerning alimony or claims for marital or other support, rights of equitable distribution, dower, elective share, inheritance, maintenance, support and alimony; and

**WHEREAS**, the parties represent to each other that:

a. the parties have retained representation by attorneys of their own choosing in the negotiation and preparation of this Agreement or each has had an opportunity to retain representation. This Agreement has been fully explained to each party by that party’s attorney or each party has had an ample opportunity to review the Agreement with an independent attorney of their own choosing, and each party has carefully read this Agreement and is completely aware of its contents and legal effect;

b. the parties fully understand the facts as to their legal rights and obligations. Each is signing the Agreement freely and voluntarily, intending to be bound by it;

c. each party understands that this Agreement constitutes the entire contract between the parties and that there are no other representations or warranties other than those set forth in this Agreement;

d. each party desires the terms of this Agreement to be non-modifiable and full and final resolution of all claims between the parties and all matters pending in this action, and that no addendum, modification or waiver of any of the terms of this Agreement shall be effective, unless in writing, signed by both parties and executed with the same formality of this Agreement.

e. each party has given careful and mature thought to the making of this Agreement, and has carefully read and understands each provision of this Agreement, both as to subject matter and legal effect.

**WHEREAS**, the parties understand that instead of entering into this Agreement they have a right to proceed with litigation and to seek a judicial determination of the issues covered by this Agreement but, notwithstanding such right, the parties desire to avoid the delay, expense, and risk of litigation and they believe that their interests will be better served by the terms and provisions of this Agreement; and

**NOW, THEREFORE**, based on the above stated premises, and in consideration of the promises and of the mutual covenants herein contained to be performed by each of the parties, it is hereby agreed as follows:

(A) **Consideration.** The consideration of this Agreement is the mutual promises and agreements herein contained.

(B) **Affirmation.** All statements previously recited are herein affirmed.

(C) **Alimony**. The Husband shall pay permanent periodic alimony to the Wife as follows: effective on the first day of the month following the date of this Agreement and until such time as the marital home located at 3400 Shady Oak Street, Hollywood, FL is sold, the Husband shall pay permanent periodic alimony equal to payment of all of the expenses listed in Exhibit 1 attached hereto, plus all other household expenses even if not identified in Exhibit 1. It is understood and agreed that this may be a fluctuating number but that the Husband shall pay 100% of all referenced expenses through the month the marital home is sold. After such marital home is sold, the Husband shall pay permanent periodic alimony equal to $15,000.00 per month. Said payment shall be due on the 15th day of the month and continue on the 15th day of the month thereafter and shall be paid directly from the Husband to the Wife subject to the provisions contained herein. The first payment shall be due on the 15th day of the first month following the closing of the sale of the marital home and shall continue on the 15th day of each month thereafter. Said alimony shall not be includable as income to the Wife for income tax purposes nor shall it be tax deductible by the Husband for income tax purposes.  The Husband’s alimony obligation shall automatically terminate upon the death of the Husband, upon the death of the Wife, or if the Wife remarries.  Said alimony may also terminate and/or be modified by the Husband if the Wife is in a supportive relationship pursuant to Section 61.14, *Florida Statutes* during the term of the alimony, however, said alimony shall not at any time be modifiable downward to a monthly amount less than $15,000.00 per month for any purported change in circumstance other than the following grounds: the death of the Husband, the death of the Wife, if the Wife remarries, or if the Wife is in a supportive relationship pursuant to § 61.14, Florida Statues, during the term of the alimony."

Until such time as the marital home is sold, the Husband shall timely pay the expenses listed on Exhibit 1 directly to the vendor for the benefit of the Wife each month. Upon sale of the marital home, the Husband shall pay the Wife the sum of $15,000.00 per month directly and the Wife shall be responsible for the payment of all of her own bills and expenses from that point forward.

(D) **Division of Marital Assets.**  We divide our assets (everything we own and that is owed to us) as follows: any item(s) not listed below is the property of the party currently in possession of the item(s) or in whose name the item(s) is(are) title or owned. Unless otherwise provided herein the parties agree to divide asserts and debts as set forth herein below.

1. **Household Furniture and Furnishings; Personal Property.** Unless otherwise specifically provided for herein, the parties shall divide their household furniture, furnishings, stereo, TV as agreed to by the parties upon sale of the marital home.

2. **Personal Property.** Each party shall receive sole and exclusive ownership of all other personal property currently in their possession, including their jewelry. The Wife shall retain all pets as her separate property.

3. **Checking, Savings, Investment Accounts.**

(a) Unless otherwise specifically provided for herein, the Wife shall receive sole and exclusive use and ownership of any and all Wells Fargo checking and savings, accounts, including accounts ending in #3012 and #8114, shall be solely responsible for any expenses, claims or liabilities associate therewith, and the Husband waives any and all rights and/or claims to these accounts.

(b) Unless otherwise specifically provided for herein, the Husband shall receive sole and exclusive use and ownership of any and all Citibank checking and savings accounts, including account ending in 1953, shall be solely responsible for any expenses, claims or liabilities associate therewith, and the Wife waives any and all rights and/or claims to these accounts.

4. **Retirement Accounts.** The parties shall divide the retirement accounts identified below as follows. The Wife shall receive sole and exclusive use and ownership of any and all pension, IRA, 401k or other retirement accounts or plans in her name, including her Wells Fargo IRAs ending in #5836 and #7857, the entirety of the Husband’s Brighthouse 401k “Rollover” account (contract no. 3200651071) with a balance as of the close of business on March 1, 2021 of $508,137.78, and the Wife shall receive the sum of $500,000.00 from the Husband’s Akerman 401k account (the “Wife’s Retirement Assets”) to a 401k account designated by the Wife via a ‘roll over’ or transfer pursuant to a QDRO or other appropriate Order; and to all amounts contributed to or in the Wife’s Retirement Assets, and to any amounts to be paid or distributed from or otherwise with respect to such accounts/plans. The Husband waives any and all rights or claims to the Wife’s Retirement Assets, including to any distribution or annuity or other payment from such accounts/plans, and any claims or rights as spouse, former spouse or otherwise with respect to the Wife’s Retirement Assets. The Wife shall arrange for preparation of a Qualified Domestic Relations Orders or similar orders if needed, or other transfer documents necessary to transfer the Brighthouse 401k and the distribution from the Akerman 401k to the Wife and the cost of same shall be paid by the Husband.

Unless otherwise specifically provided for herein, and specifically not including the $500,000.00 from the Husband’s Akerman 401k referenced above as part of Wife’s Retirement Assets, the Husband shall receive sole and exclusive use and ownership of any and all pension, IRA, 401k or other retirement accounts or plans in his name, including the balance of his Akerman 401k account less the portion refenced herein (the “Husband’s Retirement Assets”), to all amounts contributed to or in the Husband’s Retirement Assets except as otherwise set forth herein, and to any amounts to be paid or distributed from or otherwise with respect to such accounts/plans. The Wife waives any and all rights or claims to the Husband’s Retirement Assets, including to any distribution or annuity or other payment from such accounts/plans, and any claims or rights as spouse, former spouse or otherwise with respect to the Husband’s Retirement Assets.

5. **Inherited Accounts**. The Wife shall maintain sole and exclusive ownership of her inherited IRA ending in #8144, and the Husband waives any and all rights and/or claims thereto.

6. **Marital Home.** The Wife shall receive sole and exclusive use and possession of the marital home located at 3400 Shady Oak Street. During the Wife’s period of exclusive use and possession, the Husband shall be responsible for the payment of all costs associated with the marital home.

The parties shall sell the home at such time as agreed by the parties, or earlier upon the Wife’s remarriage, co-habitation with a non-family member, or entering into a “supportive relationship” as that term is currently defined in Florida Statutes Section 61.14. However, absent further agreement of the parties, the home shall be sold no more than fifteen years from the date of the entry of the final judgment of dissolution of marriage. The parties shall jointly control the sale and listing of the home, and both shall cooperate with and not unreasonably delay the sale of the home. Until such time as the home is sold, neither party shall further encumber the home and no additional draws shall be taken on any existing open line of credit secured by the property absent the written agreement of the parties.

Upon the sale of the home, the Wife shall receive 65% of the Net Proceeds from the sale of the home and the Husband 35%. Net Proceeds is defined as the final amount of money received by the parties after the expenses related to the sale are paid including commissions, taxes and typical sellers’ costs included on the closing statement.

It is the intention of the parties that upon the entry of the Final Judgment of Dissolution of Marriage, that that the marital home become a joint tenancy with right of survivorship and not a tenancy in common. Although the parties intend to sell the property and divide the proceeds as set forth herein, in the event of the death of one party prior to the intended sale, the marital home shall become the sole property of the surviving party. In the event of the death of one party and there is a contract to sell pending, the marital home property will vest in the surviving joint tenant and upon the closing of the property the survivor will get one hundred percent of the proceeds.

Neither party shall be entitled to any credits upon the sale of the home.

7. **Businesses**. The Wife shall receive sole and exclusive control and ownership of any businesses or any interest in any business of the Wife or in her name, and shall be solely responsible for and shall indemnify and hold the Husband harmless from any and all expenses, liabilities or claims associated therewith. The Husband waives any and all rights and/or claims to the Wife’s businesses

The Husband shall receive sole and exclusive control and ownership of any businesses or any interest in any business of the Husband or in his name, including his interest in Akerman and his Akerman Capital Account, and shall be solely responsible for and shall indemnify and hold the Wife harmless from any and all expenses, liabilities or claims associated therewith. The Wife waives any and all rights and/or claims to the Husband’s businesses.

8. **Investments.** The Husband shall receive sole and exclusive use and ownership of the Piedmont and Columbia investments, and shall be solely responsible for and shall indemnify and hold the Wife harmless from any and all expenses, liabilities or claims associated therewith. The Wife waives any and all rights and/or claims to the Piedmont and Columbia Investments.

9. **Vehicles; Boats.** The Wife shall receive sole and exclusive use of the Alfa Romero she drives, and, except as otherwise provided for in this Agreement including Section C of the Agreement, shall be solely responsible for and shall indemnify and hold the Husband harmless from any and all expenses, liabilities or claims associated therewith. The Wife shall receive sole and exclusive ownership of the Audi Q5 which the parties’ daughter Sheena drives. The Husband shall receive sole and exclusive use the Porsche he drives and shall be solely responsible for and shall indemnify and hold the Wife harmless from any and all expenses, liabilities or claims associated therewith. The parties’ daughter Delilah shall continue to have the benefit of the Audi Q3.

10. **Automobile Insurance.** Husband and Wife shall relinquish whatever right, title, and interest each may have in and to any prepaid automobile or boat insurance premiums covering the other party’s vehicle or boat. Each party shall be solely responsible for obtaining insurance coverage on each automobile or boat awarded to that party hereunder, and shall indemnify and hold the other party harmless therefrom, including reasonable attorneys' fees. However, as to the payment of the insurance premiums, the Husband shall continue to pay the automobile insurance premiums for the Wife until such time as the marital home is sold. Commencing the first month after the sale of the marital home, the Wife shall commence paying for her own auto insurance.

11. **Insurance**.

a. If any item of property given solely to Husband or solely to Wife under the terms of this Agreement is covered by its own policy of insurance, that policy is assigned to the party to whom the property is given and except as provided herein that party is solely responsible for the payment of premiums on the policy. However, the Husband agrees that he will continue to pay the cost of the automobile insurance premiums for the vehicles driven by the parties' adult children. Each party waives any claim to any premiums that may have been prepaid in regard to the policies of insurance.

b. Health Insurance. Unless otherwise provided herein (including that pursuant to Section C, Husband pays for health insurance as part of the expenses listed in Exhibit 1 attached hereto), each party shall be solely responsible for obtaining their own health, dental, vision or other insurance. For clarification, the Husband shall pay the cost of the Wife’s health insurance premiums through the month that the marital home is sold. The Wife shall have the ability to select her health insurance policy (with benefits that are similar or the same as her current coverage) and/or to elect coverage through COBRA once the Wife is no longer insured under the Husband’s policy. At such time as the Wife is no longer insured under the Husband's policy, Husband shall insure that the Wife receives all applicable COBRA information in a timely fashion from his employer. Wife will be responsible for the payment of her health insurance premiums commencing with the first calendar month after the sale of the marital home.

12. **Life Insurance.**

The Wife shall receive sole and exclusive use and ownership of any and all life insurance policy or policies in her name as the named insured, to all amounts contributed to or in those policies, and to any amounts to be paid or distributed from or otherwise with respect to such policies, provided that for so long as the Husband has an obligation to pay alimony: (i) the Wife shall maintain the Husband as sole beneficiary of all such policies; and (ii) the Husband shall receive one-half (1/2) of any amounts paid or distributed from or otherwise with respect to such policies, including amounts paid as the cash-surrender value of the policy.

The Husband shall receive sole and exclusive use and ownership of any and all life insurance policy or policies in his name as the named insured, to all amounts contributed to or in those policies, and to any amounts to be paid or distributed from or otherwise with respect to such policies, provided that for so long as the Husband has an obligation to pay alimony: (i) the Husband shall maintain the Wife as sole beneficiary of all such policies; and (ii) the Wife shall receive one-half (1/2) of any amounts paid or distributed from or otherwise with respect to such policies, including amounts paid as the cash-surrender value of the policy; however, the Husband shall maintain and the Wife’s total benefit amount shall at no time be less than $2,000,000.00 in coverage benefits even if this amount is in excess of one-half of the total benefit amount of all policies. The Wife’s entitlement to life insurance proceeds is enforceable against any asset of the Husband’s estate and said obligation shall be satisfied by the Husband’s estate with any income tax liability to be borne by the Husband’s estate in the event the Husband fails to comply with the provisions of this Agreement and said right is expressly not included in any waiver that may be included herein.

13. **Valuations or Appraisals**. The parties acknowledge that they either have full knowledge of the value of all properties, or each has had a full opportunity to have any and all properties, including real property, tangible personal property and intangible personal property such as financial and retirement accounts and businesses and business property appraised, and have decided not to, notwithstanding advice of counsel, and therefore acknowledge that they are not relying on any representations of value made by the other party.

(E) **Division of Marital Liabilities.**

1. **Credit Cards, Loans, Debts.** Except as otherwise provided herein, the Husband shall be solely and exclusively responsible for any and all credit cards or other debts that stand in his name alone. Except as otherwise provided herein, the Wife shall be solely and exclusively responsible for any and all credit cards or other debts that stand in her name alone.

2. **Other debts or Obligations.** Other than as set forth in this Agreement, no joint obligations of the parties are known to exist. If a joint debt should subsequently be discovered, it shall be the responsibility of the party who incurred it regardless of when it was incurred. Neither party shall incur any obligation for which the other is liable. Other than as set forth in this Agreement, unaccounted for obligations are the responsibility of the party who incurred it, and each holds the other harmless and will indemnify the other against any liability for obligations incurred except as provided herein. Except as provided for herein, each party agrees to pay and hold the other party harmless from any and all debts and obligations incurred or created by him or her before or after the signing of this Marital Settlement Agreement, and except as provided for otherwise herein, if any action or proceeding is initiated seeking to hold a party responsible for an obligation incurred by the other party, the party who incurred the obligation shall defend the other whether or not the action is well founded. If any claim, action, or proceeding is later brought, seeking to hold the other party liable on account of such debts and obligations, the offending party will at his or her sole expense defend the other party against any such claim, action or proceeding, whether or not well-founded, and indemnify the other party against any loss resulting thereon including, but not limited to, reasonable attorney’s fees, suit monies, and costs.

It is the express intent of the parties that this indemnification obligation shall not be capable of discharge in bankruptcy and shall survive any bankruptcy proceedings, voluntary or involuntary, whether resulting in discharge or settlement by approved plan.

3. **Indemnification.**

(a) Any liabilities, costs or expenses which the Husband assumes and is responsible for under this Agreement, including specifically but not limited to any liabilities, costs or expenses which the Husband assumes and is responsible for under Paragraphs D and E of this Agreement, are the Husband’s liabilities (hereinafter, the “Husband’s Liabilities”). The Husband agrees to reimburse, indemnify and hold the Wife harmless from the Husband’s Liabilities, and to defend her, at his own expense, against any claim, action, or proceeding that is hereafter brought seeking to hold her liable on account of said liabilities, including reasonable attorneys' fees.

(b) Any liabilities, costs or expenses which the Wife assumes and is responsible for under this Agreement, including specifically but not limited to any liabilities, costs or expenses which the Wife assumes and is responsible for under Paragraphs D and E of this Agreement, are the Wife’s liabilities (hereinafter, the “Wife’s" Liabilities”). The Wife agrees to reimburse, indemnify and hold the Husband harmless from the Wife’s Liabilities, and to defend him, at her own expense, against any claim, action, or proceeding that is hereafter brought seeking to hold him liable on account of said liabilities, including reasonable attorneys' fees.

(c) Each party acknowledges that the other may fall behind in the payment of debts or liabilities assumed pursuant to this Agreement and/or may need to pursue debt consolidation or debt management at some point in time, and agrees to not pursue any cause of action for damage to credit/credit score against the other. This paragraph, however, does not, and shall not be construed as relieving either party from any obligation under this Agreement, including but not limited to their obligation to pay liabilities pursuant to this Agreement and their responsibility for costs, including reasonable attorney’s fees and costs and to indemnify and hold the other party harmless for such costs, under this section E.3 or any other provision of this Agreement.

(F) **Indemnification as to Nonmarital Liabilities.**

1. **Husband’s Non-Marital Liabilities.** Husband agrees to indemnify and hold Wife harmless from his nonmarital liabilities, and to defend her, at his own expense, against any claim, action, or proceeding that is hereafter brought seeking to hold her liable on account of those liabilities, including reasonable attorneys' fees.

2. **Wife's Non-marital Liabilities.** Wife agrees to indemnify and hold Husband harmless from her nonmarital liabilities and to defend him, at her own expense, against any claim, action, or proceeding that is hereafter brought seeking to hold him liable on account of those liabilities, including reasonable attorneys' fees.

(G) **Income Taxes.** The parties shall file joint federal income taxes returns for so long as the Husband has an obligation to pay alimony and joint filing is permitted by the Internal Revenue Service which is anticipated to be until such time at the marriage is ended pursuant to the entry of a Final Judgment of Dissolution of Marriage. The Husband shall be responsible for and shall pay any tax levies, assessments, tax amounts owing, penalties, fines and expenses pertaining to any joint tax return filed by the parties. The parties agree that each will immediately forward to the other a copy of any deficiency notice or other correspondence received by either of them from the Internal Revenue Service or any other taxing authority concerning any joint tax return filed by the parties. Each party and the parties will cooperate with each other in the defense of any action or audit relating to taxes for any year or years in which they filed a joint return. So long as the Husband is current with all obligations hereunder, the Husband shall have the benefit of any tax deduction attributable to the marital home until such time as the marital home is sold. In the event of any tax liability associated with the sale of the marital home, the Husband shall be responsible for the liability.

(H) **Attorneys' Fees, Suit Money, and Costs**. The Husband shall be solely responsible for the mediator’s fees for mediation and preparation of this Agreement, and for the attorneys' fees for the Wife and his attorneys’ fees for review of this Agreement by counsel.

(I) **General Provisions.**

1. **Merger of Agreement, Enforcement.** The parties agree that a fully executed copy of this Agreement shall be filed with the Court upon either party filing an action for dissolution of marriage or similar action. If a judgment of dissolution of the marriage is obtained by either party, a fully signed copy of this Agreement shall be incorporated in the judgment. The judgment shall state that the Agreement is incorporated in the judgment and is not merged into the judgment, and the Agreement shall not be subject to modification by the final judgment or by any court. The parties agree that the Court will be requested to approve the Agreement as fair and equitable. In any action or proceeding challenging the validity, interpretation, enforcement of or otherwise relating to this Agreement, the party defending this Agreement, upon proper pleading, shall first be entitled, as a matter of absolute right, to an immediate marriage dissolution or divorce on a bifurcated basis. If either party commences litigation concerning the enforcement or breach of or otherwise relating to this Agreement and a jury trial is available in the action, each of the parties will waive any right he or she may have to the jury trial.

2. **Bankruptcy Filing.** If either party claims any rights under the bankruptcy laws of the United States, that party must notify the other party of such claim in writing within ten (10) days the filing of the bankruptcy petition. The notification must include the name, address, and telephone number of the attorney, if any, representing the party claiming bankruptcy, and the court in which the petition was or will be filed. No bankruptcy proceedings filed by either party shall discharge the obligating party from satisfying any obligation set forth herein and no financial obligation contained herein may be discharged in bankruptcy.

3. **Judicial Lien.** In accordance with the terms of this Agreement, a judicial lien shall be created. The parties' pre-agreement property interests have been extinguished, and new interests have been simultaneously created. The judicial lien created hereunder shall attach to the payors' interests that were simultaneously created by this Agreement.

4. **Disclosure.** Each party represents that he or she has made a full and fair disclosure of all the real and personal property of any nature that belongs or that may belong in any way to each of them, of all liabilities and encumbrances incurred in any manner by each of them, of all sources and amounts of income received or receivable by each party, and of every other fact relating in any way to the subject matter of this Agreement. These disclosures are part of the consideration made by each party for entering into this Agreement. Each party is satisfied with all financial disclosure provided by the other through formal and informal discovery in the case, and waives all further discovery. The details of the parties' settlement, including the financial positions and assets/debts of the parties have been the subject of vigorous negotiation and investigation between the parties, and both parties are satisfied that they have arrived at a settlement based on a complete and full understanding of the assets and debts of the other spouse.

5. **After-Discovered Property.** If any marital property has been concealed by one of the parties, the party concealing the property shall pay to the other party, a sum equal to fifty percent (50%) of the full value of the property as of the date of this Agreement.

6. **Release of All Claims.** Except as specifically set forth herein, each party, for himself or herself and his or her heirs and legal representatives, releases and discharges the other from all claims, demands, liabilities, debts, obligations, actions, and causes of action of every kind, which either party had or now has against the other, from the beginning of time through the effective date of this Agreement, and also agrees individually to pay any expenses or charges now existing which each has incurred for his or her own use and benefit, except as herein provided to the contrary.

7. **Waivers; Waiver of Rights to Other Party's Estate.** Except as provided herein, effective as of the date of remarriage of either party, each hereby waives and relinquishes any and all rights he or she may now have or hereafter acquire, under the present or future laws of any jurisdiction to the following:

(a) To take property from the estate of the other by devise or bequest, except under a will or codicil dated subsequently to the date of this Agreement;

(b) To be appointed or act as the personal representative under the will of the other, unless so nominated by a will or codicil dated subsequently to the date of this Agreement.

(c) To act as the personal representative of the estate of the other on intestacy unless nominated by another party legally entitled to so act.

(d) To act as Attorney-in-Fact for the other under any Durable Power of Attorney, all rights to act as a Health Care Surrogate for the other, and all rights to act for the other under any Living Will Declaration. This Agreement may be presented to third parties as proof of such waiver and herein constitutes a resignation of such rights in any document presently existing.

(e) Neither party intends by this Agreement to limit or restrict the right to give or receive a testamentary gift from the other. Either of the parties may elect to make a gift to the other by Will or Trust without invalidating the terms of this Agreement and may thereafter change or eliminate the gift by a Codicil or by another Will or Trust without in any way affecting the continued effectiveness of this Agreement.

Each party agrees that the provisions of this Agreement are in full satisfaction of any and all claims each may have against the estate of the other, as spouse or creditor.

8. **Holding Other Party Free and Harmless.** With respect to past, present, and future liabilities and obligations:

(a) Husband warrants to Wife that he has not incurred (except as otherwise specified in this Agreement), and he agrees that he shall not incur, any liability or obligation for which she is, or may be, liable. If any claim or action is brought attempting to hold her liable for any such liability or obligation, he shall, at his sole expense, defend her against any such claim or action, and he shall hold her free and harmless, including reasonable attorneys' fees.

(b) Wife warrants to Husband that she has not incurred (except as otherwise specified in this Agreement), and she agrees that she shall not incur, any liability or obligation for which he is, or may be, liable. If any claim or action is brought attempting to hold him liable for any such liability or obligation, she shall, at her sole expense, defend him against any such claim or action, and she shall hold him free and harmless, including reasonable attorneys' fees.

9. **Release of Property.** Except as otherwise provided herein, each party does hereby waive, release, and otherwise renounce any and all right to seek alimony, equitable distribution, special equity, or other interest in the property of the other, including trust funds and accounts and acknowledges that the provisions for the distribution of property contained in this Agreement are intended to be a full, fair, and complete property settlement agreement and division of all marital assets and obligations.

10. **Waiver of New Trial or Hearing.** With regard to any judgment that incorporates this Agreement, the parties waive a statement of decision, findings of fact and conclusions of law, the right to a new trial, the right to petition for a rehearing, the right to appeal and any rights under the Soldiers and Sailors Civil Relief Act of 1940, as amended.

11. **Later-Acquired Property.** Husband and Wife confirm that any and all property received or acquired by either of them after the date of this Agreement, including rents, earnings, purchases, gifts, trust receipts, and insurance proceeds, shall be the non-marital property of the receiving or acquiring party.

12. **Right to Live Separately and Free From Interference.** The parties agree that they each shall the absolute right to live separate and apart from the other, and except as provided herein at any place or places that they may respectively select. Neither party shall molest, harass, annoy, injure, threaten, or interfere with the other party in any manner whatsoever. Each party may carry on and engage in any employment, profession, business, or other activity as he or she may deem advisable for his or her sole use and benefit. Neither party shall interfere with the use, ownership, enjoyment, or disposition of any property now owned or hereafter acquired by the other.

13. **Legal Representation.**

(a) The parties attended mediation without counsel and reached an agreement and the mediator drafted the first draft of this Agreement. Both parties have had the opportunity to retain and be advised by lawyers of his/her choice. Each party is satisfied with the legal representation he/she has received or with their opportunity to obtain representation. Wife acknowledges that she has been represented by counsel, Kristin A. West, Esq., and that she has been fully advised concerning and fully understands her rights and obligations under this Agreement. Husband acknowledges that he retained Nancy Brodzki, Esq., and that he had Nancy Brodzki, Esq. review initial drafts of this Agreement, which they discussed. Thereafter, Husband, who is an attorney and a member in good standing of The Florida Bar, finalized this Agreement without further review by or involvement of Nancy Brodzki, Esq. Husband voluntarily chose to not have Nancy Brodzki, Esq. assist in finalizing this Agreement.

(b) The terms of this Agreement were negotiated between the parties. Each party acknowledges the he/she could do better or worse in court. Each of the parties has read this Agreement and each of its provisions in full, fully understands the Agreement and the legal significance of the Agreement, and acknowledges it to be voluntarily entered into without duress or coercion, acknowledges it to be a fair and equitable agreement, and intends both parties to be bound by it.

(c) Both parties acknowledge that they have not received tax advice from their respective counsel concerning the tax consequences of this Agreement, other than to seek independent tax advice. Each party has had an opportunity to consult with a tax specialist or accountant of his or her own choosing.

14. **Construction and Headings.** The headings contained herein are for convenience only and are not to be utilized in construing the provisions contained herein. Each party has reviewed and revised this Agreement. The rule of construction that ambiguities are to be construed in favor of the non-drafting party shall not be employed in the construction of this Agreement.

15. **Attorneys’ Fees and Costs; Enforcement.** In the event either party breaches the terms of this Agreement, the party deemed to have breached this Agreement, or the party who takes action to enforce the Agreement and is deemed to have failed to prevail on his or her claim, shall pay the other party’s reasonable attorney’s fees and costs, including mediation fees, associated with said breach or failed claim, whether or not suit is filed, and in any and all litigation to enforce this Agreement, including “fees for fees” to determine the amount of fees owing.

16. **Default or Waiver.** No waiver of any breach hereof or default hereunder shall be deemed to be a waiver of any subsequent breach or default of the same or similar nature. No waiver of any rights hereunder shall be deemed to be a waiver of all time of those rights, but shall be considered only as to the specific events surrounding that waiver

17. **Severability.** This Agreement is severable. If any portion or section hereof is unenforceable, this shall not render the remainder of this Agreement unenforceable.

18. **Reconciliation.** Reconciliation of the parties, temporary or permanent, or a further separation after any reconciliation, or remarriage or death of either party shall in no way abrogate, void or effect the terms of this Agreement. All terms and conditions set forth herein shall remain in full force and effect.

19. **Binding on Successors.** This Agreement shall be binding on the parties, their successors, heirs and assigns.

20. **Modification.** No addendum, modification or waiver of any of the terms of this Agreement shall be effective, unless in writing, signed by both parties and executed with the same formality of this Agreement.

21. **Laws of Florida to Govern.** This Agreement shall be governed by the laws of the State of Florida.

22. **Full Agreement.** Each party has reviewed this Agreement with his or her respective attorneys or had an opportunity to review the Agreement with an independent attorney of his or her choice. Each party fully understands the facts and has been informed of his or her legal rights and obligations hereunder, and each is signing this Agreement freely and voluntarily, intending to be bound by it. Each party understands and agrees that this Agreement constitutes the entire agreement of the parties. There are no representations or warranties other than those set forth herein. The parties acknowledge that this Agreement constitutes the full, complete, and final settlement of all alimony rights, property rights, liabilities, and other responsibilities between the parties hereto, and it is further a full, complete, and final settlement of all claims of any nature whatsoever that either party may have against the other from the beginning of time through the effective date of this Agreement, except as expressly provided for herein.

23. **Pendente Lite Orders Superseded.** Unless otherwise specifically provided herein, the parties agree that all pendente lite orders issued by the court in any case pending now or in the future between or involving the parties and the subject matter(s) of this Agreement are or will be superseded by this Agreement.

24. **Execution of Documents.** Each party shall cooperate in executing any and all documents and other papers necessary to effectuate this Agreement and carry out its terms.

25. **Alternative Dispute Resolution.** Other than in the event of an emergency, if there is a dispute regarding this Agreement or regarding the enforcement or modification of a provision or provisions of the Agreement, the parties shall first make a good faith effort to resolve the dispute via mediation, or other alternative dispute resolution such as collaborative law prior to initiating court action.

25. **Effective Date.** The effective date of this Agreement shall be the date it is last executed by either party.

26. **Time.** Time is of the essence of this Agreement.

27. **Signatures.** A signature by facsimile or email of this Agreement shall be as enforceable as the original.

**[Remainder of Page Intentionally Left Blank]**

The parties hereby agree to be bound and to resolve the matters in their pending dissolution of marriage as set forth herein.

IN WITNESS WHEREOF, the undersigned parties hereto hereby set their hands.

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MINDY PAKULA RAPKIN, WIFE

WITNESSES AS TO WIFE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: Printed Name:

Address: Address:

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared MINDY PAKULA RAPKIN, who executed the foregoing instrument before me by means of ☐ physical presence or ☐ online notarization, acknowledged before me that she executed the foregoing for the purposes herein expressed, and who produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as identification or is personally known to me.

SUBSCRIBED AND SWORN TO BEFORE ME on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in witness whereof, I have hereunto set my hand and official seal this day.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ERIC D. RAPKIN,

HUSBAND

WITNESSES AS TO HUSBAND:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: Printed Name:

Address: Address:

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ERIC D. RAPKIN, who executed the foregoing instrument, acknowledged before me by means of ☐ physical presence or ☐ online notarization that he executed the foregoing for the purposes herein expressed, and who produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as identification or is personally known to me.

SUBSCRIBED AND SWORN TO BEFORE ME on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in witness whereof, I have hereunto set my hand and official seal this day.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

EXHIBIT 1

ESTIMATED MONTHLY EXPENSES

|  |  |
| --- | --- |
| HOUSEHOLD | AMOUNT |
| Mortgage | $1,523 |
| Property Taxes | $958 |
| Insurance on Residence | $517 |
| Homeowner’s Association Fees | $514 |
| Electricity | $500 |
| Water, Garbage, Sewer | $150 |
| Telephone | $400 |
| Fuel Oil or Natural Gas | $91 |
| Repairs and Maintenance | $150 |
| Lawn Care | $400 |
| Pool Maintenance | $120 |
| Pest Control | $93 |
| Misc. Household | $100 |
| Cable T.V. | $260 |
| ECM/Service Contracts on Appliances | $67 |
| Reliable Generator | $42 |
| Any and all credit cards including but not limited to any American Express, Target, Costco, Saks, Macy’s, Nordstrom, Bloomingdales, etc | $ Varies |
| Food and Home Supplies | $1000 |
| Meals Outside Home | $500 |
| Maid Service | $800 |
| ESTIMATED SUBTOTAL | $Varies |
|  |  |
| AUTOMOBILE | AMOUNT |
| Gasoline and Oil | $230 |
| Repairs | $80 |
| Auto Tags and Emissions Testing | $10 |
| Insurance | $281 |
| Payments (lease or finance) | $773 |
| Alternative Transportation | $20 |
| Tolls and Parking | $60 |
| ESTIMATED SUBTOTAL | $1,454.00 |
|  |  |
| INSURANCE | AMOUNT |
| Health Insurance | $1382 |
| Life Insurance | N/A |
| Dental Insurance | $45 |
| Vision | $18 |
| ESTIMATED SUBTOTAL | $1,445.00 |
|  |  |
| OTHER EXPENSES | AMOUNT |
| Unreimbursed Medical, Dental, and Prescription | $300 |
| Unreimbursed Psychiatric, Psychological or Counselor | $200 |
| Non-Prescription Medications, Cosmetics, Toiletries, and Sundries | $250 |
| Grooming | $350 |
| Gifts | $100 |
| Pet Expenses | $160 |
| Club Dues and Membership | $125 |
| Sports and Hobbies | $100 |
| Periodicals/Books/Tapes | $50 |
| Lifelock | $26 |
| ESTIMATED SUBTOTAL | $1,661.00 |
|  |  |