

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT,
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
FAMILY LAW DIVISION

Case No.: 22-DR-006988

Div: I

IN RE THE MARRIAGE OF:

JOHN FLETCHER,
Petitioner

and

THERESA FLETCHER,
Respondent

MEDIATED MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made in Hillsborough County, Florida, between Theresa Fletcher, hereinafter referred to as the "Wife", and John Fletcher, hereinafter referred to as the "Husband", and collectively referred to as the "Parties."

W-I-T-N-E-S-S-E-T-H:

WHEREAS the Parties were married to each other on December 2, 1983 and have effectively separated;

WHEREAS, there are no minor children born of the marriage. No children are in the process of being adopted, and no children are expected;

WHEREAS, the Parties of said cause, being desirous of avoiding lengthy and extensive litigation insofar as the same relates to the matters at issue, have entered into this Mediated Marital Settlement Agreement;

WHEREAS the Parties acknowledge that irreconcilable differences exist;

WHEREAS in view of the Parties' intentions to continue to live separate and apart, they desire to settle their respective marital property rights and obligations, both real and personal, that each may have by virtue of their marriage or otherwise;

WHEREAS each of the Parties believes the terms herein to be fair, just and reasonable, and each has assented freely and voluntarily to the terms contained herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants, promises and undertakings herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged between the Parties, and said Parties have agreed and do hereby agree as follows:

A. **SEPARATION**: At all times hereafter, each party shall live and continue to live separate and apart at such place or places as he or she may from time to time choose or deem fit. Each party shall be free from interference, authority and control, direct and indirect, by the other as if he or she was single and unmarried. Neither party shall interfere with the peace and comfort of the other, neither compel, nor seek to compel, the other to associate, cohabit or deal with the other.

B. **ALIMONY**: Except as stated in paragraph "G" of this agreement, both parties waive any and all right to all forms of alimony including but not limited to permanent, durational, rehabilitative, bridge-the-gap, lump-sum and temporary alimony, now and forever. The parties agree that this is a final resolution of the alimony issue and understand that this waiver is non-modifiable and for all times. This is an irrevocable waiver of any and all rights to subsequently petition the Court for any modification of alimony.

C. **MARITAL RESIDENCE**: Immediately upon the full execution of this Agreement, the Husband shall have sole exclusive use and possession of as well as all right, title and interest in and to the mobile home located at 126 Quail Run, Plant City, FL. Wife hereby waives any interest she may have in and to said marital residence. The Husband shall be responsible for the registration, any and all taxes regarding the Marital Residence for the year 2022 and for every year thereafter, homeowner's insurance and any and all expenses associated with the Residence. The Husband shall hold harmless and indemnify the Wife from any and all liability pursuant to any action taken by any creditor to enforce any expenses or encumbrances related to said property, including but not limited to any attorney's fees incurred in defending such action. Wife shall sign a limited power of attorney to allow Husband to transfer her interest in the property to Husband within 10 days of being presented same.

D. **MOTOR VEHICLES**:

(1) The Husband shall retain the 2016 Chevy Equinox in his possession and titled in both parties' names. The Wife waives any right, title and interest she may have in and to said

vehicle, and the Husband shall hold harmless and indemnify the Wife from any and all liability pursuant to any action taken by any creditor to enforce any expenses or encumbrances related to said vehicle. The Husband shall be responsible for all additional expenses regarding said vehicles, including but not limited to insurance, repairs and maintenance. Wife shall sign a limited power of attorney to allow Husband to transfer her interest in the property to Husband within 10 days of being presented same.

E. HOUSEHOLD CONTENTS AND PERSONAL EFFECTS: The parties have previously divided the property in the marital residence. Each party shall keep all property in their possession. Wife shall return Husband's Birth Certificate (if she has it) and the Equinox key fob to him within 30 days from the execution of this agreement. If Wife passes away before Husband passes away and the dog "Gracie" is still living, Husband shall have the option to come pick-up the dog from wherever she is located.

F. SECURED AND UNSECURED DEBTS: Other than what is listed above, any debts that the Husband has or may have incurred in his own name not specifically referenced elsewhere in this Agreement he shall keep and be solely responsible for and shall hold the Wife harmless thereafter. Any debts that the Wife has or may have in her own name not specifically referenced elsewhere in this Agreement she shall keep and be solely responsible for and shall hold the Husband harmless thereafter. Each Party shall be responsible upon the full execution of this Agreement for paying his or her own respective debts and obligations which are or have been incurred individually, unless otherwise referenced in this Agreement. Neither Party shall pledge the credit of the other in the future, and the Parties shall immediately close or transfer all existing charge accounts and credit cards in joint names of the Parties or in the name of either of them under which the other may have extended credit for purchases, and same shall be terminated as of the date of the execution of this Agreement. Further, the Parties shall close any joint checking account within ten (10) days of full execution of this Agreement.

G. HUSBAND'S BAKERY AND CONFECTIONERY UNION AND INDUSTRY PENSION: The Wife shall be entitled to 50% of the marital portion of the Husband's Bakery and Confectionary Union and Industry. The marital portion of the pension shall be defined as the date of marriage, December 2, 1983, through the date of filing, May 23, 2022. The Wife shall be named as the sole beneficiary of said pension and survivor benefit to

secure her 50% of the marital portion of said pension. The parties agree that upon the death of the Husband the Wife shall be the sole beneficiary of the pension. The parties agree they shall employ Matthew Lundy, Esq. to draft the Order for the Wife to receive her share of the Husband's pension. The parties shall equally split the cost to draft said Order. The parties shall contact Matt Lundy no later than 30 days from the Final Judgment. If the monthly pension amount increases or decreases, Wife's portion shall also increase or decrease accordingly based on her percentage. If the Pension Administrator refuses to honor the Qualified Domestic Relations Order to divide said pension, then Husband shall pay Wife her portion of the pension directly as permanent periodic alimony. Until the Pension administrator begins sending Wife her portion of the pension directly, Husband shall pay Wife 32.89% (this is only until the QDRO attorney can determine the exact amount) of his monthly pension amount beginning December 1, 2022.

H. **EQUALIZING PAYMENT:** The Wife shall pay to the Husband the sum of \$27,000.00 within 30 days of the execution of this agreement by check mailed to Husband via priority mail that has tracking (and Wife shall provide tracking to Husband through counsel) to the marital residence. The payment is non-taxable to the Wife and non-tax deductible to the Husband. Additionally, the payment is non-dischargeable in bankruptcy.

I. **EQUITABLE DISTRIBUTION OF MARITAL ASSETS:** Except as stated above, upon the full execution of this Agreement, the Husband disclaims and shall otherwise convey to the Wife all right, title and interest he may have in and to the following items of tangible and intangible personal property, and the same shall be and hereafter remain the Wife's sole and exclusive property: any checking or savings account in the Wife's sole name, any retirement account in Wife's name alone, any other account or asset in Wife's name alone or in Wife's possession.

Except as stated above, upon the full execution of this Agreement, the Wife disclaims or shall otherwise convey to Husband all right, title and interest she may have in and to the following items of tangible and intangible personal property, and the same shall be and hereafter remain the Husband's sole and exclusive property: any checking or savings account in the Husband's sole name, any retirement accounts in Husband's sole name, any other account or asset in Husband's name alone or in Husband's possession.

J. **SEPARATE PROPERTY**: Except as otherwise provided herein, the Parties agree that whatever property he or she now owns, provided same has been disclosed to the other Party, or may hereafter have or acquire in their respective names shall henceforth be considered their sole and separate properties.

K. **TAX ADVICE**: The Parties understand that they have had the opportunity to obtain competent tax advice from an independent source. By execution hereof the Parties have acknowledged that no tax advice was provided to them and that they have had the opportunity to seek competent tax advice from an independent source.

L. **WAIVER OF APPEARANCE AT FINAL HEARING**: The Wife waives appearance at the final hearing, and agrees that the Husband may proceed to a final hearing so long as the Wife or Wife's counsel approves the Final Judgment of Dissolution of Marriage to be entered in this case prior to the final hearing and the Final Judgment of Dissolution of Marriage conforms with the terms and conditions of this Agreement. Wife's counsel shall receive notice of the Final Hearing.

M. **MANDATORY DISCLOSURE**: Each Party agrees that they have made full and adequate disclosure to each other of their respective assets, resources and current financial condition, and, further, each Party agrees to keep any such personal and/or business knowledge and information private and confidential. Each Party acknowledges that this Agreement has been reached in reliance upon such information. Each party waives any further mandatory disclosure.

N. **ATTORNEYS' FEES AND COURT COSTS**: Each Party shall be responsible for his/her own attorneys' fees and costs.

O. **MEDIATION/NEGOTIATION**: The Parties agree that in the event that they cannot resolve a particular conflict in the future, they may attempt to negotiate, and, if necessary, seek appropriate competent assistance of a mutually agreeable mediator. Except in the case of an emergency or enforcement proceedings, this procedure will be followed to its conclusion prior to either of them seeking relief from the Court.

P. **WARRANTY AS TO OTHER PROPERTY**. Each party warrants to the other that he/she does not own any property of any kind or description other than the property described in this Agreement or in the parties' Financial Affidavits filed with the Court. Each specifically

warrants to the other that he/she has disclosed the existence of every property in which they have any interest or ownership of any kind or description. If it later appears that either party now owns any other property or has any interest in any other property, the parties agree that such additional property shall be owned equally by the parties as tenants in common, and the benefits thereof shall be divided equally between them.

Q. **SUBSEQUENT DISSOLUTION OF MARRIAGE:**

- (1) Nothing contained in this Agreement shall be construed to prevent either Party from obtaining a dissolution of marriage in the State of Florida.
- (2) In any such action, each Party, provided the other is not in default under this Agreement, shall make no claim for alimony, equitable distribution, attorneys' fees, or for suit money except in accordance with the provisions of this Agreement.
- (3) This Agreement may be offered in evidence by either Party in any such action, and, if acceptable to the court, shall be incorporated by reference in the judgment. Notwithstanding incorporation in the Final Judgment, this Agreement shall not be merged with it. This Agreement shall, in all respects, survive the judgment as an independent contract and be forever binding on the Parties. This Agreement may be enforced independently of the Final Judgment.

R. **EXECUTION OF DOCUMENTS:** Within a reasonable time after written demand, each Party shall execute, acknowledge and deliver all documents or instruments required to carry out the provisions of this Agreement. If either Party fails on demand to comply with this provision, that Party shall pay to the other all attorneys' fees, costs, and other expenses reasonably incurred as a result of such failure.

S. **MODIFICATION:** This Agreement shall not be modified by the Parties except by an agreement in writing duly subscribed and acknowledged with the same formality as this Agreement, or a court order on appropriate pleadings.

T. **LEGAL INTERPRETATION:** The laws of Florida shall govern the validity, construction, interpretation and effect of this Agreement.

U. **BINDING EFFECT:** Except as otherwise stated herein, all of the provisions of this Agreement shall be binding on and inure to the benefit of the respective heirs, next of kin and administrators of the Parties.

V. **MUTUAL RELEASE**: Subject to the provisions of this Agreement, each Party hereby releases the other of and from all cause or causes of action, claims, rights or demands, whatsoever, in law or in equity, that either of the Parties ever had, or now has, against the other except any or all cause or causes of action for divorce now pending, or hereafter brought by the other.

W. **WAIVER**: No waiver of any breach of the terms of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or similar nature. No waiver of any rights created by this Agreement shall be deemed to be a waiver for all time of those rights, but shall be considered only as to the specific event surrounding that waiver.

X. **SEVERABILITY**: If any portion of this Agreement is held illegal, unenforceable, void or voidable by any Court, then each of the remaining terms hereof shall nevertheless remain in full force and effect as a separate contract. This Agreement shall be deemed modified and amended to the extent necessary to render it valid and enforceable.

Y. **RESERVATION OF JURISDICTION**: The Hillsborough County Florida Circuit Court shall reserve jurisdiction for modification and enforcement of this Agreement as provided herein and the Final Judgment entered in connection herewith, and for partition of the real property as provided herein.

Z. **SELF-EXECUTING CLAUSE**: In the event that any of the papers agreed to be executed and delivered in furtherance of this Agreement are not executed and delivered within five (5) days of receipt of a written request for same, then it is agreed that the Final Judgment of Dissolution of Marriage shall be self-executing to operate as a conveyance from the Husband to the Wife and/or from the Wife to the Husband of the properties referred to herein.

A. **REPRESENTATIONS**: The Parties represent to each other that:

- (1) The Parties have had the opportunity to be represented by or consult with attorneys of their own choosing in the negotiation and preparation of this Agreement. The Husband has been represented by Stephanie Koether, Esq., and the Wife has been represented by David Barnhill, Esq. Each Party has carefully read this Agreement and is completely aware of its contents and its legal effect.
- (2) This Agreement has been prepared by mediator, Ginger L. Dugan, Esq. acting as a scrivener at the request of the Parties' attorneys. This Agreement should be interpreted fairly and simply and not strictly for or

against either of the Parties.

- (3) 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.
- (4) Each Party understands and agrees that this Agreement constitutes the entire contract between the Parties and supersedes any prior understanding or agreement. There are no representations or warranties other than those set forth in this Agreement.
- (5) In the event of reconciliation, the Parties understand that matters dealing with property division shall continue to be binding unless agreed to otherwise in writing.
- (6) Each Party has given careful and mature thought to the making of this Agreement.
- (7) Each Party has carefully read each provision of this Agreement.
- (8) Each Party fully and completely understands each provision of this Agreement, both as to the subject matter and legal effect.

IN WITNESS WHEREOF, the Parties have set their respective hands and seals acknowledging that the provisions of this Agreement shall be binding on their respective heirs, next of kin, executors and administrators.

I have read this Agreement carefully, and understand that it will affect my legal rights now and in the future. Further, by my signature, I do hereby acknowledge that I understand the contents herein and am willing to be bound by this Agreement.

DATED _____ by the Husband.

John Fletcher, Husband

Stephanie Koether, Esq.
Husband's Attorney

I have read this Agreement carefully, and understand that it will affect my legal rights now and in the future. Further, by my signature, I do hereby acknowledge that I understand the contents herein and am willing to be bound by this Agreement.

DATED _____, by the Wife.

Theresa Fletcher, Wife

David Barnhill, Esq.
Wife's Attorney