

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA
FAMILY LAW DIVISION

IN RE: The Marriage of:
SCOTT SPEEDY,
Petitioner/Husband,

v.

Case No.: 2023 DR 000929

Division: P

NANCY SPEEDY,
Respondent/Wife.

_____ /

MEDIATION SETTLEMENT AGREEMENT

SCOTT SPEEDY, hereinafter referred to as **Husband**, and NANCY SPEEDY, hereinafter referred to as **Wife**, have entered into the following Mediation Settlement Agreement ("Agreement") through mediation on this date, January 9, 2024. The parties intend for this Agreement to be a full and final resolution of the issues in their case, and agree to the following:

ALIMONY

Each party waives the right to receive alimony from the other party either now or in the future.

LIFE INSURANCE

The Wife shall assume ownership of the Protective Life Insurance whole life policy in the names of the parties, and she shall be responsible for payment of 100% of all premiums or other costs in order to maintain this policy in good standing. The policy shall continue to name the Husband as the Wife's beneficiary and the Wife as the Husband's beneficiary. The Husband shall execute all necessary documents in order to allow the Wife to assume ownership of the policy. Upon assumption of ownership of the policy, the Wife shall provide the Husband with a copy and proof of maintaining the policy upon written demand by the Husband no more than one time per year.

IRS TAX REIMBURSEMENT

The Husband shall pay \$500.00 directly to the Wife within 30 days of the date of this Agreement as reimbursement for her 2022 IRS tax obligation.



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MARITAL HOME

The parties were previously the joint owners of a home located at 3865 Menendez Drive, Pensacola, Florida, which has been sold and all net sales proceeds were already divided between the parties.

PERSONAL PROPERTY

Each party shall assume sole ownership of all personal property, furnishings and furniture presently in his or her possession.

AUTOMOBILES

The Wife shall assume sole use, ownership, and possession of the 2013 Toyota Highlander and the Husband shall assume sole use, ownership, and possession of the 2017 Toyota truck he customarily drives. Each party shall be responsible for the debt and insurance associated with the vehicle received by them and indemnify and hold the other party harmless therefrom. Each party shall complete any necessary documents necessary to transfer the titles solely in their name, which shall be completed within 30 days of the date of this Agreement.

MARITAL DEBTS

Each party shall be responsible for all other debts in their respective names and each party shall indemnify and hold the other party harmless thereon. Hereafter, neither party shall incur any further debts or obligations for which the other may be held liable.

RETIREMENT AND/OR PENSION

1. The Wife shall receive 50% of the Husband's MEBA/Fidelity "401(k)" account utilizing the account balance as of the date of filing the dissolution action on April 9, 2023. The Court will reserve jurisdiction for entry of a Qualified Domestic Relations Order (QDRO) or other distribution order to transfer the Wife's share of this account into a qualified account she shall designate. The QDRO shall be prepared by the Wife. The Wife shall be responsible for any taxes or penalties on the amount she receives if she does not roll these funds into a qualified account, and she shall indemnify and hold the Husband harmless for any such taxes or penalties.

2. The Husband shall receive 50% of the Wife's Baptist Health Care 403(b) account utilizing the account balance as of the date of filing the dissolution action on April 9, 2023. The Court will reserve jurisdiction for entry of a QDRO or other distribution order to transfer the Husband's share of this account into a qualified account he shall designate. The QDRO shall be prepared by the Husband. The Husband shall be responsible for any taxes or penalties on the amount he receives if he does not roll these funds into a qualified account, and he shall indemnify and hold



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the Wife harmless for any such taxes or penalties.

3. The Wife is entitled to a portion of the Husband's MEBA Pension Trust pension, when it vests, in recognition of her property interest therein in accordance with the Florida Supreme Court decision in *Diffenderfer v. Diffenderfer*, 491 So.2d 265 (Fla. 1986). For purposes of calculating the Wife's coverture share of these pension accounts, the parties were married on October 6, 1989 and the dissolution of marriage action was filed on March 9, 2023. Accordingly, the Wife's portion of the Husband's MEBA Pension Trust pension will be calculated by the following formula:

$$\frac{1}{2} \times \frac{\text{Number of months of employment while married}}{\text{Total number of months Husband employed or accruing pension rights for the MEBA Pension Trust.}} \times \text{Husband's Monthly Payment}$$

The parties agree the Court will reserve jurisdiction to enter any QDRO or other distribution order as may be necessary to effect the terms of this Agreement. The Wife will be entitled to any COLA benefits. Unless and/or until a QDRO distribution order is established, the Husband will pay Wife's percentage share directly to the Wife once the Husband begins receiving his pensions. The Wife will be entitled to survivor benefit rights and the parties shall execute any documents necessary to effectuate that provision, to provide for the Wife's receipt of her percentage share of the Husband's pensions should he die and/or remarry.

4. The Husband is entitled to a portion of the Wife's Torrance Hospital retirement/pension plan, when it vests, in recognition of his property interest therein and in accordance with the Florida Supreme Court decision in *Diffenderfer v. Diffenderfer*, 491 So.2d 265 (Fla. 1986). The parties agree the Husband shall be awarded approximately 50% of the monthly pension benefit. For purposes of calculating the Husband's coverture share of the Wife's pension account, the parties were married on October 6, 1989 and the dissolution of marriage action was filed on March 9, 2023. Accordingly, the Husband's portion of the Wife's pension will be calculated by the following formula:

$$\frac{1}{2} \times \frac{\text{Number of months of employment while married}}{\text{Total number of months Wife employed by or accruing Torrance Hospital pension rights.}} \times \text{Wife's Monthly Payment}$$

The parties agree the Court will reserve jurisdiction to enter any QDRO or other distribution order as may be necessary to effect the terms of this Agreement. The Husband will be entitled to any COLA benefits. Unless and/or until a QDRO or military distribution order is established, the Wife will pay the Husband's percentage share directly to the Husband once the Wife begins receiving her pension. The Husband will be entitled to the survivor benefit election, and the parties shall execute any documents necessary to effectuate that provision, to provide for the Husband's receipt of his percentage share of the Wife's pension should she die and/or remarry.


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5. The Wife waives and relinquishes any interest she may have in the Husband's Seafarers pension/retirement plan.

ATTORNEY'S FEES AND COSTS

The Husband shall pay \$2,000.00 of the Wife's attorney's fees and costs, payable directly to the Wife within 30 days of the date of this Agreement.

ADDITIONAL INSTRUMENTS

Each of the parties will execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this instrument and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such a manner, and with such force and effect as shall be necessary to effectuate the terms of this Agreement.

ACCEPTANCE OF SERVICE OF PROCESS AND WAIVERS

By executing this Agreement, each party: 1) Acknowledges that the Courts of the State of Florida have personal jurisdiction over each party and the subject matter in said dissolution of marriage action; 2) Consents to the entry of a Final Judgment of Dissolution of Marriage which approves and incorporates this Agreement; and 3) Waives the 15-day waiting period after the filing of the Special Affidavit of Uncontested Dissolution of Marriage.

RECONCILIATION

A reconciliation, temporary or permanent, or a further separation after any reconciliation, in no way shall abrogate or affect the provisions of this Agreement.

RATIFICATION OF COURT

It is the intention of the parties that this Mediation Settlement Agreement shall be offered into evidence in the dissolution of marriage action presently pending in the Circuit Court in and for Escambia County, Florida and the parties agree that this Mediation Settlement Agreement shall fully and finally resolve all issues relative to such action. It is the intention of the parties to have the Court adopt and ratify this Agreement and make it the Order of the Court. However, notwithstanding such ratification and adoption by the Court, this Agreement shall survive and be enforceable by action independent of such Judgment.


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MODIFICATION

The provisions of this Agreement shall be modified only by the written consent of the parties or by Court Order.

GOVERNING LAWS

The laws of Florida shall govern the validity, construction, interpretation, and effect of the provisions of this Agreement.

NON MARITAL PROPERTY

Each party hereby waives any and all claims to any right, title, and interest in the non-marital property of the other except as specifically agreed to in this Agreement.

DISCLOSURE

The parties represent unto each other that in the negotiation of this Agreement, there has been full and fair disclosure by each to the other of all property, benefits, and/or indebtedness to which the other may have a claim or responsibility, actual or contingent.

ACKNOWLEDGMENT


The parties acknowledge that they are entering into this Agreement freely and voluntarily; that they have read each page of the Agreement carefully before signing same; that they have ascertained and weighed all the facts and circumstances likely to influence their judgment herein; that they have sought and obtained legal advice independently of each other, or they have had the opportunity to seek legal advice; that they have been duly apprised of their respective legal rights; that all the provisions hereof, as well as all questions are clearly understood and both parties assent to all provisions herein.

TAX ADVICE DISCLAIMER

Both parties acknowledge that neither the attorney(s) or the mediator executing this Agreement have provided any tax or accounting advice, and that the parties should independently consult their own tax or accounting professional with any tax questions they may have.

VALIDITY

In the event that any paragraph or paragraphs of this Agreement shall be declared invalid or void by the Court, such declaration shall not invalidate the entire Agreement and all other paragraphs of this Agreement shall remain in full force and effect.



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Scott Speedy
SCOTT SPEEDY
Dated: January 9, 2024

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

BEFORE ME, the undersigned authority, appeared **SCOTT SPEEDY**, who did swear or affirm before me that he has read the foregoing and has signed same. The foregoing instrument was acknowledged before me by means of physical presence or ___ online notarization, this 9th day of January, 2024.

Personally Known OR Produced Identification ___
Type of Identification Produced: _____

SWORN TO AND SUBSCRIBED before me, this 9th day of January, 2024.

 **KELLY DUJMOVIC**
Notary Public
State of Florida
Comm# HH463066
Expires 11/12/2027

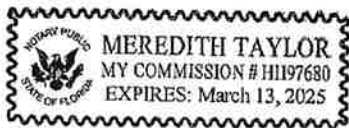
Nancy Speedy
NOTARY PUBLIC - State of Florida
Nancy Speedy
NANCY SPEEDY
Dated: January 9, 2024

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

BEFORE ME, the undersigned authority, appeared **NANCY SPEEDY**, who did swear or affirm before me that she has read the foregoing and has signed same. The foregoing instrument was acknowledged before me by means of physical presence or ___ online notarization, this 9th day of January, 2024.

Personally Known OR Produced Identification ___
Type of Identification Produced: _____

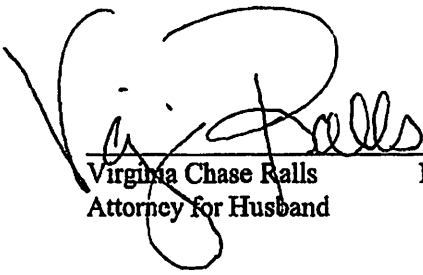
SWORN TO AND SUBSCRIBED before me, this 9th day of January, 2024.

 **MEREDITH TAYLOR**
MY COMMISSION # H1197680
EXPIRES: March 13, 2025

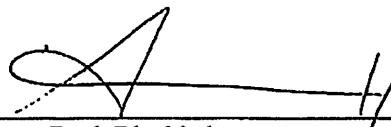
Meredith Taylor
NOTARY PUBLIC - State of Florida

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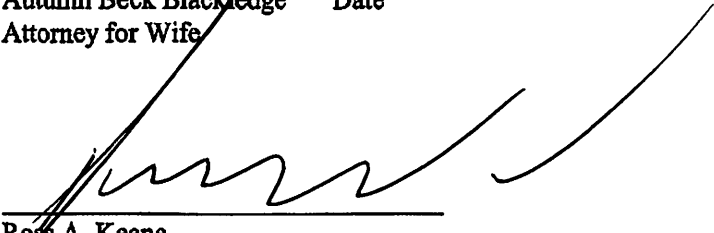
N.S.
N.S.



Virginia Chase Ralls Date
Attorney for Husband 1/9/24



Autumn Beck Blackledge Date
Attorney for Wife 1/9/23



Ross A. Keene
Certified Mediator No.: 23209 F
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S.S.



N.S.