

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR SEMINOLE COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

CASE NO.: 2023-DR-003531

DONALD PAQUETTE,
Petitioner,

and

DIANE PAQUETTE,
Respondent.

NOTICE OF FILING MARITAL SETTLEMENT AGREEMENT


COMES NOW, the Respondent, **DIANA PAQUETTE**, by and through the undersigned counsel and hereby gives notice of filing and service of the following on the Petitioner, by serving a copy via Electronic Service:

1. Marital Settlement Agreement

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate copy of the foregoing has been furnished via Electronic Service pursuant to Fla. R. Gen. Prac. & Jud. Admin. 2.516 through the State of Florida e-filing portal to: **SAMANTHA SAUER, Esquire**, Attorney for Petitioner, via the designated service e-mail of ssauer@heskinmartinezlaw.com, and office@heskinmartinezlaw.com, on this 7th day of June, 2024.



By: 
[] **OPHELIA G. BERNAL-MORA, ESQ., B.C.S.**
Florida Bar No.: 0933341
[√] **ANDREW F. NICKOLAOU, ESQ., B.C.S.**
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Attorney for Respondent

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR SEMINOLE COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

DONALD PAQUETTE,

CASE NO.: 2023-DR-003531

Petitioner/Husband,

and

DIANE PAQUETTE,

Respondent/Wife.

MARITAL SETTLEMENT AGREEMENT

BY THIS AGREEMENT, the parties, DIANE PAQUETTE (hereinafter referred to as "Wife") and DONALD PAQUETTE (hereinafter referred to as "Husband"), agree as follows:

THE PARTIES are Husband and Wife and were married to each other on May 6, 1989. There are no minor children remaining from this union. This Agreement is intended to be a full settlement of all matters pending in this action, including a division of the marital assets and spousal support.

1. **CONSIDERATION:**

The consideration for this Agreement is a mutual benefit to be obtained by the parties and the promises of each party to the other. The adequacy of the consideration for this Agreement is admitted by the parties.

2. **SEPARATION:**

The parties have the right to live separate and apart and the parties shall not harass one another, nor shall they interfere in any way with one of the other's private, social, or business activities.



Husband

Wife 

3. **PERSONAL PROPERTY:**

The parties previously divided all personal property to the mutual satisfaction of the parties. All other personal property shall go to the person in possession of the property.

4. **PERSONAL DEBTS:**

Each party shall be responsible for and pay any and all personal debts incurred commencing on or after their date of separation: September 26, 2023. Each party hereby agrees to indemnify and hold the other party harmless from any liability of said personal debt.

5. **EQUITABLE DISTRIBUTION:**

The parties shall divide their marital assets and liabilities as follows:

A. **AUTOMOBILES:**

Wife shall retain possession, ownership and control of the 2015 Mini Cooper Roadster as her own automobile. Husband shall retain possession, ownership and control of the 2013 Hyundai Sonata and 2013 Harley Davidson motorcycle as his own vehicles. The parties hereby release any and all rights, title and interest in the vehicles awarded to the other party herein. Each shall indemnify and hold the other free and harmless from any and all obligations existing, expenses related to, or liabilities associated with the operation of the vehicle to which they are entitled herein. Each party shall sign any and all documents necessary to convey any interest they may have in the vehicle awarded to the other within ten (10) days of the date they are presented with said documents.

B. **OBLIGATIONS:**

Each party shall be liable for any debts and obligations solely in his or her name and each party shall indemnify, defend and hold the other party harmless therefrom. All joint credit cards and accounts shall be closed immediately. Henceforth, neither party shall incur any obligation for


Husband


Wife

which the other party may be liable.

The Husband shall be solely responsible for the mortgage loan debt with Union Savings Bank ending in x1761.

C. **SAVINGS AND CHECKING ACCOUNTS:**

The parties shall divide the following accounts as delineated below with the party receiving the listed account being awarded the account and any and all funds contained therein without right or claim by the other.

Husband shall be entitled to the following accounts:

- a. Husband's Addition Financial Checking and Savings (1466)
- b. Husband's Ally Bank Checking (8538) and Savings (8386);
- c. Husband's Siemens AG Stock;
- d. Husband's Siemens Energy Stocks;
- e. Husband's Fidelity Stocks (6430);
- f. Husband's Siemens Energy HSA (2386);

Wife shall be entitled to the following accounts:

- a. \$7,973.00 from Joint Ally Account (7605). Thereafter, the parties will close the joint Ally Account;
- b. Wife's Addition Financial Checking (1465) and Savings (1460);
- c. Wife's PNC Checking (6675);
- d. Wife's PNC Checking (6683);
- e. Wife's Savings Bond (#2668);
- f. \$10,972.00 from Husband's Savings Bond (#4658). Within ten (10) days of this Agreement, Husband shall initiate the sale or redemption of the savings bonds


Husband


Wife

described in this paragraph. From the proceeds of the sale or redemption, Husband shall pay to Wife \$10,972.00. Failure to remit payment for same shall entitle the Wife to the issuance of a judgment for said amount against Husband.

Furthermore, the parties agree that within 10 days of signing this Agreement the parties shall close all joint accounts.

The Husband and Wife shall retain any remaining checking accounts, savings accounts, and/or brokerage accounts in his or her own name, free from any right or claim from the other party and hereby relinquish any claim either party may have been entitled to respecting the other parties' checking accounts, savings accounts, and/or brokerage accounts.

D. RETIREMENT FUNDS:

The parties intend to equalize their post-tax retirement accounts and separately equalize their pre-tax retirement accounts. The parties shall each keep their own retirement accounts which are held in their own names, except that Husband will transfer the following to Wife:

1. \$455,180 from Husband's Siemens Energy non-ROTH 401(k);
2. \$182,576 from Husband's SSG Roth IRA (8866);
3. \$375,915 from Husband's SSG IRA (8171);
4. \$31,569 from Husband's Fidelity Roth IRA (2909).

To effectuate this provision, the parties shall engage Matt Lundy or another mutually-agreeable Qualified Domestic Relations Order ("QDRO") attorney to prepare the necessary QDRO(s), transfers incident to divorce, and other documents necessary to effectuate the split or transfer of accounts, and the preparer shall divide the accounts in the most efficient way possible (i.e. through the least number of QDROs), so long as each party receives the funds in the accounts listed above. The parties shall mutually retain the agreed upon QDRO attorney within thirty (30)


Husband


Wife

days of execution of this Agreement and complete all necessary forms required to effectuate the transfers. The parties shall equally split (50/50) the cost of hiring Matt Lundy or another mutually-agreed upon QDRO attorney.

With the exception of the above-stated transfers from the four (4) retirement accounts of the Husband to the Wife, the Husband shall receive as equitable distribution:

-Any remaining amount after transfer to Wife which is held in Husband's Siemens Energy non-ROTH 401(k);

-Any remaining amount after transfer to Wife which is held in Husband's SSG Roth IRA (8866);

-Any remaining amount after transfer to Wife which is held in Husband's SSG IRA (8171);

-Any remaining amount after transfer to Wife which is held in Husband's Fidelity Roth IRA (2909);

-Husband's Fidelity IRA (1913);

-Husband's Siemens Energy Roth 401(k);

-Husband's Siemens Energy After Tax 401(k);

-Husband's Americo Annuity;

-Husband's KMC Pension;

-Husband's Rolls-Royce Cash Balance Plan (0105);

-Husband's Siemens (Optum Bank) HSA (2386).

In addition to the four (4) transfers from the Husband's above-referenced retirement accounts, the Wife shall receive as equitable distribution:

-Wife's Fidelity Roth IRA (6827);

-Wife's SSG IRA (8189);


Husband


Wife

- Wife's Orlando Orthopaedic Center 401(k);
- Wife's Orlando Orthopaedic Center ROTH 401(k);
- Wife's Fidelity HSA (6438);
- Wife's American Annuity (9906).

Wife is solely entitled to any other retirement or pension claims generated through her employment in the future and Husband relinquishes any rights, interest or claims to same. Husband is solely entitled to any other retirement or pension claims generated through his employment in the future and Wife relinquishes any rights, interest or claims to same.

F. REAL PROPERTY:

The parties own a home located at 1610 Eagle Nest Circle, Winter Springs, Florida 32708 ("House"), more particularly described as follows:

Lot 21, GLEN EAGLE UNIT 1, according to the Plat thereof, recorded in Plat Book 40, Page(s) 14 through 17, inclusive, of the Public Records of Seminole County, Florida.

Parcel ID: 08-21-31-503-0000-0210

Husband shall have sole use, possession, and ownership of the House, including all insurance proceeds and escrow balances. As of the date of this Agreement, Husband shall be solely responsible for any and all costs associated with this property, including but not limited to, all mortgages, taxes, insurance, and repairs. Husband agrees to indemnify and hold Wife harmless from any and all obligations related to said property. The Wife shall execute a quit claim deed transferring the property to Husband within twenty (20) days of the date of this Agreement.

6. ALIMONY:

Beginning June 1, 2024, and continuing the 1st of each month thereafter, Husband shall



Husband



Wife

pay Wife TWO THOUSAND AND FIVE HUNDRED DOLLARS (\$2,500.00) per month as and for durational alimony. Said alimony shall continue for a period of ten years, or 120 months, and shall terminate upon the death of either party, remarriage of Wife or Wife's cohabitation in a supportive relationship as defined in Fla. Stat. 61.14.

Husband shall pay Wife directly. If payment is not made and is late for a period of more than thirty (30) days, then the Wife shall be entitled to entry of an Income Deduction Order against Husband's employer, without the necessity of a hearing.

7. **INCOME TAXES:**

Beginning with the year 2024 and each year thereafter, Husband and Wife shall file separate income tax returns.

8. **PARTIES' INSURANCE:**

As of the date of this Agreement, each party shall be responsible for obtaining his or her own home/renter's, health and automobile insurance within the next ten (10) days.

9. **FINANCIAL DISCLOSURE:**

The Wife represents that she has made a full and complete financial disclosure to Husband. The Husband represents that he has made a full and complete financial disclosure to Wife.

10. **WAIVER OF FURTHER DISCOVERY AND TRIAL:**

The parties acknowledge that this Agreement was reached in anticipation of litigation but prior to full discovery being done. The parties acknowledge and understand that they have the right to call witnesses, take depositions, subpoena documents, use interrogatories and admissions, and other methods of discovery to discover any information, whether financial or not, about the relevant issues in this action. The parties acknowledge that they have full knowledge and information of the issues in any dissolution of marriage action and the financial issues of said


Husband


Wife

action. Each party acknowledges that he or she is waiving their rights with respect to further discovery. The parties acknowledge that they know the assets and liabilities of the parties.

11. **GENERAL RELEASE:**

Husband and Wife acknowledge that the provisions of this Agreement are fair, adequate, satisfactory, and in keeping with their accustomed standard of living and their reasonable requirements. Each party accepts these provisions in full settlement of all claims and demands for alimony or for any other provision of support and maintenance, and each releases and discharges the other from any and all claims and demands, including rights of the other's estate and any and all legal actions except those provided in this Agreement.

12. **ESTATE PLANNING AND OTHER ADDITIONAL INSTRUMENTS:**

Within ninety (90) days of this Agreement the parties shall amend or dissolve their current estate planning documents, including but not limited to their trust to reflect this Agreement and their divorce. The parties will equally split the cost of same.

Within a reasonable amount of time after written demand, each party shall execute, acknowledge and deliver all documents or instruments required to carry out the provisions of this Agreement. A party who fails on demand to comply with this provision shall pay to the other any and all attorney's fees, costs, and other expenses reasonably incurred as a result of that failure.

13. **SELF-EXECUTING NATURE OF AGREEMENT:**

Should either party fail or refuse to execute any document(s) required by this Agreement, any Final Judgment of Dissolution of Marriage between the parties shall be effective to transfer ownership of any property specified in this Agreement to the party entitled to property under this Agreement upon recordation of any Final Judgment of Dissolution of Marriage between the


Husband


Wife

parties, notwithstanding any disability of the parties, pursuant to Rule 12.570(d) of the Florida Family Law Rules of Procedure and section 61.075(2), *Florida Statutes*.

14. **ENFORCEMENT:**

If this Agreement is incorporated into a Final Judgment of Dissolution Marriage all provisions of this Agreement shall be enforceable in the action for the dissolution of marriage through contempt proceedings or by any other available method. It is further agreed that this court may retain jurisdiction to enforce this Agreement.

15. **MODIFICATION:**

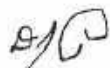
This Agreement shall not be modified, extended or stayed except by written consent by the parties.

16. **FUTURE RELATIONS:**

Husband and Wife agree that future or present cohabitation together or the resumption of marital relations in an effort to reconcile and/or cohabitation or reconciliation or the resumption of sexual relations subsequent to the entry of the Final Judgment of Dissolution of Marriage, shall in no way act to void either in whole or in part any provision of this Agreement, nor shall the same modify this Agreement or cause either party to this Agreement to be in a position where defense of the non-exercise of any right, privilege, or duty hereunder, shall constitute a defense to any subsequent action for enforcement, modification or any other proceedings. This Agreement can only be modified in writing, signed by both parties. The Husband and Wife agree that this provision shall supersede any and all future changes that may occur in the law and the Florida Statutes.

17. **ACCEPTANCE, REJECTION OR MODIFICATION BY COURT:**

Each party understands that under Florida law, the court has the power to accept or reject



Husband



Wife

the terms of this Agreement.

18. **SEVERABILITY:**

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

19. **STRICT PERFORMANCE:**

The failure of a party to insist on strict performance of any provision of this Agreement is not a waiver of any other or subsequent breach.

20. **DEFAULT:**

In the event either party to this Agreement defaults in his or her obligations hereunder, the party in default shall be liable to the non-defaulting party for all reasonable expenses incurred, including attorney's fees and costs, in the enforcement of obligations created by this Agreement.

21. **NON-ALIENATION OF PROVISIONS:**

All the provisions of this Agreement shall be binding upon the respective heirs, personal representatives, successors, or assignees of the parties.

22. **TAX IMPLICATION:**

Husband and Wife acknowledge that the allocations and distribution of real or personal property has tax implications. Neither has relied on opinions of counsel herein regarding income tax allocations. Husband and Wife have been advised to seek the opinion of a certified public accountant and/or other tax advisor.

23. **WAIVER OF RIGHT TO ELECTION:**

The parties respectively waive, release and surrender, each to the other, any and all rights


Husband


Wife

of election or marital rights that each may have to participate in any real or personal property of the other at death; and do hereby agree to execute, acknowledge, and deliver upon request, any other necessary or proper instrument to bar election, legal share, or marital rights to each other of any property of any kind and wherever the same may be situated; and do hereby expressly release, waive, and surrender, any and all rights, title or claim to participate in any way in the distribution and enjoyment of any real or personal estate of which either may die, cease, possess, or in any manner have interest in, at the time of death, except such right, title or claim as may be created by the last will and testament of either party or by the provisions of this Agreement.

24. **ATTORNEY'S FEES AND COSTS:**

Each party shall be responsible for his or her own attorney's fees and costs in connection with this Agreement and the Dissolution of Marriage proceedings.

25. **UNDERSTANDING OF EACH AND EVERY PROVISION:**

Husband and Wife mutually acknowledge that they have fully, completely and carefully considered each and every one of the paragraphs contained in this Agreement and they expressly agree to and shall fully and completely comply with every provision herein and assume the obligations imposed.

26. **HEADINGS:**

The parties agree that the underlined headings set forth in this Agreement are for the convenience of the parties only and shall not affect the interpretation of this Agreement or of any terms and provisions contained herein.

27. **CONSTRUCTION:**

Florida law shall govern this Agreement.

28. **REPRESENTATION:**


Husband


Wife

The parties represent to each other that:

The Wife is represented by ANDREW NICKOLAOU, ESQUIRE. The Wife acknowledges that she fully understands this Agreement and has been informed as to her legal rights and obligations and is signing this Agreement freely, voluntarily, and intelligently, and intending to be bound by its terms.

The Husband is represented by SAMANTHA SAUER, ESQUIRE. The Husband acknowledges that he fully understands this Agreement and has been informed as to his legal rights and obligations and is signing this Agreement freely, voluntarily, and intelligently, and intending to be bound by its terms.

This Agreement shall not be interpreted with regard to any rule requiring interpretation against the drafter or the party causing this Agreement to be prepared.

This Agreement constitutes the entire contract between the parties and supersedes any prior understandings or Agreements made by them. There are no representations or warranties other than those set forth in this Agreement.

If the parties reconcile, the parties understand that matters dealing with property division shall continue to be binding unless agreed to otherwise in writing.


Husband


Wife

IN WITNESS WHEREOF the parties have set their hand and seal this 7th day of

June 2024.

Diane Paquette
DIANE PAQUETTE
WIFE

Robin Berhardt
Witness

Taylor Dayton
Witness

STATE OF OHIO
COUNTY OF Franklin

[Signature]
Husband

[Signature]
Wife

SWORN TO AND SUBSCRIBED BEFORE ME this 7th day of June,
by DIANE PAQUETTE, who is personally known to me OR has
produced drivers license as identification and did/did not take an oath.

SARAH Williams
Print, Type or Stamp Name of Notary Public
My Commission expires: 4/10/2026

NOTARY PUBLIC
State of Ohio



IN WITNESS WHEREOF the parties have set their hand and seal this 6th day of
June 2024.

Donald Paquette

DONALD PAQUETTE
HUSBAND

Sharon P.
Witness

Cassidy
Witness

STATE OF FLORIDA
COUNTY OF Seminole

[Signature]
Husband

[Signature]
Wife

SWORN TO AND SUBSCRIBED BEFORE ME this 6th day of June 2024,
by Donald Paquete, who is personally known to me OR has produced _____ as
identification and did/did not take an oath.

NOTARY PUBLIC
State of Florida

Skylar Roberson
Print, Type or Stamp Name of Notary Public
My Commission expires:



[Signature]
Husband

[Signature]
Wife