

IN THE CIRCUIT COURT OF THE  
NINETEENTH JUDICIAL CIRCUIT  
IN AND FOR INDIAN RIVER COUNTY,  
STATE OF FLORIDA

IN RE: THE MARRIAGE OF:

CASE NO.: 31-2024-DR-000136

TAMERA SUE GLADIEUX,

Petitioner/Wife,  
and

MICHAEL DENNIS WAGNER,

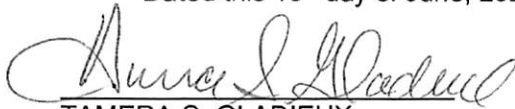
Respondent/Husband.

**JOINT STIPULATION APPROVING MEDIATION AGREEMENT**

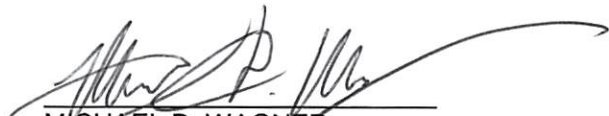
COME NOW the parties and hereby stipulate and agree as follows:

1. The Mediation Agreement executed by the parties on the 18<sup>th</sup> day of June, 2024 should be approved by this Court.

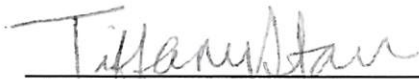
Dated this 18<sup>th</sup> day of June, 2024.



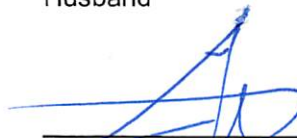
TAMERA S. GLADIEUX  
Wife



MICHAEL D. WAGNER  
Husband



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IN RE: THE MARRIAGE OF:

CASE NO.: 31-2024-DR-000136

TAMERA SUE GLADIEUX,

Petitioner/Wife,  
and

MICHAEL DENNIS WAGNER,

Respondent/Husband.

**MEDIATION AGREEMENT**

The parties, TAMERA S. GLADIEUX and her attorney TIFFANY STARR, Esquire and MICHAEL D. WAGNER and his attorney JEFFREY P. BATTISTA, Esquire met remotely and fully mediated all issues presently pending on June 18, 2024 and agree as follows:

1. THE PARTIES UNDERSTAND THIS AGREEMENT AND THEIR RIGHTS AND OBLIGATIONS CONTAINED HEREIN, HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY, HAVE HAD EVERY AVAILABLE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR OWN CHOOSING, HAVE HAD ALL QUESTIONS ANSWERED TO THEIR SATISFACTION AND INTEND TO BIND THEMSELVES TO THE TERMS AND CONDITIONS CONTAINED HEREIN. This Agreement is intended to be a full, final and binding settlement of all issues of the Dissolution of Marriage action which has been filed in Indian River County, Florida. This Agreement shall be submitted to the Court and shall be made a part of any final judgment or other appropriate order as the Court may deem just and proper.

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Notwithstanding the incorporation, this Agreement shall not merge into such judgment but shall survive the judgment and be binding on the parties for all time.

2. By agreement of the parties and their counsel, the Mediation Agreement will be e-filed by the Mediator.

3. The parties were married on June 29, 2008.

4. There are no minor children born to the parties and the Wife is not pregnant.

5. The parties own the marital home located at 1731 Belmont Circle SW, Vero Beach, Florida 32968. The home is encumbered by a mortgage with PNC Bank and a home equity line of credit (HELOC) with PNC Bank.

A. The Wife will have exclusive use and possession of the home beginning on June 18, 2024.

B. The Wife will refinance the mortgage and HELOC or otherwise remove the Husband's name from financial liability on the mortgage and HELOC on or before March 1, 2025. In the event she is unable or unwilling to refinance the mortgage and HELOC on or before 5:00 PM on March 1, 2025, then the home will be listed for sale with an agreed-upon realtor by March 10, 2025. If the parties cannot agree on a realtor, then one will be chosen by the court. The sales price will be set and an offer for purchase will be accepted if two out of the three involved individuals (Husband, Wife, and realtor) agree to the price. The entire net proceeds of the sale will be paid to the Wife.

C. Pending refinance or sale, the Wife will be solely responsible for and hold harmless and indemnify the Husband from payment of the mortgage, HELOC, taxes, insurance, repairs and utilities in the home. If the Wife is ever more than sixty (60)

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days delinquent on the any of these payments, then the home shall be listed for sale under the same terms and conditions set forth in paragraph 5(B) above.

D. The Husband shall execute a Quit Claim Deed which transfers all of his interest in the home to the Wife within ten (10) days of receipt of the proposed deed from the Wife. The Husband's attorney will hold the original deed in trust until the closing on the refinance or sale of the home. A copy of the deed will be provided to the Wife for refinancing purposes. No deed will be recorded until the closing on the refinance.

E. The Husband will not encumber the home in any manner during his continued ownership of the home.

6. Within 20 days from the date of this Agreement, the parties shall close their joint PNC Money Market Account (#3307). Each party will receive 50% of the balance in the account.

7. The Husband has a 401(k) account with Schwab (Account #8011).

A. The Wife shall receive Two Hundred Twenty Thousand and 00/100ths (\$220,000.00) Dollars from the Husband's 401(k).

B. The Wife's portion of the 401(k) shall be distributed via Qualified Domestic Relations Order. The parties acknowledge and agree that neither of the attorneys representing them in this cause will prepare or render legal advice regarding the QDRO. Rather, the parties will retain Matthew Lundy, Esquire to prepare the QDRO. Initial application will be made within thirty (30) days of the date of the execute of this Agreement. The parties shall be equally responsible for the cost of obtaining the QDRO.

8. Within 10 days from the date of this Agreement, the Husband will pay to

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the Wife the sum of One Hundred Twenty Thousand and 00/100ths (\$120,000.00) Dollars from the Husband's TD Ameritrade Account (#4052). The payment will be made by transfer from the Husband into an account designated by the Wife.

9. Except for the Husband's Schwab 401(k) and TD Ameritrade Account as set forth above, each party shall receive any and all funds, balance, or benefits from any account currently held in the party's individual name now existing, including but not limited to any bank account, IRA, 401(k), retirement, pension, certificate of deposit, money market account, brokerage account, stock account, travel points, or any other financial account. The other party hereby waives and releases any and all claims or interest therein.

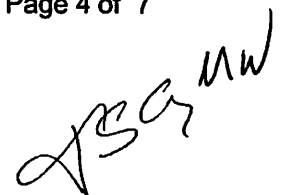
A. The Husband states that he has the following additional financial accounts:

- (1) Seacoast Bank Account (#5158)
- (2) SCCU Account (#4331)
- (3) Interactive Brokers Account (#5865)
- (4) Hilton Points
- (5) Fidelity 401(k)

B. The Wife states that she has the following financial accounts:

- (1) PNC Checking Account (#4194)
- (2) OC Stock Purchase Plan
- (3) Fidelity 401(k) Account
- (4) SeaCoast Bank Account (#5006)

10. The Husband shall have the exclusive use, ownership, and possession of and shall be solely responsible for and hold harmless and indemnify the Wife from any expenses related to the following personal property:

A handwritten signature in black ink, appearing to read 'JSC MW', is located in the bottom right corner of the page.

- A. 2016 Jeep Wrangler
- B. Contents from Marital Home Bedroom Closet (Including Video Equipment, Belt Rack, and Belts); and
- C. All personal property in the Husband's possession

The Husband will retrieve his personal property from the marital home at an agreed-upon date and time within 20 days from the date of this Agreement.

11. The Wife shall have the exclusive use, ownership, and possession of and shall be solely responsible for and hold harmless and indemnify the Husband from any expenses related to the following personal property:

- A. 2016 Nissan Rogue
- B. All personal property at the marital home, except for the Husband's personal property as set forth in Paragraph 10(B) above.

12. Each party shall be solely responsible for and shall hold harmless and indemnify the other party from any and all credit cards, student loans, and other debts held solely in that party's name.

A. As to any liability/debt undisclosed in this Agreement, the party incurring same shall be solely responsible for same and shall indemnify and hold the other party wholly harmless from payment of same.

13. Each party hereby waives the right to claim or receive any alimony from the other party of any type or kind, now or in the future.

14. The parties shall each be responsible for his/her own costs and attorney's fees incurred in this action.

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15. The foregoing agreement has been entered into freely and voluntarily without undue influence, fraud, coercion or misrepresentation and each is satisfied with the financial disclosure they have received from the other party.

16. This agreement constitutes the entire contract between the parties and any prior understandings or agreements made by them on the subjects covered in this agreement.

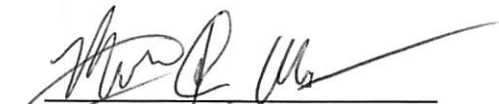
17. Each of the parties shall execute and deliver to the other party any document necessary to effectuate the terms of this Agreement. If either party shall fail to comply with the provisions of this paragraph, this agreement shall constitute an actual grant, assignment and conveyance of property and rights, in such manner and with such force and effect as shall be necessary to effectuate the terms of this agreement and expressly waive all further disclosure and/or discovery.

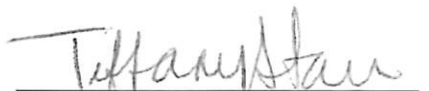
18. Any Power of Attorney executed by a party naming the other party as attorney-in-fact is hereby revoked.

19. Each party shall pay one-half (½) of the mediator fees due this date by Venmo, by Zelle, or providing an authorized debit or credit card for processing through PayPal.

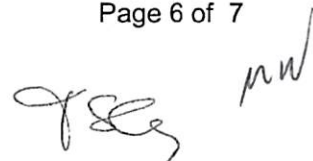
Dated this 18<sup>th</sup> day of June, 2024.

  
TAMERA S. GLADIEUX  
Wife

  
MICHAEL D. WAGNER  
Husband

  
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*ASG MW*