

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT  
IN AND FOR LEE COUNTY, FLORIDA

IN RE: The Marriage of:

CASE NO.: 2023-DR-001745

MICHELE ANTIONETTE DRAPER,  
Petitioner,

and

WALTER SCOTT DRAPER,  
Respondent.

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**MARITAL SETTLEMENT AGREEMENT**

THIS MARITAL SETTLEMENT AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into this 15th day of August 2023, by and between MICHELE ANTIONETTE DRAPER (hereinafter referred to as “Wife”) and WALTER SCOTT DRAPER (hereinafter referred to as “Husband”, and collectively the “Parties”).

**WITNESSETH**

**WHEREAS**, the Parties hereto are husband and wife, having married one another on April 4, 2004, in Honolulu, Hawaii; and

**WHEREAS**, there are no children born of the marriage, the Wife is not pregnant, and no children are expected; and

**WHEREAS**, as a consequence of various disputes, difficulties, and other differences, the Parties have separated and maintain separate households; and

**WHEREAS**, the Parties have given much thought and careful consideration to the settlement of these differences and have determined that they are serious and irreconcilable; and

**WHEREAS**, it is the desire and intention of the Parties hereto that their relations with respect to property, financial matters, support, and all other obligations and responsibilities be

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finally fixed by this Agreement in order to settle and determine in all respects and for all purposes their respective present and future property rights, financial matters, support and other obligations, responsibilities, claims, and demands in such a manner that any action with respect to the rights and obligations, past, present or future, of either party with respect to the other, be finally and conclusively settled and determined by this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, releases, and agreements herein contained, it is hereby agreed and stipulated between the Parties as follows:

1. **SEPARATION**. The Parties shall hereafter live separate and apart at any place or places that he or she shall select, each being freed of any and all marital responsibilities and duties to the other as if the Parties were single and unmarried, subject to the provisions hereinafter set forth. Neither the Husband nor the Wife shall hereafter annoy, harass, or interfere or encourage others to annoy, harass, or interfere, with the life, business, or personal affairs of the other.

2. **SUBSEQUENT DIVORCE**. The Parties have instituted an action for dissolution of marriage in a court of competent jurisdiction, which action shall be subject to the following:

A. Neither party shall make any claim for alimony except as specifically provided for in this Agreement;

B. Neither party shall make any claim for attorneys' fees or costs except in accordance with the provisions of this Agreement;

C. This Agreement shall be offered in evidence by either party in the dissolution proceeding and, if acceptable to the Court, shall be incorporated by reference in the Final Judgment of Dissolution of Marriage. This Agreement shall survive the Final Judgment of Dissolution of Marriage, both of which are accepted as money judgments under Florida law for

which let execution issue forthwith, enforceable through all available remedies and binding upon the Parties for all times;

D. The Parties agree that the terms and conditions contained in this Agreement shall be enforceable by contempt proceedings, as well as any other remedy available under the laws of the State of Florida, including, but not limited to those identified in the *Florida Family Law Rules of Procedure* Rule 12.570 Enforcement of Judgments; and

E. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing with the same formalities utilized to execute this Agreement, signed by both Parties, and properly witnessed and notarized. This formal waiver requirement and any other waiver requirement found in the Agreement cannot itself be waived without a formal written agreement. No alleged oral waivers will be binding or have effect to modify, forebear, or suspend this Agreement. The delay of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver or a waiver of any subsequent default of the same or similar nature nor limit a party's election of remedies.

3. **MUTUAL RELEASES AND INDEMNIFICATION.**

A. Except as otherwise provided in this Agreement, each party releases the other from all claims or demands he or she may have, up to the date of this Agreement.

B. Except as otherwise provided, each party waives and relinquishes all rights that he or she may have or hereafter acquire:

- (i) To inherit under any Will or Codicil of the other party now in effect;
- (ii) To share in the other party's estate under the laws of descent, including elective share;
- (iii) To act as Personal Representative of the other party's estate; and

(iv) To collect benefits as a named beneficiary of the other party's accounts including, but not limited to, life insurance policies.

C. Nothing contained in this Agreement shall be construed to prevent either party from making a bequest to the other, by Will or Codicil, or designating the other to act as Personal Representative, pursuant to the terms of any Will or Codicil dated after the entry of Final Judgment of Dissolution of Marriage.

D. The Parties agree that each shall indemnify, defend, and hold the other party harmless from any claim, demand, or judgment for damages that may be assessed against the other party for failure to pay any obligation which said party has assumed, or for any accident, injury, or liability involving jointly owned or titled property, which has been transferred to him or her.

E. Within a reasonable time after written demand, but in no event more than fifteen (15) calendar days, each party shall execute, acknowledge, and deliver all documents or instruments required to carry out the provisions of this Agreement and to perform all reasonable acts implied in carrying out the intent of this Agreement, unless otherwise set forth herein. A party who fails on demand to comply with this provision or any other obligation contained in this Agreement shall pay to the other party all reasonable attorneys' fees, costs, and other expenses reasonably incurred as a result of that failure for the enforcement of the obligation.

F. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nonetheless continue in full force and effect. Any provision found to be voidable shall continue in effect recognizing under the totality of the circumstances and the realities of negotiations the Parties entered into a complex and comprehensive agreement after weighing multiple considerations related to various interconnected issues. Parties further agree

nothing herein or throughout this Agreement should be considered unconscionable or contrary to their willingness and desire to contract for their preferred property distribution arrangements.

4. **RECONCILIATION.** It is the intention of the Parties that reconciliation shall neither abrogate nor affect the provisions of this Agreement concerning the settlement and disposition of property rights between the Parties unless this Agreement is declared null and void by the Parties in a formal notarized writing.

5. **NO HOSTILE CONTACT.** The Parties agree that this Agreement shall also serve as a No Hostile Contact agreement and order upon ratification by the court. This No Hostile Contact prohibits hostile behavior that includes but is not limited to: (1) screaming and yelling, (2) cursing, (3) hitting, (4) threats of violence, and (5) any other behaviors that would be considered hostile by community standards.

6. **MEDIATION/ARBITRATION.** Except as may otherwise be provided herein, the Parties agree to attempt to resolve disagreements, disputes, and conflicts regarding the terms of this Agreement by mediation or non-binding arbitration on at least one (1) occasion as a requirement and condition precedent to judicial intervention in the event that the Parties are unable to do so on their own, except for contempt and enforcement proceedings. The Parties shall be required to discharge these obligations in good faith agreeing time is of the essence in reaching conflict resolutions.

7. **PARTIES' INSURANCE.** Effective from the date of entry of a Final Judgment of Dissolution of Marriage, each party shall be responsible for providing his or her own life, home, health, dental, vision, automobile, and any other insurance when they next become due except as provided herein; however, Husband agrees to continue to pay the Wife's current health and dental insurance coverage through the remainder of 2023. The Wife will secure insurance effective

January 1, 2024. The parties will each be responsible for their own individual medical bills and expenses aside from insurance upon the execution of this Agreement.

8. **ALIMONY WAIVER.** Except as set forth in this Agreement herein, each party hereby forever waives alimony and any form of support from the other party including, but not limited to, temporary attorneys' fees, alimony pendente lite, temporary alimony, durational alimony, lump-sum alimony, rehabilitative, or bridge-the-gap for the past, present, and future.

9. **EQUITABLE DISTRIBUTION OF ASSETS.**

A. **Real Property.**

(i) **Post Falls, Idaho Condominium.** The Parties own real property located at 415 W. Waterside Drive, #103, Post Falls, Idaho 83854, (hereinafter referred to as the "Idaho Condo"). The Idaho Condo shall hereafter be marketed and sold in a commercially reasonable manner. Upon closing, the remaining equity distribution shall be divided equally amongst the parties after all costs and expenses related to the sale are satisfied. The Husband and Wife shall vacate the Idaho Condo no later than thirty (30) calendar days after execution of this Agreement to facilitate marketing the property for sale. Within 10 calendar days of the execution of this Agreement, the Parties shall mutually execute a listing agreement and cooperate fully with marketing the property for sale. The Parties agree they will not unreasonably withhold consent for potential purchasing offers and will endeavor to facilitate a sale to the highest and/or best offer in an arms-length commercially reasonable transaction.

(ii) **Fort Myers, Florida Condominium.** The Parties own real property located at 5585 Trailwinds Drive, (hereinafter referred to as the "Florida Condo"). The Florida Condo shall hereafter be the sole and separate property of the Husband, and he shall have exclusive ownership, use, and possession of the Florida Condo upon the parties' execution of this Agreement.

The Wife hereby relinquishes any and all right, title, claims, and interest she may have in the Florida Condo. The Wife shall vacate the Florida Condo no later than forty-five (45) calendar days after execution of this Agreement.

(1) Simultaneously with the execution of this Agreement, the Wife shall execute and deliver a Quit-Claim Deed conveying her interest in the Florida Condo to the Husband. The Husband shall be responsible for recording the Quit-Claim Deed and for necessary fees incurred resulting from the transfer, including recording fees, and documentary stamps.

(2) Effective immediately, the Wife shall assign to the Husband her interest, if any, in the homeowners insurance policy (fire and extended coverage) covering the property, if any, any funds held in escrow or otherwise set aside or earmarked for property taxes, and any deposits with utilities.

(3) From the date of the parties' execution of this Agreement, the Husband shall be solely responsible for all future costs and expenses associated with the Idaho Condo, including but not limited to payments for 2023 taxes, insurance, future mortgage(s), homeowners' association dues, maintenance, required lanai repair costs (estimated to be approximately \$70,000.00), and utilities. Husband shall first receive a 50% credit from the proceeds of the sale of the Idaho Condo as and for reimbursement for the taxes, insurance mortgage payments, HOA dues, utilities, mutually agreed maintenance costs, and lanai repair costs paid by Husband from the date of execution of this agreement until the date of the closing of the sale. Husband shall provide documentation for all expenses for which he requests reimbursement within 15 days prior to the closing.

B. **Personal Bank Accounts.**

(i) **Joint Navy Federal Credit Union Checking Account #8701**. The parties have a joint Navy Federal checking account, account ending #8701, the contents and balance of which shall be the sole and separate property of the Husband. The Wife hereby relinquishes any and all claim, right, interest, or entitlement she may have in this account. Within fifteen (15) calendar days of the parties' execution of this Agreement, the parties shall execute and complete all necessary documents and steps to remove the Wife from the joint Navy Federal checking account, account ending #8701.

(ii) **Joint Navy Federal Credit Union Checking Account #2788**. The parties have a joint Navy Federal checking account, account ending #2788, the contents and balance of which shall be the sole and separate property of the Husband. The Wife hereby relinquishes any and all claim, right, interest, or entitlement she may have in this account. Within fifteen (15) calendar days of the parties' execution of this Agreement, the parties shall execute and complete all necessary documents and steps to remove the Wife from the joint Navy Federal checking account, account ending #2788.

(iii) **Joint Edward Jones Brokerage Account #9886**. The parties have a joint Edward Jones Brokerage account, account ending #9886, the contents and balance of which shall be the sole and separate property of the Husband. The Wife hereby relinquishes any and all claim, right, interest, or entitlement he may have in this account. Within fifteen (15) calendar days of the parties' execution of this Agreement, the parties shall execute and complete all necessary documents and steps to remove the Wife from the joint Edward Jones Brokerage account, account ending #9886.

(iv) **Joint Edward Jones HSA Health Equity Account #3455**. The parties have a joint Edward Jones HSA Health Equity account, account ending #3455, the contents



and balance of which shall be the sole and separate property of the Husband. The Wife hereby relinquishes any and all claim, right, interest, or entitlement he may have in this account. Within fifteen (15) calendar days of the parties' execution of this Agreement, the parties shall execute and complete all necessary documents and steps to remove the Wife from the joint Edward Jones HSA account, account ending #3455.

(v) **Wife's Edward Jones IRA Account #1979**. The Wife has an Edward Jones IRA account, account ending #1979, the contents and balance of which shall be the sole and separate property of the Wife. The Husband hereby relinquishes any and all claim, right, interest, or entitlement she may have in this account.

(vi) **Husband's Edward Jones Checking Account #2416**. The Husband has an Edward Jones checking account, account ending #2416, the contents and balance of which shall be the sole and separate property of the Husband. The Wife hereby relinquishes any and all claim, right, interest, or entitlement she may have in this account.

(vii) **Husband's NFCU Money Market Account #6582**. The Husband shall transfer within ten (10) days of execution of this Agreement the amount of thirteen thousand dollars, \$13,000.00, to the Wife's checking account in Washington. Transfer instruction shall be provided through the parties' counsel. The remainder of the contents and balance shall be the sole and separate property of the Husband. The Wife hereby relinquishes any and all claim, right, interest, or entitlement she may have in this account.

(viii) **Husband's Edward Jones IRA Account #7663**. The Husband shall transfer one hundred and thirty-seven thousand dollars, \$137,000.00 to the Wife's new retirement account created upon completion of the QDRO transfer detailed below. The remaining contents and balance of which shall be the sole and separate property of the Husband. Husband shall

maintain the Wife as the beneficiary of his IRA account #7663 in an amount equal to \$137,000 until such time as the QDRO has been completed and Husband's payment obligations set forth in this Agreement are met. Husband shall provide proof of same within fifteen (15) days of this Agreement. The Wife relinquishes and any all claim, right, interest, or entitlement she may have in the remainder of the account.

(ix) **Husband's Edward Jones Empower 401(k) Account**. Husband shall transfer to Wife via Qualified Domestic Relations Order (QDRO) \$600,000.00 from this account. Husband shall, within 15 days of the date of the execution of this Agreement, contact and hire Mathew Lundy, Esq. in order to prepare this QDRO and shall be fully responsible for any and all costs associated with the same. Husband agrees to cooperate with Mr. Lundy in providing the necessary documents to complete and submit the QDRO as expeditiously as possible. Husband shall maintain the Wife as the beneficiary of his Empower 401K in an amount equal to \$600,000 until such time as the QDRO has been completed and Husband's payment obligations set forth in this Agreement are met. Husband shall provide proof of same within fifteen (15) days of this Agreement.

(x) **Husband's Edward Jones 529 College Savings Plan Account #896**. The Husband has a 529 College Savings Plan account ending #896, the contents and balance of which shall be the sole and separate property of the Husband. The Wife hereby relinquishes any and all claim, right, interest, or entitlement she may have in this account.

(xi) **Husband's Edward Jones 529 College Savings Plan Account #895**. The Husband has an Edward Jones 529 College Savings Plan account, account ending #895, the contents and balance of which shall be the sole and separate property of the Husband. The Wife hereby relinquishes any and all claim, right, interest, or entitlement she may have in this account.

C. **Business Interests.** The Husband shall maintain his ownership interest in Edward Jones LP. The Wife hereby relinquishes any and all claim, right, interest, or entitlement she may have in the business. The Husband assumes any and all liabilities and claims related to the business, and the Husband shall indemnify, defend, and hold the Wife harmless therefrom, including any attorneys' fees and costs associated therewith.

D. **Vehicles.**

(i) **Golf Cart.** Parties own a Golf Cart (hereinafter referred to as the "Cart"). The Cart shall be the Husband's sole and separate property. The Wife hereby waives any right, interest, or claim she may have in the Cart. Upon execution of this Agreement, the Wife shall execute any and all documents as necessary and proper, if any, to transfer tag and title of the Cart to the Husband, including removal of the Wife's name from the tag and title. The Husband shall be solely responsible for obtaining/maintaining car insurance, and for all current and future costs, loans, insurance, accident or maintenance expenses, and other liabilities associated with the Cart and the Husband shall indemnify, defend, and hold the Wife harmless therefrom, including any attorneys' fees and costs associated therewith.

(ii) **Kia Sportage.** The Parties own a 2011 Kia Sportage (hereinafter referred to as the "Sportage"). The Sportage shall be the Husband's sole and separate property. The Wife hereby waives any right, interest, or claim she may have in the Sportage. Upon execution of this Agreement, the Wife shall execute any and all documents as necessary and proper, if any, to transfer tag and title of the Sportage to the Husband, including removal of the Wife's name from the tag and title. The Husband shall be solely responsible for obtaining/maintaining car insurance, and for all current and future costs, loans, insurance, accident or maintenance expenses, and other

liabilities associated with the Sportage and the Husband shall indemnify, defend, and hold the Wife harmless therefrom, including any attorneys' fees and costs associated therewith.

(iii) **Kia Sorrento.** The Parties own a 2015 Kia Sorrento (hereinafter referred to as the "Sorrento"). The Sorrento shall be the Husband's sole and separate property. The Wife hereby waives any right, interest, or claim she may have in the Sorrento. Upon execution of this Agreement, the Wife shall execute any and all documents as necessary and proper, if any, to transfer tag and title of the Sorrento to the Husband, including removal of the Wife's name from the tag and title. The Husband shall be solely responsible for obtaining/maintaining car insurance, and for all current and future costs, loans, insurance, accident or maintenance expenses, and other liabilities associated with the Sorrento and the Husband shall indemnify, defend, and hold the Wife harmless therefrom, including any attorneys' fees and costs associated therewith.

(iv) **Cadillac STS.** The Parties own a 2007 Cadillac STS (hereinafter referred to as the "Cadillac"). The Cadillac shall be the Husband's sole and separate property. The Wife hereby waives any right, interest, or claim she may have in the Cadillac. Upon execution of this Agreement, the Wife shall execute any and all documents as necessary and proper, if any, to transfer tag and title of the Cadillac to the Husband, including removal of the Wife's name from the tag and title. The Husband shall be solely responsible for obtaining/maintaining car insurance, and for all current and future costs, loans, insurance, accident or maintenance expenses, and other liabilities associated with the Cadillac and Husband shall indemnify, defend, and hold the Wife harmless therefrom, including any attorneys' fees and costs associated therewith.

E. **Personal Property.**

(i) **Furniture, Furnishings, Sporting Equipment, Entertainment Equipment, and Collectibles.** Except as otherwise set forth herein, the Parties shall mutually

agree upon the division, if necessary, of their furniture, furnishings, sporting equipment, entertainment equipment, and collectibles. Parties agree all furniture, fixtures, portable appliances, and related personal property within the Idaho Condo must be removed to facilitate the marketing, sale, and transfer of the property in an arms-length bona fide transaction. Any property remaining in place after thirty (30) days shall be deemed abandoned and donated to local charitable organizations. Unless specifically identified herein, it is agreed all furniture, fixtures, portable appliances, and related personal property within the Florida Condo will remain in place and become the personal property of the Husband. Any of such property specifically identified herein as the Wife's personal property remaining in the Florida Condo forty-five (45) calendar days after execution of this Agreement will be deemed abandoned and shall immediately become the personal property of the Husband on day forty-six (46). In the event the Parties cannot reach an agreement should any disputes arise, they shall attend mediation or non-binding arbitration on at least one (1) occasion to resolve this issue before resorting to court action.

(ii) **Wife's Personal Belongings.** The Wife shall have as her sole and separate property her personal belongings and personal effects currently in her possession and/or at the Florida Condo and Idaho Condo; the remaining vintage jewelry and Harold Balazs artwork; the Parties' agreed upon furniture, furnishings, artwork, entertainment equipment, all jewelry, and collectibles remaining at the Florida and Idaho condominiums (if the parties cannot reach an agreement, then the parties shall attend mediation or non-binding arbitration on at least one (1) occasion to resolve this issue before resorting to court action); any and all gifts made to the Wife (whether gifted to her through a third party or gifted to her by the Husband during the marriage); and her jewelry (whether gifted to her through a third party or gifted to her by the Husband during the marriage), except as otherwise specified.

(iii) **Husband's Personal Belongings.** The Husband shall have as his sole and separate property his personal belongings and personal effects currently in his possession and those remaining at the Florida Condo and Idaho Condo; the Parties' agreed upon furniture, furnishings, artwork, entertainment equipment, and collectibles remaining at the Florida and Idaho condominiums (if the parties cannot reach an agreement, then the Parties shall attend mediation or non-binding arbitration on at least one (1) occasion to resolve this issue before resorting to court action); any and all gifts made to the Husband (whether gifted to him through a third party or gifted to him by the Wife during the marriage); and his jewelry (whether gifted to him through a third party or gifted to him by the Wife during the marriage), except as otherwise specified herein.

F. **Proper Documentation.** The Parties shall sign such documents as are necessary and proper to transfer their interest in the above identified property to the other.

10. **EQUITABLE DISTRIBUTION OF LIABILITIES.**

A. **Existing Credit Card Debt and Liabilities.** Each party will be responsible for his or her own credit card debts and liabilities from the date hereof, except as otherwise provided herein. The party assigned to the debt below is solely responsible for the payment of the balance due and shall indemnify, defend, and hold the other party harmless from the debt. Each party agrees to return all cards of the other party, and that he or she shall not incur any further debts in the name of the other party. The Parties shall remove themselves as registered users from any joint credit cards not assigned to them in this Agreement within fifteen (15) days of the signing of this Agreement; if a card issuer refuses to remove a party from any joint accounts, then said joint credit card account shall be closed and the party wishing to maintain an account with the issuer would need to open a new individual account.

(i) **Wife's Credit Cards**. As set forth above and herein this Agreement, the Wife shall be solely responsible for the payment of the balances due, and the Husband shall be removed as a registered user for any and all credit cards solely registered in her name and for the following credit cards:

(ii) **Husband's Credit Cards**. As set forth above and herein this Agreement, the Husband shall be solely responsible for the payment of the balances due, and the Wife shall be removed as a registered user for any and all credit cards solely registered in his name and for the following credit cards:

(1) NFCU credit card, account ending #7942;

(2) Goldman Sachs Apple Card.

B. **Future Credit Card Debt**. Each party will be responsible for his or her own credit card debts from the date hereof. The Parties may keep individual credit cards in their sole name for which they have sole responsibility for payment. Any and all outstanding balances on those individual credit cards are the sole responsibility of each individual party.

C. **Other Debts**. Both the Husband and the Wife agree and stipulate that each party shall be responsible for any and all debts presently existing in his or her own name not otherwise set forth herein and, further, that neither will under any circumstances purchase or contract for the purchase of any goods, wares, merchandise, or any property of any kind on the credit of, or in the name of, the other party or make or enter into any contract on the credit of or in the other party's name from the date of this Agreement forward, and each agrees to hold the other party free from any damage, obligation, or expense involved in or in connection with any purchase or contract of any nature or description which may be hereafter entered into by the other party or any transaction of any kind, nature, or description in which they may participate. Both the Husband

and the Wife agree and stipulate that each shall be responsible and pay for his or her own debts and each shall hold the other harmless from same.

11. **INCOME TAX RETURNS.** The Parties agree as follows:

A. **Tax Returns.** The Parties shall file a joint income tax return for 2023, then separately for each and every year thereafter.

B. **Audit/Deficiency.** In the event of an audit by the IRS pertaining to any joint tax return or in the event of a deficiency assessment made in connection with any of the Parties' jointly filed returns, the Husband shall be solely responsible for all taxes that may become due, including capital gains taxes, with interest and penalties, and any expense, including attorneys' fees, occasioned by the audit or deficiency.

C. **Refund.** The Parties agree that Husband shall receive any refund associated with the 2023 tax return.

D. **Notice.** The Parties shall be responsible for notifying each other in writing immediately upon receipt of any notice received by them from the IRS concerning any jointly filed return.

12. **TAX ADVICE.** Both Parties hereto have been advised that there may be certain tax consequences as a result of their entering into this Agreement and that they should consult with a tax attorney or certified public accountant to educate themselves of the tax consequences as well as the consequences of inflation prior to the execution of this Agreement. Both Parties agree that with respect to any property received by the other in connection with the equitable distribution herein, regardless of which party received said property, the Husband shall be responsible for any capital gain taxes or liabilities incurred as a result of a subsequent sale or liquidation of that property.



13. **EQUALIZATION PAYMENT.** In order to effectuate an equitable distribution of the Parties' marital estate, the Husband owes an equalization payment to the Wife in the total amount of \$750,000.00, as previously set forth in section 9(b) above ("hereinafter referred to as Equalization Payment"), due and payable under the schedule detailed herein utilizing the NFCU Money Market account #6582, the Edward Jones IRA, account #7663, and the QDRO transfer utilizing the Husband's Empower 401k account.

14. **ATTORNEYS' FEES.** Other than as set forth herein, the Parties shall be responsible for the payment of his or her own attorneys' fees and costs related to this initial proceeding through the entry of a Final Judgment of Dissolution of Marriage. In any enforcement or contempt proceeding related to this Agreement or any other action related to this proceeding, the prevailing party shall be entitled to recover their reasonable attorneys' fees, costs, and related damages. The Husband shall pay the mediator's fees for the mediation that occurred on August 15, 2023.

15. **REPRESENTATIONS OF THE PARTIES.** The Wife hereby represents and states to the Husband that she has sought and obtained independent legal counsel and advice in the preparation and effect of this Agreement, that she has been fully informed by Rebecca L. Palmer, Esquire, and the Rebecca L. Palmer Law Group as to her legal rights and obligations under this Agreement, and that she understands both her legal rights and the effects of this Agreement. The Husband hereby represents and states to the Wife that he has sought and obtained independent legal counsel and advice in the preparation and effect of this Agreement, that he has been fully informed by Alison Leffew, Esquire and the firm Alison Leffew Attorney at Law PLLC as to his legal rights and obligations under this Agreement, and that he understands both his legal rights and the effects of this Agreement.

16. **FURTHER REPRESENTATION.** Each of the Parties understands, agrees, and stipulates that each has incorporated into this Agreement his or her full, complete, and entire understanding and agreement; that this Agreement constitutes the entire contract of the Parties and supersedes any and all prior understandings between them on the subjects covered. Further, the Parties agree that no statement, conversation, agreements, understandings, warranties, representations, or other matter of whatsoever character which has heretofore occurred or transpired between them, except as herein expressly set forth, shall have any force or effect.

17. **FINANCIAL DISCLOSURE.** Each of the Parties represents and states, each to the other, that each has made a full disclosure to the other of his or her financial condition and that each have exchanged financial affidavits and have chosen to waive full mandatory disclosure.

18. **VOLUNTARY AGREEMENT.** Each of the Parties hereby warrants and represents to the other, that each is signing this Agreement freely and voluntarily without undue influence or duress, intending to be bound by its provisions.

19. **BINDING AGREEMENT.** Each of the Parties hereby acknowledges that upon the execution of this Agreement, such party is bound by the terms contained herein and that this Agreement may be subsequently incorporated into an order or final judgment by a court of competent jurisdiction. Each of the Parties further acknowledges that said party may be found in contempt by a court of competent jurisdiction upon such party's failure to timely and fully comply with the terms and provisions contained in this Agreement. The Parties understand failure to comply with the obligations detailed in this Agreement can have significant and substantial pecuniary and personal liberty repercussions and have freely contracted and consented to those provisions.

20. **MEDIATION.** The parties recognize this agreement was reached in mediation with Karen Middlekauff, Esq. serving as the mediator. The parties are satisfied with the services of the mediator and acknowledge that the mediator did not provide either party legal advice of any kind. The parties agree that this agreement was not reached as the product of, or under, any duress or coercion, by the mediator, an attorney, the other party, or any other individual. The parties hereto agree that this document is, in fact, the result of joint negotiations between the parties hereto, and that this Agreement shall not be construed more strongly against either party as the sole author of this document. The parties understand that the mediator represents neither party and this document is solely the work product of the parties and not that of the mediator or her staff and neither party has relied on the mediator for any terms or provisions of this Agreement. While the parties understand that this Agreement has been typed at least in part by the mediator including the attachments, each understands that it has been reviewed, with corrections made, by the parties and their attorneys.

21. **HEADINGS.** It is agreed that the headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

22. **COPIES AND COUNTERPARTS TO BE CONSIDERED AS ORIGINALS.** This Agreement may be executed in counterparts and transmitted by facsimile transmission, and each of such counterparts, whether an original or a facsimile of an original, will be deemed to be an original and all of such counterparts together will constitute a single agreement.

23. **NECESSARY DOCUMENTS.** Each of the Parties hereto shall in good faith execute and deliver to the other party any documents which may be reasonably required to carry out and accomplish the intention of this Agreement within fifteen (15) calendar days of demand

for same, and each of the Parties shall in good faith do all other necessary things to accomplish that end recognizing time is of the essence in effectuating the Agreement provisions.

24. **ELECTRONIC SIGNATURES OF PARTIES.** By affixing my electronic signature below, I certify that the information contained in this document is true and accurate, that I have been open and honest in entering into this Agreement, that I am satisfied with this Agreement and intend to be bound by it and that I entered into this Agreement freely and voluntarily without any coercion, duress, or undue influence from the other party or my agent.

25. **CHOICE OF LAW.** The laws of the State of Florida shall govern the validity, construction, interpretation, and effect of this Agreement.

26. **SEVERABILITY.** In the event any provision of this Agreement shall be found to be invalid or unenforceable, that provision shall be deemed to be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by the relevant Federal and State law or statutes of the State of Florida.

27. **CONSTRUCTION.** This Agreement is executed and delivered and shall be performed in the State of Florida, and shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida, and the Parties hereto agree that if any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless be continued in full force and effect.

*[Signatures on the following page.]*

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Aug 15, 2023

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Aug 15, 2023

Created:	2023-08-15
By:	Karen Middlekauff (kmiddlekauff@losey.law)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3WPb-jfCLrEQBNTPOGSJJrRHs2EOPK_a

## "MSA" History

-  Document created by Karen Middlekauff (kmiddlekauff@losey.law)  
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-  Document emailed to John Dorris (john@rlplawgroup.com) for approval  
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2023-08-15 - 7:20:13 PM GMT- IP address: 72.188.156.85
-  Document approved by John Dorris (john@rlplawgroup.com)  
Approval Date: 2023-08-15 - 7:20:37 PM GMT - Time Source: server- IP address: 72.188.156.85
-  Document emailed to micburke29@icloud.com for signature  
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-  Signer micburke29@icloud.com entered name at signing as Mic draper  
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-  Document approved by Alison Leffew (leffewatty@bellsouth.net)  
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