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IN THE CIRCUIT COURT OF THE 6TH  
JUDICIAL CIRCUIT IN AND FOR  
PINELLAS COUNTY, FLORIDA

**CASE NO. 22-007113-FD**

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IN RE: The Marriage of:

**JAMIE LISI,**

Petitioner/Wife,  
and

**JOHN LISI,**

Respondent/Husband,

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**JAMIE LISI,**

Plaintiff,  
vs.

**RSM US LLP  
(f/k/a McGladrey LLP),**

Defendant.

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**MARITAL SETTLEMENT AGREEMENT**

**THIS MARITAL SETTLEMENT AGREEMENT**, made and entered into by and between **JOHN LISI** (hereinafter referred to as “Husband”), and **JAMIE LISI** (hereinafter referred to as “Wife”); and

**WITNESSETH:**

**WHEREAS**, the Husband and Wife were married to each other on December 27, 1991, in Lake Mary, Florida;

**WHEREAS**, the Husband and Wife desire to live separate and apart from each other, and have agreed to live separately and apart during the rest of their lives; and

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**WHEREAS**, certain irreconcilable differences have arisen between the Husband and Wife making it impossible and impractical for them to exist as husband and wife rendering the marriage irretrievably broken,

**WHEREAS**, the Husband and Wife have no minor children, and the Wife is not currently pregnant;

**WHEREAS**, the Husband and Wife desire to settle and adjust forever all rights of support and maintenance, property and other rights, claims or demands arising out of their marital relationship, and for the distribution of the marital and non-marital properties;

**WHEREAS**, in view of the fact that the Husband and Wife mutually agree that neither intends to contest or otherwise oppose the other spouse's desire to secure the dissolution of the bonds of this marriage and the parties hereto desire to settle in all respects their rights, claims and demands arising out of their marital relationship;

**WHEREAS**, **RSM US LLP (f/k/a McGladrey LLP)**, has been made a party to this dissolution of marriage action and all parties are entering into this Agreement. In light of the settlement terms specified herein, the Wife shall dismiss this third party as a party to this action, with prejudice. The dismissal, as well as the entirety of this Marital Settlement Agreement is contingent upon the Court accepting all of the terms set forth in this Agreement. In that event, the Final Judgment shall provide language acknowledging that McGladrey LLP is dropped as a party and that the Wife dismisses them with prejudice.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement, and in consideration of the obligations accepted by the parties, as well as other good and valuable consideration provided for in this Agreement, the Husband and Wife agree to the following terms:

1. **ACKNOWLEDGMENT OF FAIRNESS OF AGREEMENT**: The parties have read this Agreement and understand its terms and consequences, and they believe and acknowledge this Agreement to be fair, just and reasonable. Each of the parties is acting without coercion or duress, and freely and voluntarily assents to its terms and accepts its conditions, obligations, and mutual agreements.

2. **REPRESENTATION BY COUNSEL**: During the negotiation, preparation, and

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execution of this Agreement, the Wife has been represented by Brittani S. Gross, Esq. and Dorian Winthrop, Esq.; the Husband has been represented by Michael D. Fluke, Esq. RSM US LLP has been represented by Joseph D. Hunt, Esq.; however, since the Husband and Wife acknowledge that this third party will be dropped as a party, the LLP's attorney has not been a part of the negotiation, preparation, and/or execution of this Agreement.

3. **PENDING ACTION FOR DISSOLUTION**: The Wife filed a Petition for Dissolution of Marriage and Other Relief and Complaint for Equitable Lien in the Circuit Court of the Sixth Judicial Circuit, in and for Pinellas County, and the Husband filed a Counter Petition in the same action: 22-007113-FD. This Agreement is intended to be a full and complete settlement of all matters arising or which could have been brought in that action, including but not limited to equitable distribution of assets and liabilities, alimony, and attorneys' fees and costs. This Agreement is intended to be introduced into evidence in that dissolution of marriage action, and to be incorporated in the Final Judgment of Dissolution of Marriage.

4. **EFFECTIVE DATE**: The effective date of this Agreement is when both parties have signed said Agreement.

5. **SEPARATION AND NON-INTERFERENCE**: Except as otherwise provided for herein, at all times after the execution of this Agreement as well as during the pendency of dissolution proceedings, the Husband and the Wife shall be entitled to live separate and apart from each other, and each shall be free from any interference, authority, and control, whether direct or indirect, by the other party to the same extent as if they were unmarried. Each party recognizes the right of the other to select his or her place of abode and the right to live with another person if he or she should so choose, unless stated otherwise in this Agreement. Each party has the right to conduct any trade, business, or employment.

6. **KNOWLEDGE OF THE PARTIES**: The parties acknowledge that they have read the Agreement. The parties further acknowledge that this Agreement was executed and agreed to with the full understanding of its purpose and meaning; and the execution of this Agreement is the free and voluntary acts of each of the parties hereto. This Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, each party believing the terms to be fair, just and reasonable.

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7. **TAX ADVICE:**

7.1. Each party hereby acknowledges and agree that he/she have had the opportunity to obtain his/her own accountant, certified public accountant, tax advisor or tax attorney with reference to the tax implications of this Marital Settlement Agreement. Further, neither party has been given any tax advice whatsoever by their respective attorneys. Further, both parties hereby acknowledge that they have been advised, by their respective attorneys or have had ample opportunity to seek advice of counsel, to seek their own independent tax advice or retain an accountant, certified public account, tax attorney or tax advisor with reference to the tax implications involved in this Marital Settlement Agreement.

7.2. The parties agree to report all payments and transactions required by this Agreement on his/her income tax return(s) in accordance with the tax intent expressed in this Agreement; to provide each other with such information reasonably required by the other party in the preparation of their Federal Income Tax returns; and to execute and deliver to the other party such documents as may be required to implement the tax intent expressed in this Agreement.

7.3. Each party shall indemnify the other and hold the other harmless from any deficiency or assessment or tax lien arising out of any joint return previously or hereafter filed by the parties, as well as any related damages and expenses whatsoever, which result from the failure of either party to have properly reported income or properly taken deductions.

8. **PERSONAL PROPERTY:** The parties shall each be entitled to their respective clothing, jewelry, family heirlooms, and personal items in his/her possession, custody, and/or control.

9. **AUTOMOBILES:**

9.1. **VEHICLE TO BE RETAINED BY WIFE:**

i. The Wife shall be entitled to sole possession and ownership of the 2018 Grey Chevrolet Volt, which his currently listed/titled in the Husband's name. The Wife shall take over making payments for the car commencing June 1, 2023.

ii. The Wife shall have six (6) months from the execution of this Agreement to make all efforts necessary to refinance/take over the loan related to this vehicle, which is presently in the Husband's name, if any, and both parties shall execute any and all

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documentation as required by the lender to effectuate this provision. The Husband shall take all steps necessary to sign over title of the vehicle to the Wife once the loan related to this vehicle has been paid off.

iii. In the event that the Wife is unable to take over the loan related to this vehicle, then the Wife shall sell same, and she shall be entitled to 100% of the net proceeds.

iv. Except as otherwise provided for herein, since the Wife will have the benefit of using this vehicle, the Wife shall be solely responsible any liabilities associated with this vehicle, and she shall fully indemnify the Husband from any liability regarding same, including reasonable attorneys' fees and costs.

9.2. **VEHICLE TO BE RETAINED BY HUSBAND:** The Husband shall be entitled to sole possession and ownership of the 2019 Lexus. Except as otherwise provided for herein, since the Husband will have the benefit of using this vehicle, the Husband shall be solely responsible any liabilities associated with this vehicle, and he shall fully indemnify the Wife from any liability regarding same, including reasonable attorneys' fees and costs.

9.3. **VEHICLE INSURANCE & INDEMNIFICATION:** Except as otherwise provided for herein, each party shall be solely responsible for insuring the particular vehicles that he/she is retaining and shall indemnify and hold harmless the other party for any liability arising from same.

10. **DISTRIBUTION/ALLOCATION OF CERTAIN ASSETS TO WIFE:** Except as otherwise provided for herein, the Wife shall retain any and all assets that are currently titled/listed in her individual name. This includes but is not limited to the following:

- 10.1. Wells Fargo Platinum Savings (#1440).
- 10.2. Truist (#4321).

11. **DISTRIBUTION/ALLOCATION OF CERTAIN ASSETS TO HUSBAND:** Except as otherwise provided for herein, the Husband shall retain any and all assets that are currently titled/listed in his individual name. This includes but is not limited to the following:

- 11.1. Truist Checking (#3872), which the parties have already closed.
- 11.2. Truist Checking (#7638), which the parties have already closed.
- 11.3. Midflorida Regular Savings (#4910).
- 11.4. Midflorida Checking (#3631).

- 11.5. Midflorida Regular Savings (#3644).
- 11.6. Fidelity HSA (#4416).
- 11.7. TD Ameritrade (#5372).
- 11.8. RSM Personal Draw Account in the Husband's name.
- 11.9. Cash Balance Plan, as well as any taxes on same, in the Husband's name.
- 11.10. Capital Balance Plan in the Husband's name, as well as any return on same.

12. **HUSBAND'S INTEREST IN RSM, INCOME, AND RELATED ASSETS:**

12.1. The Husband is one of approximately 1,000 Partners and Principals company wide and represents that he owns no more than a 1% interest in RSM, which is a marital asset, and the Wife is entitled to half of same.

12.2. The Husband has a Partner PVA plan with a present day value of \$288,000.00. The Husband shall pay to the Wife her one half marital interest of this account value, which the parties stipulate to being a total of \$144,000.00 to the Wife as follows: On or before September 1, 2024, the Husband shall transfer the amount of Seventy-Two Thousand Dollars (\$72,000.00) to the Wife as and for the first half of the equalizing payment from this Account. On or before September 1, 2025, the Husband shall transfer the amount of Seventy-Two Thousand Dollars (\$72,000.00) to the Wife as and for the second half of the equalizing payment from this Account. Except as otherwise provided for herein, the Husband shall retain the remainder of the Partner PVA Plan.

12.3. Wealth Management Special Distribution Receivable, as well as any capital gains on same. The Husband received an approximate lump sum payment of \$39,763.00. The Husband shall pay to the Wife the sum of \$19,881.50 within five (5) days of execution of the Final Judgment in this matter. Except as otherwise provided for herein, the Husband shall retain the remainder of the Wealth Management Special Distribution Receivable.

12.4. Retirement Plan 401k in the Husband's name. The Wife shall retain Matthew Lundy, Esq. within 45 days of the execution of the Final Judgment to prepare a QDRO awarding the Wife 50% of this Account as her marital share, commencing since the inception until September 1, 2022, which will take into account any passive gains or losses from September 1, 2022 to the the time of distribution less one-half (1/2) any existing outstanding loans in existence

as of September 1, 2022, plus an additional Fifty Thousand Dollars (\$50,000.00) from this account as a stipulated additional payment (which shall not be considered income for alimony purposes as set forth herein, but is considered as equitable distribution), which besides her marital interest also takes into consideration the Wife's claims for retroactive alimony and Husband's contribution to her attorneys' fees and costs. The Wife shall be responsible for the costs associated with Matthew Lundy, Esq. and the processing of the QDROs and/or other applicable Orders. The Wife shall be responsible for any administrative costs associated with processing the QDRO, assuming same is even applicable. Furthermore, for some reason, if the QDROs or other similar Orders cannot be completed due to the nature of the Husband's specific plan(s), the Court shall reserve jurisdiction to determine how to distribute the Wife's stipulated portion regarding same. Except for the Wife's stipulated interest in same, the Husband shall retain the remainder of this particular asset, and the Wife releases any and all other claims or interest contained in this particular retirement interest, except for her interest set forth in the section. The Husband represents that he has not removed and/or borrowed any funds from this account in the last ninety (90) days, nor shall he be able to remove or borrow any funds without court order until the Wife's stipulated interest has been appropriately distributed.

12.5. Except as otherwise provided for herein, the Husband shall retain as his sole property his interest in RSM, and all financial accounts associated with same. The Husband shall be solely responsible for all expenses and taxes owed associated with his interest in RSM.

13. **PROPERTY OF CHILDREN**: The following are the property of the parties' adult children and are not included in the division of the marital assets of the parties:

13.1. Wells Fargo Ckg (#2927).

13.2. Wells Fargo Svgs (#9605).

13.3. 2005 Hyundai Sonata.

13.4. 2018 Black Chevrolet Volt.

14. **INDEMNIFICATION CLAUSE**: Both parties shall transfer, all right, title and interest he or she may have in the other party's asset. The party owning the asset shall indemnify and hold harmless the other party from any liability with respect to the said asset from the date of this Agreement forward, including reasonable attorneys' fees and costs.

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15. **DISTRIBUTION OF LIABILITIES/DEBTS TO WIFE:** Except as otherwise provided for herein, the Wife shall be responsible for any and all debts/liabilities that are currently listed/titled in her own name individually. This includes but is not limited to:

- 15.1. Credit Care (#7284).
- 15.2. Bank of America (#3105).
- 15.3. Barclay's Rewards (#5776).
- 15.4. Best Buy (#2716).
- 15.5. Home Depot (#8629).
- 15.6. Nordstrom (#1507).
- 15.7. American Express (#1005).
- 15.8. Talbots (#9730).
- 15.9. Chase Prime (#3384).
- 15.10. Synchrony Bank (Amazon) (#0852).
- 15.11. Comenity/Caesars Rewards (#3641).
- 15.12. SunTrust Credit Card (#3981).
- 15.13. Paypal Credit (#9601).
- 15.14. Loan from Cynthia Keen to the Wife.

16. **DISTRIBUTION OF LIABILITIES/DEBTS TO HUSBAND:** Except as otherwise provided for herein, the Husband shall be responsible for any and all debts/liabilities that are currently listed/titled in his own name individually. This includes but is not limited to the following:

- 16.1. Bank of America (#2249).
- 16.2. Wells Fargo (#2124).
- 16.3. Capital One (#5031).
- 16.4. Discover (#8226).
- 16.5. Chase Marriot Bonvoy (#6385).
- 16.6. Amex Delta SkyMiles (#5007).
- 16.7. Truist Cash Rewards (#4854).



17. **ADDITIONAL MATTERS REGARDING LIABILITIES/DEBTS:**

17.1. Each party shall be responsible for closing or transferring each credit card or other debt/liability out of the other party's name, if applicable, within the next thirty (30) days.

17.2. Except as otherwise provided for herein, in the event that a debt/liability exists in both parties' names that was not accounted for in this Agreement, then the party who incurred said debt/liability shall be solely responsible for same and shall hold harmless and indemnify the other party for those debts/liabilities.

17.3. The parties hereto agree that from this day forward, neither shall create any indebtedness in the other parties' name. Specifically, each party agrees that from this day forward he/she shall not create any indebtedness in the other party's name and will hold harmless and indemnify the other party from any loss he/she may sustain by reason of his/her breach of this Agreement. The parties do hereby release and discharge the other from any duty or liability incurred as a result of debts, charge accounts or other obligations which now exist or which may hereinafter exist, except as herein provided.

18. **DURATIONAL ALIMONY AND LUMP SUM ALIMONY:**

18.1. The Husband stipulates that he earns an estimated average of at least \$500,000.00 gross per year for alimony purposes.

18.2. The Wife is unemployed; however, she agrees to be imputed to \$40,000.00 gross per year for alimony purposes.

18.3. The Husband shall pay the Wife durational alimony in the amount of Eight Thousand Eight Hundred Dollars (\$8,800.00), commencing on June 1, 2023, and this amount shall be paid in full each month, regardless of the Husband's pay cycle. Until the support payments are deducted from the Husband's paycheck, the Husband is responsible for making timely payments directly to the Wife by the first day of the month each month. Once the support payments are deducted from the Husband's paycheck, each installment shall be due contemporaneously with the Husband's pay cycle (i.e., biweekly installments), until the Husband receives the full distribution of the Separated Member's Capital Investment (hereinafter referred to as the "Member's Capital Investment Distribution") as per the Income Allocation Plans and Policies of RSM US LLP.

18.4. Commencing on the first pay cycle after the Husband receives the full

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distribution of the Member's Capital Investment Distribution, the Husband shall pay the Wife durational alimony in the amount of Eight Thousand Dollars (\$8,000.00), with each installment being due contemporaneously with the Husband's pay cycle (i.e., biweekly installments), and this amount shall be paid in full.

18.5. The duration of the alimony shall be for a period of twenty-three (23) years (276 months), concluding and terminating automatically and without need for further Order of the Court upon the Husband's successful completion of the required payments during the set duration, the Husband's death, the Wife's death and/or the Wife's remarriage.

18.6. The Husband shall remit the alimony payments via Income Withholding Order. The Husband's Counsel shall be responsible for preparing the Income Withholding Order within ten (10) days of the execution of this Agreement. Again, until the support payments are deducted from the Husband's paycheck, the Husband's is responsible for making timely payments directly to the Wife.

18.7. In consideration of the Wife's waiver of permanent periodic alimony based on the parties' long-term marriage and the present law in effect that would normally entitle her to same, and in consideration of the Wife's need and the Husband's ability to pay, the Husband shall also pay to the Wife the additional sum of \$130,500.00 as and for lump sum alimony, which shall be non-taxable to the Wife and non-deductible to the Husband accordingly, within seven (7) days of the Husband's receipt of the distribution of the Separated Member's Capital Investment as per the income Allocation Plans and Policies of RSM US LLP. This payment constitutes additional alimony, lump sum alimony and does not constitute the payment of an asset and such, the failure to pay shall be enforceable by contempt. This entire Marital Settlement Agreement is contingent upon the Court accepting this provision as being classified and enforceable as lump sum alimony. In the event this provision is not accepted by the Court, this entire Agreement shall be deemed null and void.

18.8. Except as provided hereinabove, each party specifically waives any and all other rights and/or claims he or she may have for any further alimony or other form of spousal support/maintenance/alimony, whether lump sum, rehabilitative, permanent, periodic, other form of durational, bridge-the-gap, and/or any other form of alimony. Except as otherwise provided for

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
herein, both parties acknowledge that this waiver is final and irrevocable and that there are no changes in circumstances which would permit either of them to obtain any other or further alimony or any other form of support or maintenance from the other at any time in the future, no matter how the financial circumstances of either party changes. Nevertheless, alimony remains modifiable as per Florida law.

18.9. The Husband shall maintain his existing RSM Group Life Insurance policy, and he shall immediately designate the Wife as the primary beneficiary thereof solely and in an amount to secure his alimony obligations to the Wife or One Million Dollars (\$1,000,000.00), whichever is less, including any future alimony that would come due and payable in the event the Husband predeceases the Wife. The Husband shall timely pay the policy premiums. The Husband shall provide the Wife with proof of such insurance and beneficiary designation within ten (10) days upon a request regarding same. The Husband shall notify the Wife of all events occurring relevant to the provisions of this paragraph. The Husband may designate any secondary beneficiaries to this policy as he wishes. This insurance coverage is intended only to secure alimony due and owing to the Wife under this Agreement and is not intended to provide the Wife any “windfall” recovery in the event of the Husband’s untimely demise. The Husband’s obligation to maintain this life insurance shall terminate upon the Husband reaching the age of 63, except in the event the Husband predeceases the Wife, as provided above. As such, the Husband’s alimony obligation shall be deemed to survive his death and shall be payable to the Wife from the death proceeds of the life insurance policy. In the event that the Wife wishes to obtain her own policy on the Husband’s life and/or a supplemental policy on the Husband’s life, she shall be permitted to do so, yet this does not affect the Husband’s independent obligation to maintain his own life insurance policy as referenced hereinabove. In the event that the Wife wishes to obtain her own policy on the Husband’s life, the Husband shall be responsible for any and all testing, as well as promptly signing, executing, and delivering any and all documents, instruments, and papers that may be requested, required, or necessary to fulfill the terms of this provision.

19. **INCOME TAXES / 2021 AND 2022 TAXES:**

19.1. For 2022, the parties shall file a joint tax return. To be clear, the Husband shall be solely and timely (before any due date as per any payment program(s) and as per any

  
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extensions granted by the IRS) responsible for any and all payments due to the IRS for the 2021 and 2022 tax years, and he shall indemnify and hold harmless the Wife accordingly.

19.2. For 2023 and each year thereafter, the parties shall each file separate tax returns. Each party shall timely receive his or her tax refund in connection with his or her tax return filed. Each party shall timely pay his or her own respective tax liability in connection with the tax return filed. Each party shall indemnify and hold harmless the other party for such taxes, liabilities, deficiencies, assessments, penalties, or interest due thereon or the omission of taxable income or claim of erroneous deductions of the applicable party, including reasonable attorney's fees and costs.

20. **ATTORNEYS' FEES AND COSTS:** As the Wife is receiving the additional \$50,000.00 from the Husband's RSM Retirement Plan 401K as and for resolution of her claims for retroactive alimony and attorneys' fees and costs as provided hereinabove, each party shall otherwise be responsible for his or her own attorney's fees and costs incurred herein.

21. **DOCUMENTS:** Each party agrees that he or she shall promptly sign, execute, and deliver any and all documents, instruments, and papers that may be requested, required, or necessary to fulfill the terms of this Agreement or to record it. In the event that either party is unavailable, unable, or unwilling to execute any document which the other requests, requires, or deems necessary to accomplish the provisions and intent of this Agreement, each party by this Agreement appoints his or her attorney of record to serve as an attorney in fact to execute any of the above stated documents.

22. **GENERAL RELEASE AND WAIVER EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT:** Except as otherwise provided for herein, each party waives any and all claims, demands, rights, title or interest that he or she may have or hereafter acquire in any present or future asset of the other. This release includes, but is not limited to, the right to elect to take against any Will or codicil of the other party; the right to share in the other party's estate; the right to act as executor, administrator, or personal representative of the other party's estate; the right to claim dower, courtesy, inheritance, descent, distribution, or any other rights or claims arising out of the marital relationship; the right to share in any pension or retirement benefits of the other; and the right to share in any litigation awards or proceeds the other may receive. This release is binding

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on the executors, administrators, personal representatives, heirs, and assigns of each of the parties. Except as otherwise provided for herein, each party releases the other party regarding any and all other matters that should have or could have been brought in this action.

23. **FULL DISCLOSURE**: Each party has made a full and complete financial disclosure of his or her assets, liabilities, income and expenses to the other party via his/her respective financial affidavits, mandatory disclosure, and/or supplemental discovery. This Marital Settlement Agreement is based upon what the parties have agreed to and what they are willing to accept, not on what they are necessarily entitled to. Further, both parties acknowledge and agree that they are able and have ample time to proceed with additional disclosure and have chosen not to do so. Further, the parties acknowledge and agree that each knowingly and voluntarily waives the right to require the other party to provide any other supplemental documentation and/or other additional documents via mandatory disclosure pursuant to the Florida Rules of Family Procedure 12.285.

24. **FULL AGREEMENT**: Each party agrees that this Agreement constitutes the entire Marital Settlement Agreement of the parties. This Agreement supersedes any prior understandings or agreements between them, except as otherwise provided herein. There exists no representations or warranties other than those set forth herein. The parties acknowledge that this Agreement constitutes the full, complete and final settlement of all alimony rights, liabilities, and all other responsibilities between the parties. This Agreement is a full, complete and final settlement of all claims of any nature whatsoever that either party may have against the other now or in the future, except as expressly provided for herein.

25. **MODIFICATION OR AMENDMENT**: No addendum, modification, or waiver of any of the terms of this Agreement shall be effective, unless in writing, signed by both parties and executed in the same manner as this Agreement.

26. **DEFAULT OR 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 events surrounding that waiver.

27. **ENFORCEMENT/CONTEMPT:**

27.1. To the extent either party must file an action or proceeding or incurs fees and costs to defend a challenge to this Agreement or to obtain enforcement of this Agreement, the prevailing or non-defaulting party therein shall be entitled to an award of 100% of their reasonable and necessary attorney's fees and costs, including appeals, regardless of whether such fees and costs would ordinarily be taxable and the non-prevailing or defaulting party shall pay 100% of their own fees and costs, including appeals. The Court rendering the opinion shall determine which party has prevailed or defaulted and will tax attorney's fees and costs accordingly. This prevailing party clause shall be enforced regardless of need and ability to pay.

27.2. In the event that either party shall fail or refuse to execute any such instrument, paper, or document, then it is the understanding of the parties that an order of any court of competent jurisdiction shall, and will operate as, and instead of said instrument, for the conveyance of the personal property set forth herein. The party requesting a document to be executed shall be charged with the responsibility for preparation and delivery of said document for execution.

28. **GOVERNING LAW:** This Agreement shall be governed by the laws of Florida as they exist on the date of its execution, and the parties stipulate to venue in Pinellas County.

29. **RECONCILIATION:** Even though unlikely, the parties recognize the possibility of a reconciliation. It is their intent that any reconciliation, temporary or permanent, or future separation after any reconciliation in no way abrogates or effects the provisions of this Agreement concerning the settlement and disposition of property and rights between the parties in their respective realty and personality as set forth in this Agreement.

30. **SUBSEQUENT DIVORCE:** This Agreement is not intended, nor shall it be interpreted as, an Agreement in furtherance of a Dissolution of Marriage. However, in the event that a Judgment dissolving the marriage between the parties be entered at any time, in a proceeding for dissolution of marriage brought by either party against the other in the State of Florida or any other jurisdiction, it is agreed that:

30.1. Neither of the parties shall cause or request that any provisions be inserted in the Final Judgment of such court which is inconsistent with any of the provisions of this

Agreement.

30.2. The terms and provisions of this Agreement shall be incorporated in and become a part of any Judgment in such dissolution of marriage proceedings, with the approval of the court. However, notwithstanding the incorporation into the Judgment, the Agreement shall not be merged in it but shall survive the Judgment and be binding on the parties at all times.

31. **INVALID PROVISIONS:** Except as otherwise provided for herein if this Agreement or any other instrument by way of reference incorporated herein shall contain any terms or provisions which are invalid or unenforceable under Florida law, the remainder of this Agreement and other instrument by way of reference incorporated herein, the case may be shall not be affected thereby and each and every term and provision otherwise valid shall remain valid and enforceable to the fullest extent permitted by law. Notwithstanding the above language in this paragraph, as set forth hereinabove, this entire Marital Settlement Agreement is contingent upon the Court accepting the lump sum alimony component.

32. **REPRESENTATION:** The parties represent that:

32.1. Any disposition of real or personal property not specifically mentioned or covered herein have heretofore been amicably divided between the parties and any other rights the parties may have that are not specifically mentioned herein have been otherwise heretofore resolved.

32.2. Each of the parties understands that the Florida Courts has the power under certain conditions to modify the terms of this agreement.

33. **COPY OF SIGNATURES, WITNESSES, AND NOTARY:** The parties agree that a copy of any signatures, initials, witnesses, and/or notary shall be deemed to have the same effect as an original.

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**SIGNATURES**

I, JAMIE LISI, certify that I have read and understand the terms contained within this Marital Settlement Agreement, and have had the opportunity to review it with the legal counsel of my choice. I am satisfied with this Agreement and intend to be bound by it.

Jamie lisi  
Jamie lisi (May 19, 2023 12:37 EDT)  
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**JAMIE LISI**  
Date May 19, 2023

Brittani S. Gross, Esq.  
Brittani S. Gross, Esq. (May 19, 2023 12:34 EDT)  
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**BRITTANI S. GROSS, ESQ.,**  
**WIFE'S ATTORNEY**  
Date May 19, 2023

I, JOHN LISI, certify that I have read and understand the terms contained within this Marital Settlement Agreement, and have had the opportunity to review it with the legal counsel of my choice. I am satisfied with this Agreement and intend to be bound by it.












John Lisi  
John Lisi (May 19, 2023 12:55 EDT)  
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**JOHN LISI**  
Date May 19, 2023


Michael D. Fluke  
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**MICHAEL D. FLUKE, ESQ.,**  
**HUSBAND'S ATTORNEY**  
Date May 19, 2023




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By:	Dorian Winthrop (winthroplaw@cs.com)
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## "msa.004.dw" History


-  Document created by Dorian Winthrop (winthroplaw@cs.com)  
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