

IN THE CIRCUIT COURT OF THE 19th JUDICIAL CIRCUIT  
IN AND FOR MARTIN COUNTY, FLORIDA

CASE NO.: 432021DR609AXMX  
FAMILY DIVISION

IN RE: THE MARRIAGE OF  
**MARC HARRIS EDELMAN,**

Petitioner/Husband,  
and

**JUDITH HARMAN EDELMAN,**

Respondent/Wife.

\_\_\_\_\_ /

**MARITAL SETTLEMENT AGREEMENT**

*March* This Marital Settlement Agreement is made *9th* day of ~~February~~, 2023, by and between MARC HARRIS EDELMAN referred to as "Husband" herein, and JUDITH HARMAN EDELMAN, referred to as "Wife" herein, who agree as follows:

WITNESSETH:

WHEREAS, the parties hereto were married to each other on November 8, 1987.

WHEREAS, there are no minor children of the marriage at this time and none are expected.

WHEREAS, the Husband filed a Petition for Dissolution of Marriage in the above case, and this Agreement is intended to be incorporated in a Final Judgment entered therein.

WHEREAS, the parties acknowledge that irreconcilable differences exist, that the marriage is irretrievably broken, and that the parties intend to live separate and apart from each other. Each shall be free from interference, authority and control, direct or indirect, by the other. Each may reside at such place or places as he or she may elect. Each may for his or her use and benefit, conduct, carry on, or engage in any business, profession or employment which to him or her may seem advisable.

WHEREAS, the parties wish to settle between themselves, now and forever, their respective rights, duties, and obligations regarding property, liabilities, and support.

WHEREAS, each party has read this Agreement and understands its terms and consequences, and each party believes that this Agreement is fair, just, and reasonable.

WHEREAS, each party has assented to this Agreement freely and voluntarily, without coercion or duress in open court on February 17, 2023.

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the parties have agreed and do hereby agree as follows:

## **ARTICLE I** **EQUITABLE DISTRIBUTION**

1.1 The parties entered into a Mediated Partial Martial Settlement Agreement on July 20, 2022. Same is attached hereto as Exhibit "A" and incorporated herein.

1.2 The parties have agreed to the Equitable Distribution Schedule attached hereto as "Exhibit "B". Same is incorporated herein.

1.3 General Provisions

A. Each party has had the opportunity to seek an appraisal or other independent evaluation of all assets and liabilities if he or she so chose.

B. The parties shall take immediate action to transfer any jointly-held asset or portion thereof into his or her own name alone and any individually held asset or portion thereof into the name of the other party, consistent with the scheme of equitable distribution set forth herein.

C. It is the intent of the parties that the exchange/transfer of their property interests be considered equitable distribution, tax free and without tax consequence.

D. The parties acknowledge that the entry of this Agreement is important to both parties. Each party has carefully considered all assets and liabilities of every kind and nature whatsoever involved in this case and he or she has had all questions that they had answered to their satisfaction.

E. Each party acknowledges that he or she could have received more or less if they had chosen to litigate the issues.

F. Each party hereto warrants and agrees that he or she has made a full and complete disclosure to the other party of all marital and non-marital property, income, assets and liabilities. The parties warrant that such information was true and accurate to the best of their knowledge. The parties have completed and exchanged Financial Affidavits, Mandatory Disclosure and other discovery.

F. There are no other obligations or liabilities of the parties known to exist. Any obligation or liability that is not listed herein shall be the responsibility of the party that incurred the same, and the party that incurred the same shall indemnify the other party and the property of the other party harmless from liability therefor.

G. Neither party shall hereafter incur any obligation or liability for which the other party will be liable.

1.4 Qualified Domestic Relations Orders or Similar Transfer Instruments for Distribution of Retirement Assets:

A. Neither party shall take any action which diminishes the funds held in any retirement account until the other party receives their portion in accordance with Exhibit "B".

B. The parties stipulate that they have not taken any loans or withdrawals that would diminish the portion that the other is entitled to.

C. From the date of marriage through and including the date of filing the Petition for Dissolution of Marriage (September 21, 2021), each party shall be entitled to receive his or her interest together with any increase in value, interest, dividends and appreciation on his or her interest and he or she shall also bear the risk of any and all decreases in value and losses on his or her interest due to market conditions.

D. Both parties must agree in writing prior to the submission of any QDRO (or similar transfer document) to the Plan Administrator for approval. Further, every QDRO (or similar transfer document) must be approved by both parties and the Plan Administrator, in writing, prior to submission to the Court. Neither party shall unreasonably withhold his or her consent to submit a proposed QDRO (or similar transfer document) to the Plan

Administrator or a QDRO (or similar transfer document), which has been approved by the Plan Administrator, to the Court.

E. For the retirement assets detailed in "Exhibit B", the parties agree to utilize Matthew Lundy, Esq. to prepare the QDROs (or similar transfer documents), submit them to the Court and facilitate implementation. The assets to be apportioned include the Husband's Nextera (Fidelity) 401(k), the Husband's IRA Rollover (Fidelity), and the Wife's TIAA CREF 403(b). Matthew Lundy can be reached at 855-7376529 or [Info@MLundyLaw.com](mailto:Info@MLundyLaw.com).

F. The parties shall be equally responsible (50/50) for the timely payment of Matthew Lundy's services.

G. The parties shall contact Matthew Lundy with fifteen (15) days from the date of the Final Judgment of Dissolution of Marriage to have the QDROs (or similar transfer documents) drafted consistent with the terms of this Agreement and its Exhibits. The parties shall promptly comply with all requests for information and payment from Matthew Lundy. Neither party shall deliberately delay the process of transferring an account.

H. If either party advances payment for the other for Matthew Lundy's services, he or she shall submit the bill and proof of payment to the other party and the party owning money shall reimburse the other within ten (10) days of the submission of the bill to him or her.

1.5 Escrowed Monies from Sale of Former Marital Residence: Pursuant to the Mediated Partial Marital Settlement Agreement, the amount of \$75,000 is currently being held in trust at the Law Office of Cindy A. Crawford. The funds may be released to the Wife.

1.6 Tangible Personal Property:

A. Each party shall retain their respective personal property free from any claim of right, title or interest by the other.

1. The Husband shall provide the Wife with the Bulova watch within ten (10) days.

1.7 Cash to Equalize/Payment Upon Execution of Agreement:

A. Non-Retirement Assets: Exhibit "B" notes a balancing payment due from the Wife to the Husband for non-retirement assets in the of \$14,367.38. The parties acknowledge payment of this amount contemporaneous with receipt of payment of the "Lump Sum Settlement Payment" as more particularly detailed in Article III below. No exchange of money shall actually take place.

B. Retirement Assets: Exhibit "B" shows a balancing payment due from the Husband to the Wife for retirement assets of \$85,154.77<sup>1</sup>. This amount shall be distributed as described in this Article.

1.8 Other Information or Instruments. Each party agrees to provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Agreement.

1.9 Non-Dischargeable in Bankruptcy. All terms of this Agreement pertaining to the division of marital property, including but not limited to any hold harmless or indemnification provisions, are specifically intended by the parties to be non-dischargeable in the event of bankruptcy.

---

<sup>1</sup> Additionally, pursuant to Article II and as more particularly described therein, the Husband shall pay an additional \$15,000.00 as and for a portion of the "Lump Sum Settlement Payment".

**ARTICLE II**  
**LUMP SUM SETTLEMENT PAYMENT**

2.1 Lump Sum Settlement Payment: As and for complete resolution, settlement and disposition of all pending matters, including alimony and attorney's fees, the Husband shall pay the Wife as follows:

A. Non-Retirement Funds: The total amount of \$172,367.38 in non-retirement funds. The Wife's non-retirement balancing payment of \$14,367.38 shall be credited to the Husband toward this amount. As such, the cash balancing payment due from the Husband (including the Wife's credit of \$14,367.38) as and for non-retirement equitable distribution shall be \$158,000. The Wife acknowledges receipt of these funds received on February 17, 2023.

B. Retirement Funds: The flat amount of \$15,000 in retirement assets transferred via QDRO from retirement account of Husband's choice to a retirement account in the Wife's name. This amount is separate from the balancing payment of \$85,154.77 as more particularly described in Article I above and Paragraph 2.2 below.

2.2 To be clear, equitable distribution of the *non-retirement* assets has now been effectuated by receipt of \$158,000 from Husband to Wife on February 17, 2023. The only remaining distribution shall be to the *retirement* assets. Specifically, the Husband shall transfer via QDRO (or similar transfer document) \$85,154.77 (together with gains and losses from the date of marriage through the date of filing - September 21, 2021) as described in Schedule B. Additionally, contemporaneous with the

distribution of the retirement assets per Schedule B, the Husband shall transfer via QDRO (or similar transfer document) the flat amount of \$15,000 from a retirement account of the Husband's choice to a retirement account of the Wife in accordance with Paragraph 2.1(B) above. The parties shall cooperate as required to effectuate same.

**ARTICLE III**  
**ALIMONY**

Following full payment from the Husband to the Wife as described herein, the parties forever waive entitlement to any form of alimony or spousal support. This provision shall be non-modifiable.

**ARTICLE IV**  
**COURT COSTS AND ATTORNEY'S FEES**

Upon full payment from the Husband to the Wife as described herein, each party shall be responsible for the payment of their own attorney fees and costs.

**ARTICLE V**  
**GENERAL PROVISIONS**

5.1 Mutual Release. Each party waives, releases and relinquishes any actual or potential right, claim or cause of action against the other party, including but not limited to asserting a claim against the estate of the other party or to act as a personal representative of such estate, except as otherwise provided for in this Agreement or arising hereunder.



5.2 The 2017 Ford Expedition will remain in the Wife's possession. The Husband hereby waives, relinquishes, discharges, and divests himself of any and all claims to, and any and all right, title and interest in said vehicle. The Wife shall be solely responsible and liable for any and all remaining liabilities associated with this vehicle and indemnify and hold the Husband harmless for same. The parties agree the Wife shall have ninety (90) days to pay the remaining balance on her loan for the 2017 Ford Expedition. The Husband will sign the Deed transferring the vehicle into the Wife's sole name upon completion of all payments.

5.3 The parties waive the right to elect to take against any Will or Codicil of the other party now in force. This shall not apply to any Wills or Codicils executed after the date of this Agreement.

5.4 The parties waive the right to share in the other party's estate and to exercise any right of spousal support and/or elective share he or she may now have or hereafter acquire in the other party's estate.

5.5 The parties waive the right to act as administrator or executor of the other party's estate except only as provided by Will or Codicil executed after the date of this Agreement.

5.6 Independent Legal Advice: Each party has had independent legal advice from an attorney of his or her own selection, throughout the negotiation of this Agreement. The Husband was represented by Thomas Colter, Esq. Law Patriot, 2700 S. Kanner Highway, Stuart, FL 34994. The Wife was represented by Cindy A. Crawford, Esq., The Law Office of Cindy A. Crawford, PLLC; 2925 PGA Blvd., Suite 204, Palm Beach Gardens, FL 33410. Each party is satisfied with the advice and service of their respective counsel.

5.7 Resolution of Future Disputes. In the event of any disagreement regarding an issue between the parties, the parties shall first attempt to confer and exercise reasonable efforts to resolve such a dispute. Except in an emergency or contempt, before a party files legal action regarding an issue of any such dispute or regarding modification of any terms and conditions of this Agreement, that party shall make a good faith attempt to submit the dispute or controversy to mediation.

5.8 Reconciliation. In the event of a reconciliation or resumption of marital relations, this Agreement or its provisions shall not be abrogated in any way without further written agreement of the parties.

5.9 No Oral Agreements. The parties agree that this Agreement constitutes the entire agreement of the parties, that this Agreement supersedes any prior understandings or agreements between them, and that there are no representations, warranties, or oral agreements other than those expressly set forth herein.

5.10 No Waiver of Breach. The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

5.11 Severability. This Agreement is severable, and if any term or provision is determined to be unenforceable, this shall not render the remainder of the Agreement unenforceable.

5.12 Other Acts. Each party agrees to timely perform such other acts that are reasonably necessary or that may be reasonably

requested by the other party to effectuate the provisions of this Agreement.

5.13 Survival of Agreement; No Merger. This Agreement may be incorporated by reference in the Final Judgment of Dissolution of Marriage. Notwithstanding incorporation, this Agreement shall not be merged in such judgment but shall survive the judgment and be binding on the parties.

5.14 Remedies for Enforcement. The terms and provisions of this Agreement are enforceable in contract, in addition to any remedies for enforcement that may also be available under the Final Judgment of Dissolution of Marriage.

5.15 No Interlineation. Interlineation of this Agreement is prohibited and shall be of no force or effect even if dated and signed by the parties.

5.16 Recitals and Declarations. Any recitals and declarations contained in this Agreement are an integral part of the Agreement and are incorporated herein.

5.17 Choice of Law. The laws of the State of Florida shall govern the validity, construction, interpretation and effect of this entire Agreement.

5.18 Interpretation. No provision of this Agreement is to be interpreted for or against any party just because that party or that party's legal representative drafted the provision.

5.19 Entire Agreement. This instrument contains the entire agreement of the parties. No representations or promises have been made except those that are set out in this Agreement (and the

attached Exhibits). Neither party has relied on any representations by the other which are not contained within this Agreement.

5.20 Reservation of Jurisdiction. It is mutually agreed that the Court granting a Final Judgment of Dissolution of marriage may, at the request of either party, insert in such judgment a reservation of jurisdiction for the purpose of compelling either party to perform the terms of this Agreement.

5.21 Time is of the Essence: With regard to each and every provision of this Agreement, time is of the essence.

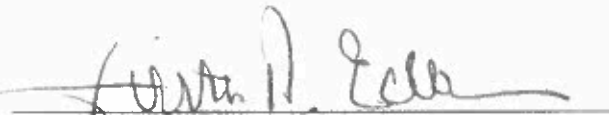
\* END OF TEXT AGREEMENT \*

EXHIBITS ATTACHED TO THIS DOCUMENT AND REFERENCED HEREIN ARE:

A) *Partial Marital Settlement Agreement;*

B) *Equitable Distribution Schedule;*

  
\_\_\_\_\_  
MARC H. EDELMAN

  
\_\_\_\_\_  
JUDITH H. EDELMAN



IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT  
IN AND FOR MARTIN COUNTY, FLORIDA

IN RE: THE MARRIAGE OF

MARC EDELMAN,  
Petitioner/Husband,  
and

CASE #: 2021-DR-609  
JUDGE: WARONICKI

JUDITH EDELMAN,  
Respondent/Wife.

**MEDIATED PARTIAL MARITAL SETTLEMENT AGREEMENT**

THIS MEDIATED PARTIAL SETTLEMENT AGREEMENT was made and entered into this 20<sup>th</sup> day of July, 2022, by and between MARC EDELMAN, (hereinafter referred to as the "Husband" or "Petitioner"), and JUDITH EDELMAN, (hereinafter referred to as the "Wife" or "Respondent").

1. Title to the marital home is jointly held by the parties.
2. The parties agree that the above residence shall be sold.
3. The parties agree that the Listing Agent shall be Ms. Anne Warner. The Listing Agreement shall be executed by August 1, 2022.
4. The property shall be offered for sale upon terms agreeable to the parties. If the parties cannot agree to a listing price, the agent shall be the tie-breaker.
5. Upon consummation of the sale of the residence, the proceeds of the sale shall first be applied toward payment of all costs and expenses incurred in the sale, including, but not limited to brokers' commissions, repairs and replacements required to be effectuated pursuant to any contract for sale, and satisfaction of any mortgages on the property. Second, the parties' shall have \$75,000.00 put in the Trust Account of Ms. Cindy Crawford, Esq. The balance of the proceeds remaining after application of the above items and any other costs of closing, shall be fifty percent (50%) to the Wife and fifty percent (50%) to the Husband. The Husband shall then have subtracted from his share \$25,000.00 and given to the Wife as and for a partial interim distribution for the parties vehicles, listed below.
6. The parties shall equally divide the marital contents of the property located in the marital home. If there is a disagreement as to any of the items, then the parties shall obtain a storage unit and place these items there. The cost of the storage unit shall be paid equally by the parties.

A handwritten signature in black ink, appearing to read "MARC EDELMAN", enclosed in a rectangular box with "DS" in the top left corner.

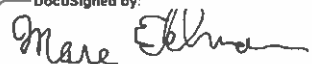
Husband

A handwritten signature in black ink, appearing to read "JUDITH EDELMAN", enclosed in a rectangular box with "DS" in the top right corner.

Wife

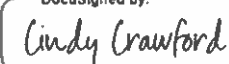
7. Each party shall receive their own personal belongings and any inherited or premarital items.
8. The Husband shall receive the following, with all the keys to each car:
  - a. 2004 Chevrolet Silverado;
  - b. 2002 Ford Mustang GT;
  - c. 2015 Ford Mustang GT;
  - d. 1975 Mercedes 450SL; and
  - e. Car Trailer;
9. The Wife shall receive the 2017 Ford Expedition.
10. The parties are responsible for any debts associated with the vehicles, including insurance. Each party execute any and all document(s) to effectuate the terms of this Agreement within 10 days of request.
11. The Husband shall not sell or encumber or otherwise dispose of the vehicles prior to the Wife receiving the \$25,000.00.
12. The Husband shall receive the vehicles and all keys on July 21, 2022.

DATED this 20<sup>th</sup> day of July, 2022.

DocuSigned by:  
  
DD61CCCF25547E  
\_\_\_\_\_  
MARC EDELMAN, Petitioner


DocuSigned by:  
  
23DA84AAAGBA477  
\_\_\_\_\_  
JUDITH EDELMAN, Respondent

DocuSigned by:  
  
5881DDE79B4843E  
\_\_\_\_\_  
THOMAS L. COLTER, Esq.  
Attorney for Petitioner

DocuSigned by:  
  
17BBE93595AA422  
\_\_\_\_\_  
CINDY CRAWFORD, Esq.  
Attorney for Respondent

DocuSigned by:  
  
FF5DFEC852014FA  
\_\_\_\_\_  
CURTIS L. DISQUE, Esq.  
Mediator #: 27040FR

  
\_\_\_\_\_  
Husband

  
\_\_\_\_\_  
Wife

Equitable Distribution Schedule

**EDELMAN V. EDELMAN**



*9/9/21*

| Account                                 | Date of Filing Value<br>09/09/2021 | Current Value | Title Owner | Distribute to Husband | Distribute to Wife              | Notes   |
|---|------------------------------------|---------------|-------------|-----------------------|---------------------------------|---|
| <b>ASSETS</b>                           |                                    |               |             |                       |                                 |   |
| <b>Bank Accounts</b>                    |                                    |               |             |                       |                                 |   |
| W Power Financial CU Savings (4017-00)  | 1,187.60                           | 1,008.19      | Wife        |                       | 1,187.60                        |   |
| W Power Financial CU Checking (4017-30) | 3,208.14                           | 3,659.01      | Wife        |                       | 3,208.14                        |   |
| W USAA (8677)                           | 2,050.00                           | 99.27         | Wife        |                       | 2,050.00                        |   |
| J USAA Savings (0896)                   | 1,058.77                           | 801           | Joint       | 1/2                   | 1/2                             | Split and Close   |
| H Power Financial CU (2976) Checking    | 1,233.56                           | 14.04         | Husband     | 1,233.56              |                                 | Opened 8/21   |
| H Power Financial CU (2976) Savings     | 12,663.63                          | 36,189.83     | Husband     | 12,663.63             |                                 |   |
| H Power Financial CU Savings (1011)     | 5.00                               | 5.00          | Husband     | 5.00                  |                                 |   |
| H PFCU Checking (1011-30)               | 0.00                               | 0.00          | Husband     |                       |                                 |   |
| W USAA (0896)                           | \$801                              |               | Wife        |                       |                                 |   |
| Wife's Removal of Funds Prefiling       |                                    |               |             |                       | Excluded Non-Marital \$6,500.00 | Non-Marital (Inherited)   |
| Husband Removal of Funds Prefiling      |                                    |               |             | \$27,963              |                                 | Monies Husband removed from marital accounts in August/September 2021 and |

*JHE 9/12*

|   |          |        |         |                        |                        |  |
|---|----------|--------|---------|------------------------|------------------------|--|
| Escrowed Funds in Trust Account of Cindy Crawford |          |        |         |                        | \$75,000               | placed in sole accounts prior to filing or are unaccounted for.      |
| \$25,000 distributed to Wife from Sale Proceeds   | \$25,000 |        | Wife    |                        |                        | Per Stipulation 7/20/22; provided in Wife's Sale Proceeds.           |
| <b>Real Estate</b>                                |          |        |         |                        |                        |  |
| Proceeds from 2382 St. Lucie Blvd. Stuart         |          |        | Joint   | Previously Distributed | Previously Distributed | Sold - proceeds split evenly with exception of \$75K held in escrow. |
| <b>Vehicles</b>                                   |          |        |         |                        |                        |  |
| 2015 Mustang                                      |          |        | Husband |                        |                        | Resolved per 7/20/22 Stipulation; excluded from ED                   |
| 2002 Mustang                                      |          |        | Husband |                        |                        | Resolved per 7/20/22 Stipulation; excluded from ED                   |
| 1975 Mercedes                                     |          |        | Husband |                        |                        | Resolved per 7/20/22 Stipulation; excluded from ED                   |
| Trailer   |          |        | Husband |                        |                        | Resolved per 7/20/22 Stipulation; excluded from ED                   |
| H 2004 Chevy Silverado - PFCU (2976)              |          |        | Husband |                        |                        | Purchased Post-Filing  |
| 2017 Expedition                                   |          |        | Joint   |                        |                        | Resolved per 7/20/22 Stipulation; excluded from ED                   |
| <b>Stocks/Bonds</b>                               |          |        |         |                        |                        |  |
| Power Financial 15 month CD (1011-0061)           | 7,900    |        |         | 7,900                  |                        | H cashed out on 8/31/21.   |
| AT&T Stock  | 6,820.70 |        | Husband |                        |                        | Husband Premarital; excluded   |
| Savings Bonds                                     |          | 933.00 |         | 933.00                 |                        |  |
| <b>Personal Property</b>                          |          |        |         |                        |                        |  |
| Personal Property                                 |          |        |         | 1/2                    | 1/2                    | Previously Divided   |

AM 9/2



|  |            |             |         |  |            |              |   |
|--|------------|-------------|---------|--|------------|--------------|---|
| Bulova Watch                           |            |             |         |  |            | Bulova Watch | Gift to Wife  |
| Division of Non-Retirement Assets      |            |             |         |  | 50,698.19  | 87,945.74    |   |
| <b>LIABILITIES</b>                     |            |             |         |  |            |              |   |
| <b>Credit Cards</b>                    |            |             |         |  |            |              |   |
| W USAA Visa (9530)                     | (9,968.99) | (14,679.88) | Wife    |  |            | (9,968.99)   |   |
| W AmEx (2002)                          | (392.32)   | (26,047.38) | Wife    |  |            | (392.32)     |   |
| W Nordstrom                            | (22.60)    | (1,378.17)  | Wife    |  |            | (22.60)      |   |
| Am Ex (4009)                           | (39.99)    | 0           | Wife    |  |            |              |   |
| H PFCU Visa (588.1)                    |            | (2,747.61)  | Husband |  |            |              | As of 11/16/22  |
| H Discover (0479)                      | 0.00       | (11,041.69) | Husband |  |            |              | As of 11/16/22  |
| H USAA Visa (5477 - changes to 7740)   | (1,871.12) | (1,120.00)  | Husband |  | (1,871.12) |              | As of 10/26/22  |
| W - BOA (9089) - Expedition            |            | (15,600.91) | Wife    |  |            |              | Resolved per 7/20/22 Stipulation; excluded from ED      |
| Division of Non-Retirement Liabilities |            |             |         |  | (1,871.12) | (10,383.91)  |   |
| ED NON-RETIREMENT                      |            |             |         |  | 48,827.07  | 77,561.83    | Total: 126,388.90/2 = 63,194.45                         |
|  |            |             |         |  |            | (14,367.38)  | Balancing Payment from Wife to Husband (Non-Retirement) |

*Payment Created in global settlement  
 Payment to result in \$158,000.00 of wife.  
 Transfer to wife.*

*AMH 2*

| Retirement Assets              |              |              |         |                        |                        |  |   |
|--------------------------------|--------------|--------------|---------|------------------------|------------------------|--|---|
| H 401(k) - NextEra (Fidelity)  | 1,220,588.86 | 1,386,516.48 | Husband | 1/2 of Marital Portion | 1/2 of Marital Portion | Split by QDRO  |   |
| H IRA Rollover (Fidelity 4260) | 17,514.98    |              | Husband |                        | 17,514.98              | Transfer via QDRO or similar transfer order per IRC 71(b)(d) and 408(d)(6) |   |
| H Ameritrade (9692)            |              | 2,792.10     | Husband |                        |                        | No statements near DOF<br>As of 12/31/22                                   |   |
| H Pension - Fidelity (0462)    | 289,035.54   | 311,585.87   | Husband | 289,035.51             |                        | As of 12/31/22   |   |
| W Diocese                      |              | 101,211.00   | Wife    |                        | 101,211.00             |  |   |
| W TIAA CREF (7058) 403(B)      | 41,202.58    | 34,722.33    | Wife    | 1/2 of marital Portion | 1/2 of marital Portion | Split by QDRO  |   |
|                                |              |              |         | 289,035.51             | 118,725.98             | \$407,761.49/2 = \$203,880.75  | Balancing Payment from Husband to Wife (Retirement) |
|                                |              |              |         | (85,154.77)            |                        |  |   |

plus \$15,000 to (W) from WAFI account of wife.

~~100 \_\_\_\_\_~~  
~~[Scribbled out text]~~

QMR E  
 JTK