

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA
FAMILY DIVISION

IN THE MARRIAGE OF:

SVITLANA TSVEY
Petitioner

CASE NO: FMCE22007800(40)

vs.

GENNADIY TSVEY
Respondent

_____ /

PARTIAL MEDIATED SETTLEMENT AGREEMENT

This Partial Mediated Settlement Agreement regarding equitable distribution only is made and entered into on this 7th day of June 2023, between SVITLANA TSVEY, (herein referred to as the Wife) and GENNADIY TSVEY (herein referred to as the Husband).

WITNESSETH:

WHEREAS, the Parties herein are Husband and Wife. The Circuit Court of the Seventeenth Judicial Circuit found that the parties were legally married to each other on December 28, 2006.

WHEREAS, there is one minor child born to the parties to wit: Arthur Elliot Tsvey, born August 28, 2008.

WHEREAS, it is the desire of the parties that their relations, with respect to equitable distribution of marital assets and debts only, be finally fixed by this Agreement in order to settle and determine in all respects and for all purposes their respective present and future rights, claims and demands, in such a manner that any action with respect to the rights and obligations, past, present, and future of either party with respect to the other be settled and determined by this agreement; and

WHEREAS, the parties concur that they have thoroughly explored their respective financial positions as they presently exist and all of the elements in determining equitable distribution only and all other financial obligations by and between them that might come into existence, by execution of this Partial Settlement Agreement, as opposed to, and in lieu of, protracted and contested court proceedings with respect thereto.

WHEREAS, it is the parties desire to amicably resolve by agreement the issues contained herein. All other issues plead in the Petitioner and Respondent's pleadings shall be reserved upon.

NOW THEREFORE, in consideration of the promises and the mutual promises and undertakings herein contained and for other good and valuable considerations, the sufficiency of which is hereby acknowledged, the parties agree:

1. **INCORPORATION OF PREAMBLE CLAUSES:**

The parties hereby agree that all the preamble clauses hereinabove set forth in this Partial Settlement Agreement are true and correct and incorporated herein and both of the parties are entering into same with the full knowledge of the foregoing facts and agreements as to the truth and correctness thereof.

2. **NON-WAIVER PROVISION:**

The parties agree that the failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms and provisions of this Partial Agreement, shall not be construed as a waiver of, or relinquishment of, any such term or provision for the future and the same shall continue in full force and effect. Furthermore, the parties agree that no waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by both parties.

3. **MODIFICATION OF AGREEMENT:**

The parties agree that no modification of any of the terms of this Partial Settlement Agreement shall be valid unless in writing and executed with the same formality as this Agreement, or if modified under Florida Statutes §61.13, §61.14, §61.30 F.S. or by appropriate order of this Court.

4. **FUTURE DOCUMENTS:**

Both parties agree that they shall, at any time and from time to time hereinafter, take any and all necessary and required steps and execute and deliver any and all necessary instruments and/or assurances and/or documents which the other party hereto may reasonably require from him/her for the purpose of giving full force and effect to the provisions of this Agreement and further, agrees that neither party shall require any compensation whatsoever therefore.

5. **KNOWLEDGE OF PARTIES:**

The Husband acknowledges that he has been afforded the opportunity to be represented by his own independent counsel in the execution of this Agreement and in all proceedings pertinent to this matter, to wit: Mark Abzug, Esquire, 2801 University Drive, Suite 203, Coral Springs, Florida 33065.

The Wife acknowledges that she has been afforded the opportunity to be represented by her own independent counsel in the execution of this Agreement and in all proceedings pertinent to this matter to wit: Steven M. Swickle, Esquire, 110 Southeast 6th Street, Suite 1700, Fort Lauderdale, Florida 33301.

As a result, the parties desire that this Agreement be adopted and approved by the Court. Each party further acknowledges that he/she has read this Agreement in its entirety. Furthermore, each party hereto acknowledges that he/she executed and signed this Agreement with full understanding of its purposes, intent, provisions, terms and meanings. In addition, each

party hereto specifically acknowledges that he/she has signed this Agreement without any undue influence, fraud, coercion, misrepresentation, threats or promises, (other than those specified herein), by the other party or a third party. Furthermore, each party hereby specifically acknowledges and agrees that he/she has entered into and signed this Agreement believing its terms to be fair, just and reasonable.

1. **Equitable Distribution:**

As and for equitable distribution the Husband shall pay to the Wife the total sum of seven hundred seventy thousand dollars (\$770,000.00) to be paid as follows:

- (a) The Husband shall pay to the Wife a cash payment in the amount of fifty thousand dollars (\$50,000.00), within five (5) days of the signing of this agreement. The Husband shall pay to the Wife an additional one hundred fifty thousand dollars (\$150,000.00) within fifteen (15) days after the Court ratifies this agreement.
- (b) The Wife shall receive a lump sum payment from the Husband's TSP Account ending in #9917 as soon as possible in the total amount of three hundred thirty thousand dollars (\$330,000.00). The transfer shall take place through a court order acceptable for processing, otherwise known as a COAP or Form 92A, or, if necessary, through the appropriate transferring order including, but not limited to a qualified domestic relations order, otherwise known as a QDRO. If necessary, the parties agree to jointly retain Matthew Lundy within thirty (30) days of this agreement. Any and all costs associated with Mr. Lundy shall be paid as per the parties pro rata share with the Husband paying 50% and the Wife paying 50%.
- (c) The Husband shall transfer to the Wife within fifteen (15) days from the signing of this agreement, assets "in kind" valued at two hundred forty thousand dollars (\$240,000.00) from the Ameritrade Brokerage Account ending in #4454. The assets to be transferred "in kind" shall represent the assets contained within the entire portfolio of the aforesaid Ameritrade Brokerage Account, according to their proportions.

2. **Personal Property:**

The parties reserve as to the division of their personal property.

3. **Automobiles:**

The Wife shall be entitled to exclusive possession of any vehicle (2018 Ford Escape)

currently in her possession. Husband hereby irrevocably waives and renounces all right, title, claim, and interest in and to Wife's vehicle. Wife agrees to hold Husband harmless, indemnify him and defend him as to any claims and/or lawsuits, which may be brought against him in connection with Wife's vehicles, including attorney's fees and costs. Husband shall execute any and all documents which may be required to show full and sole ownership of said vehicles in Wife's name.

The Husband shall be entitled to exclusive possession and ownership of any vehicle (2019 Santa Fe) currently in his possession. Wife hereby irrevocably waives and renounces all right, title, claim, and interest in and to Husband's vehicles. Husband agrees to hold Wife harmless, indemnify her and defend her as to any claims and/or lawsuits, which may be brought against her in connection with Husband's vehicles, including attorney's fees and costs. Wife shall execute any and all documents which may be required to show full and sole ownership of said vehicles in Husband's name.

4. **Bank Accounts:**

The Wife shall be entitled to exclusive ownership of any bank accounts in her name. Husband hereby irrevocably waives and renounces all right, title, claim, and interest in and to Wife's bank accounts.

The Husband shall be entitled to exclusive ownership of any bank accounts in his name. Wife hereby irrevocably waives and renounces all right, title, claim, and interest in and to Husband's bank accounts.

The parties maintain a safety deposit box at Bank of America located in Coconut Creek, FL. The Husband represents and warrants that the safety deposit box is empty and that there are no items contained within. Within fifteen (15) day of the signing of this agreement, the parties shall visit Bank of America to remove the Wife's name from the account. The Wife shall be permitted to

inspect the safety deposit box to confirm that its empty.

5. **Marital Debt and Liabilities:**

During the marriage the parties incurred certain marital debts and obligations. It is agreed by the parties that all accounts payable to department stores or other merchants, or credit card companies, promissory notes, loans and debts which have been incurred and/or listed in the Wife's name shall be paid by the Wife. Wife agrees to hold Husband harmless and indemnify him and defend in as to any claims or lawsuits, which may be brought against him in connection with said debts including attorney's fees and costs.

All accounts payable to department stores or other merchants, or credit card companies and debts which have been incurred by the Husband shall be paid by the Husband. Husband agrees to hold Wife harmless and indemnify her and defend in as to any claims or lawsuits, which may be brought against her in connection with said debts including attorney's fees and costs.

The parties agree that neither party shall incur any further debt for which the other may be held liable.

6. **Marital Property:**

The marital residence of the parties' is located at 9751 S. Miralago Way, Parkland, Florida 33076. This property is hereinafter referred to as "the marital residence".

That within five (5) days of receipt of the sum of the four hundred forty thousand dollars (\$440,000.00), as listed above, the Husband shall prepare a quitclaim deed for the Wife's signature. That upon Wife executing the Quit Claim Deed, the marital residence shall be owned by the Husband as his sole and separate property, free of any claim by the Wife. The Husband assumes all obligations in connection with the property and he shall indemnify and hold the Wife harmless with respect to same. The Husband represents that the Wife shall not be responsible for any existing

damage to the marital residence, as of the date of this agreement. The Wife waives any claims, past, present, or future to any equity in the marital home.

The Wife shall vacate the marital residence within sixty (60) days upon receipt of all monies referenced herein; to wit: \$200,000.00 as stated in paragraph 1(a), \$240,000.00 as stated in paragraph 1(c), and \$330,000.00 as stated in paragraph 1(b), referenced herein.

401K/ Retirement/Pension/ Brokerage Accounts:

The Wife hereby knowingly, intelligently and voluntarily waves any and all interest in any 401K; Retirement Accounts, Brokerage Accounts, and/or Pension Plan the Husband may have except as provided herein.

The Husband hereby knowingly, intelligently and voluntarily waves any and all interest in any 401K; Retirement Accounts, Brokerage Accounts, and/or Pension Plan the Wife may have including but not limited to the Wife's Roth IRA (#5567) which she liquidated during these divorce proceedings, valued at approximately \$40,000.

7. **Mutual Release:**

Except as otherwise expressly provided in this Agreement, the parties agree to release, and do hereby release, any and all claims they may have to or upon the property of the other and their estates, whether real or personal, and whether now or hereafter acquired, to the end that each shall have the free and unrestricted right to dispose of his or her individual property from any claim or demand by the other party and so that his or her estate shall be and belong to the person, or persons, who become entitled by will, devise, bequest, intestacy, administration, and/or otherwise, and without election to take any share of the estate of the other party as in intestacy, including, but not limited to, any and all dower, curtesy, elective share, and/or other present or future rights and/or interest in any real or personal property of which either party may die seized or possessed, and each

party further surrenders and renounces any right of administration to the estate of the other party.

8. **Entire Agreement:**

The parties agree that this Agreement shall, from the time it takes effect, supersede any and all prior agreements, understandings and contracts between the parties, whether oral or written. Furthermore, the parties acknowledge and agree that this Agreement incorporates the entire agreement and understanding as to the subjects covered herein. Moreover, the parties agree that no statement(s) extrinsic to this Agreement shall have any force or effect.

10. **Disclosure:**

The parties hereto acknowledge that the Wife has made full and complete disclosure to the Husband of her financial condition prior to the execution of this Agreement. Wife has also disclosed to Husband all information regarding all marital assets that she maintained and/or controlled for the parties benefit during the life of the marriage and that the Husband has made full and complete disclosure to the Wife of his financial condition prior to the execution of this Agreement. Husband has also disclosed to Wife all information regarding all marital assets that he maintained and/or controlled for the parties benefit during the life of the marriage. The Parties believe they are fully aware of the other's current financial condition such that this agreement is fair and reasonable.

11. **Choice of Law:**

In the event disputes arise concerning this Agreement, the parties hereby mutually agree that either party may apply to or petition the Circuit Court of the 17th Judicial Circuit in and for Broward County Florida for recourse.

12. **Partial Invalidity:**

The parties agree that in the event any clause or provision of this Agreement shall be held invalid by any court of competent jurisdiction, it is specifically understood, acknowledged and

agreed that such invalid clause or portion of this Agreement shall have no force and effect upon the validity of other portions of this Agreement and all of the other portions of this Agreement shall remain in full force and effect, valid and enforceable.

13. **Effective Date of this Agreement:**


The parties agree that the effective date of this agreement, other than herein specified, shall be the date upon which the last party executes same. Further, the parties agree that this Agreement shall not be introduced into any court proceeding whatsoever unless executed by both parties hereto.

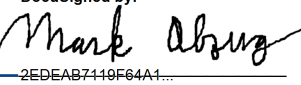
14. **Headings:**

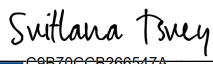
All paragraph headings herein are only for assistance in location of clauses and in no way are to be deemed a limitation of neither obligation, nor explanation or definition hereunder of any party's rights or obligations.

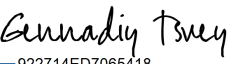
IN WITNESS WHEREOF, the parties have hereunto executed this Agreement the date and year first above mentioned.

Signed, sealed and delivered in the presence of:

DocuSigned by:

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 WITNESS 6/7/2023

DocuSigned by:

 2EDEAB7119F64A1...
 WITNESS 6/7/2023

DocuSigned by:

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 SVITLANA TSVEY 6/7/2023
 Petitioner/Wife

DocuSigned by:

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 GENNADIY TSVEY. 6/7/2023
 Respondent/Husband