

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

PATRICIA FIGUEROA,

CASE NUMBER: FMCE 21-003168 (Weeks)

PETITIONER/WIFE,

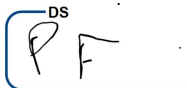
Vs.

DOMINICK ESPANDA,

DEFENDANT/HUSBAND.

MEDIATED SETTLEMENT AGREEMENT

1. The parties agree that they desire to settle all issues pending before the Court regarding their Dissolution of Marriage action.
2. The parties agree that the husband will pay alimony to the wife at a rate of \$3000.00 per month for a period of 20 months commencing as of December 1, 2022. The parties agree that the December payment has been paid. The parties agree that the wife is entitled to the entry of an Income Withholding Order providing her with the \$3000.00 per month. This IWO will be through stipulation of the parties to commence being paid as of 1/1/23 on a weekly basis in accordance with the husband's payroll.
3. The parties agree and acknowledge that there is a home jointly held by the parties located at: 4280 Oakes Terrace #204, Pompano Beach, Florida. The husband is currently residing in the home. The parties agree that the husband will pay to the wife for her share of the equity in the home a total of \$87,500.00 within the next (45) days through the trust account

 A blue ink signature of Patricia Figueroa, consisting of the letters 'P' and 'F' written in a stylized, cursive font. Above the signature is a small 'DS' logo.

 A blue ink signature of Dominick Espanda, consisting of the letters 'D' and 'E' written in a stylized, cursive font. Above the signature is a small 'DS' logo.

of Jonny Kousa. The wife will execute a quit claim deed prepared by husband's counsel and delivered to wife's counsel within the next (15) days. This quit claim deed will be held by wife's counsel and released executed to the husband upon full payment of the \$87,500.00. The wife's counsel will not release the funds to the wife until the quit claim deed is executed and sent to the husband. If the funds, in the total amount of \$87,500.00 are not provided within the next (45) days the property will be placed on the market for sale with a licensed realtor. The realtor will list the home at the current fair market value to effectuate a sale. The parties will share equally in the "net proceeds" received from the sale. The net proceeds are defined as the amount received after the payoff of the existing mortgage and usual and customary costs of sale.

4. The parties agree that they will each retain all bank accounts, retirement accounts, investment accounts, credit card accounts, and vehicles held in their individual names not specifically addressed herein. The husband will pay to the wife within the next (10) days her share and or equalization of the above, a total of \$60,000.00. This amount will also be paid to the trust account of Jonny Kousa Esq.
5. The husband has a 401K plan. The parties agree that they will equally share in the cost of the preparation of a Qualified Domestic Relations Order providing the wife with 50% of the marital portion of the plan, along with all gains and or losses attributed to the amount due to her at the time of the division. Both parties will pay and secure the services of Matthew Lundy within the next (15) days in order to have the necessary QDRO prepared and entered. Both parties will cooperate in providing Mr. Lundy with any requested information to prepare and enter the QDRO upon his request.
6. The parties will each be responsible for their own legal fees and costs. The parties will pay

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75% husband and 25% wife for the cost of mediation.

7. The parties will retain their personal property in their current possession.
8. The parties agree that they will file joint IRS tax returns for the 2020, 2021 and 2022 IRS tax years. The parties will cooperate with providing the other with any necessary information to prepare the returns. Upon receipt of any refunds the parties will equally share the refund.
9. Both parties are satisfied with this agreement and are voluntarily entered it.

The parties agree that they have freely and voluntarily entered into this agreement with advice of their respective counsel. The parties agree that they have not suffered any form of duress, coercion, threats or intimidation in the entry of this agreement. The parties specifically agree and acknowledge that if they believe that they have been pressured, forced, intimidated or coerced in any way to enter into this agreement, that they have the absolute right to leave the mediation process and that the Court will not be informed in any way that they did not desire to settle their case. The parties understand that they are under no obligation to sign this agreement and that they have the right to have their case heard by the Court. Each of the parties agrees that they are satisfied with their respective counsel's advice.

The parties agree that they have freely and voluntarily entered this agreement. They agree they have had all their questions answered by their counsel. The parties acknowledge that if they choose to participate in the mediation process and enter an agreement without having the benefit of counsel, this was at their sole discretion and they understand that they had no obligation to enter into an agreement without having had counsel. If a party chose to proceed without counsel, they agree and understand that they are bound by this agreement and they believe that the entry of this agreement is in their best interest. Both parties acknowledge that they have not received any legal advice from the mediator. The parties acknowledge that they have not received any tax advice from any of the participating professionals unless they had the benefit of a private accountant. Both parties agree that they have not been kept in mediation longer than they have determined necessary for their particular case, and both agree that they were free to take breaks, eat, drink and consult with anyone they desired to during the process. Both parties agree and understand that this is a final agreement to be entered by the Court and that there is no right of rescission.

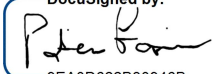
The parties specifically acknowledge, consent, and agree that this Agreement has been executed electronically via DocuSign by all parties and agree that the Uniform

A DocuSign signature box containing the initials "P F". The box is a rounded rectangle with a blue border and a small "DS" logo in the top right corner.

A DocuSign signature box containing the initials "DE". The box is a rounded rectangle with a blue border and a small "DS" logo in the top right corner.

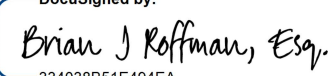
Electronic Transaction Act Fla. Stat. 668.50 et. Sec. applies to this Agreement in that these electronic signatures shall have the same effect as an actual signature.

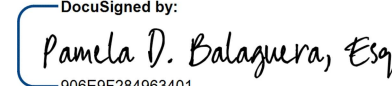
This agreement is being entered on 12-13-22.

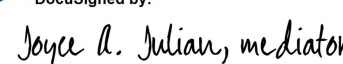
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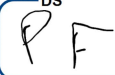
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Mediator

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