

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
IN AND FOR SARASOTA COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

DANIELLE STEVENS,

Petitioner/Wife,

Case No.:2022-DR-003282-SC

and

JOHN STEVENS,


Respondent/Husband.

NOTICE OF MEDIATED MARITAL SETTLEMENT AGREEMENT

COMES NOW, the Husband, JOHN STEVENS, by and through his undersigned counsel and files parties mediated marital settlement agreement in the above styled cause.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served via the Florida E-Filing Portal/Electronic Mail upon Angela Tobaygo, Esq., counsel for the Petitioner/Wife at [angela@tobaygolaw.com](mailto:angela@tobaygolaw.com) on this 30<sup>th</sup> day of December, 2022.



PHILIP J. SCHIPANI, B.C.S.  
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SCHIPANI, NORMAN & MCLAIN, P.A.  
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Attorney for Husband

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
IN AND FOR SARASOTA COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:  
DANIELLE STEVENS,

Petitioner/Wife,

Case No.:2022-DR-003282-SC

and

JOHN STEVENS,

Respondent/Husband.

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**MARITAL SETTLEMENT AGREEMENT**

THIS AGREEMENT is made by and between JOHN STEVENS, hereinafter referred to as "Husband", and DANIELLE STEVENS, hereinafter referred to as "Wife" Collectively referred to as the "parties".

WHEREAS, Husband and Wife were married to each other on May 18, 2010 in Miami Beach, Florida;

WHEREAS, there are two minor children born of the marriage, to wit: B.A.S. whose date of birth is January 10, 2014 and A.A.S. whose date of birth is August 31, 2015. No other children have been born or adopted of the marriage, none are expected and the Wife is not currently pregnant;

WHEREAS, unhappy differences have arisen between Husband and Wife; and,

WHEREAS, the parties are separated and intend on living separate and apart from hereon; and

WHEREAS, the parties desire to finally settle and adjust all matters relating to:

- a. Their marital duties;
- b. Past, present and future support of the other;
- c. All property rights, both real and personal, that each may have by virtue of their marriage or otherwise;
- d. Parental Responsibility, timesharing, child support and all other child related issues;

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- e. Payments in the nature of attorneys fees, costs, suit money and all other allowances which either may be entitled to in the event of dissolution of their marriage.

NOW THEREFORE, in consideration for the mutual benefits to be obtained by each party and the covenants and agreements of each party to the other contained herein, the parties acknowledge and stipulate as follows:

1. **Consideration:** The consideration for this Agreement is adequate and sufficient.
2. **Representations:** The parties represent to each other that:
  - a. Each party fully understands the facts as to his or her legal rights and obligations.
  - b. Each party has carefully read and understands this Agreement.
  - c. Each party has given careful and mature thought to the making of this Agreement.
  - d. Each party is signing the Agreement freely and voluntarily, intending to be bound by it. Neither party has coerced or threatened the other in order to obtain his or her consent to enter into this agreement.
  - e. The parties recognize that this Agreement is a result of the parties' negotiations and compromises. The parties further acknowledge that the results obtained herein may be different that what would have occurred had the parties fully litigated this matter before the Court. Nonetheless, the parties are entering into this Agreement believing it to be a fair and equitable resolution of their case.
  - f. Each party has made a full disclosure to the other of his or her income, assets, and financial obligations, and waives any further financial disclosure and compliance with Rule 12.285 of the Florida Family Law Rules of Procedure.
  - g. In addition to receiving the aforementioned financial disclosures, each of the parties acknowledge that they had the opportunity to have all of the marital property appraised or valued by independent experts prior to entering into this Agreement.
  - h. Each party has consulted or has had sufficient opportunity to consult an attorney of his or her choice before signing this Agreement.
  - i. Each party has consulted, or has had sufficient opportunity to consult, an attorney or other professional who specializes in Federal bankruptcy law and Federal taxation

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law prior to signing this Agreement. The parties' family law attorneys did not provide bankruptcy or tax advice. The parties did not rely on their family law attorneys with regarding to the Federal bankruptcy code or the impact of bankruptcy on this action or the parties, and the parties did not rely on their family law attorneys for tax advice.

- j. Angela Tobaygo is licensed to practice law in Florida and is representing the Wife. The Wife is satisfied with the representation she has received from her attorneys and financial experts. The Wife acknowledges that she has not received legal advice from any attorney or financial expert hired or consulted by the Husband, and that she has had the opportunity to confer with an attorney of her choice prior to executing this Agreement. Upon entry of the Final Judgment counsel for the Wife shall be released from any further obligations or duties with regard to this matter.
- k. Philip J. Schipani is licensed to practice law in Florida and is representing the Husband. The Husband is satisfied with the representation he received from his attorneys. The Husband acknowledges that he has not received legal advice from either any attorney hired or consulted by the Wife, and that he has had the opportunity to confer with an attorney of her choice prior to executing this Agreement. Upon the entry of the Final Judgment counsel for the Husband shall be released from any further obligations or duties with regard to this matter.
- l. This Agreement is the entire contract between the parties, superseding any prior Agreements. There are no representations or warranties other than those contained herein.
- m. In the event of reconciliation, the matters dealing with the property division and/or alimony shall continue to be binding unless the parties agree otherwise in a writing duly subscribed and acknowledged with the same formality as this Agreement.
- n. The parties acknowledge that any attorney or professional involved in this matter cannot and have not insured or guaranteed that each of the parties will comply with the terms and conditions of this Agreement. In the event that either party fails to abide by the terms of this Agreement, the non-defaulting party may bring a separate enforcement action. If the parties have retained attorneys, they acknowledge that

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such enforcement action is not within the scope of the family law attorneys' representation in this initial divorce proceeding and may require the parties to re-engage the attorneys for the enforcement matter.

### GENERAL PROVISIONS

3. **No Construction Against Drafter:** This Agreement is a product of the parties' negotiation and is not a contract of adhesion. This Agreement was prepared by Philip J. Schipani, B.C.S. as a matter of convenience and there shall be no presumption in regard to the drafter.
4. **Attorney Fees for Prevailing Party:** In the event of an alleged default, breach or non-compliance by either party of any provision of this Agreement, Court Order, or Judgment made pursuant to this Agreement, the prevailing party shall be entitled to reasonable attorney fees and other costs incurred in prosecuting any enforcement proceeding.
5. **Execution of Documents:** Unless otherwise expressly provided herein, each party, within ten (10) days of the effective date of this Agreement, shall execute, acknowledge, and deliver all documents or instruments required to carry out the provisions of this agreement, to the extent practicable. If either party fails or refuses to execute the necessary documents to effectuate this Agreement, this Agreement shall operate as a grant, conveyance, or other transfer essential to carry out the terms and conditions herein.
6. **Binding Effect:** Except as otherwise stated herein, all of the provisions of this Agreement shall be binding upon, and inure to the benefit of, the respective heirs, next -of-kin, executors and administrators of the parties.
7. **Non-Waiver of Provisions:** The failure of a party to insist on strict performance of any provision of this Agreement is not a waiver for the future of that provision, which shall continue in full force and effect.
8. **Modification:** This Agreement shall not be modified, except by a writing duly subscribed and acknowledged with the same formality as this Agreement.

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9. **Legal Interpretation:** The laws of the State of Florida shall govern the validity, construction, interpretation, and effect of this Agreement.
10. **Possible Invalidity:** If any provision of this Agreement is held invalid under the laws of any jurisdiction, such invalidity shall not affect any other provisions, all of which shall remain in full force. The provision that is held to be invalid, nonetheless, shall remain in full force and effect in any jurisdiction in which such provision is legal and valid.
11. **Waiver of Common Law Rights to the Other's Estate:** Except as otherwise stated herein, each party waives, relinquishes, and releases all rights he or she may now have, or hereafter acquire, in the other party's estate under the present or future laws of any jurisdiction.
12. **Mutual Releases of All Actions:** Each party remises, releases, and forever discharges the other from all causes of action, claims, rights, or demands, in law or in equity, which either of the parties ever had, or now has, against the other, including any claims one may have against the other that may lie in tort, including battery, intentional infliction of emotional distress, false imprisonment and the like, except for the dissolution of marriage action now pending.
13. **Date Agreement is Effective:** This Agreement shall take effect on the date on which the last of the two parties execute the Agreement.
14. **Indemnification for Losses:** Each party shall hold the other harmless and indemnify him or her for any loss or damage he or she may suffer as a result of the others' failure to pay any expenses, costs, or liabilities associated with property received herein or failure to pay any debts or liabilities assumed herein.
15. **Action for Dissolution of Marriage:** This Agreement is a complete settlement of all matters arising out of a dissolution of marriage action between the parties, or which could have been brought in such an action. This Agreement shall be introduced into evidence in the Dissolution of Marriage action and incorporated in the Final Judgment of Dissolution of Marriage. However, the parties do not intend for it to be

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merged into the Final Judgment. Rather, the parties intend for this Agreement to survive the Final Judgment and be binding on the parties for all time.

### PARENTAL RESPONSIBILITY AND PARENTING PLAN

16. The parties agreed to shared parental responsibility. The parties have executed a parenting plan which is attached hereto as exhibit "A".

### CHILD SUPPORT

17. The Husband shall pay child support to the Wife in the amount of \$221.88 per month until the eldest child obtains the age of eighteen (18) or until graduation of high school, if the child has a reasonable expectation of graduation prior to the age of nineteen (19) or until the child dies, marries, joins the military or otherwise emancipates. At that time the Husband shall pay child support for the remaining minor child in the amount of \$127.80 until such time as the child obtains the age of eighteen (18) or until graduation of high school, the child has a reasonable expectation of graduation prior to the age of nineteen (19) or until the child dies, marries, joins the military or otherwise emancipates. Payment of child support shall begin on the first day of the first month after the Wife moves out of the marital home. Payments shall be made in accordance with the Husband's pay schedule and shall be made to the Florida Child Support State Disbursement Unit. The parties both acknowledge that there is no child support arrearage at the time of this agreement. Upon expiration of the Husband's alimony obligation the parties shall exchange financial for the purpose of recalculating child support. Child support shall be recalculated retroactive to the date the Husband's alimony obligation ends.

### EQUITABLE DISTRIBUTION

18. **Marital Home:** The parties have a marital home which is jointly owned located at 2260 Mission Valley Blvd., Nokomis, Florida 34275. The parties agree that this home shall be listed for sale immediately, prior to doing any repairs on the home. The parties shall each receive one-half of the net proceeds (Sale Price minus real estate commissions, doc stamps, closing costs, payoff of mortgage, etc.). Out of the Husband's one-half share of the proceeds the Wife shall receive thirty-thousand

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dollars (\$30,000.00) as and for lump sum alimony. The closing agent shall be directed to provide two checks, one to the Wife and one to the Husband upon closing consistent with the terms of this agreement. The parties agree to use Peggy Lewis as a real estate agent. The parties agree to make any agreed upon repairs and or updates to the home that their real estate agent suggests to ready the home for sale. The Husband shall be initially responsible for paying for said repairs and then the Wife shall reimburse the Husband for one-half of the repairs from her share of the proceeds of the marital home. The parties further agree to follow the advice of their real estate agent in determining the listing price for the marital home. The parties agree that any offer for the home shall be accepted that is at listing price or within five-percent (5%) of same. The court shall reserve jurisdiction to decide any disagreement regarding the sale of the marital home.

#### VEHICLES

19. **2011 Ford Escape:** This vehicle is traditionally driven by the Husband and is in the parties joint names. This vehicle shall be the sole property of the Husband free and clear of any claim of the Wife. The Wife agrees to cooperate with the Husband in removing her name from the title of this vehicle. The Husband shall henceforth be responsible for any debt and/or liability associated with the use and ownership of said vehicle and shall indemnify and hold the Wife harmless from same.
20. **2017 Dodge Grand Caravan:** This vehicle is traditionally driven by the Wife and is the parties' joint names. This vehicle shall be the sole property of the Wife free and clear of any claim of the Husband. The Husband shall cooperate with the Wife in removing his name from the title of said vehicle. The Wife shall henceforth be responsible for any debts and/or liability associated with the use and ownership of said vehicle and shall indemnify and hold the Husband harmless from same.
21. **2013 Hyundai:** The parties owned a 2013 Hyundai which was sold to the Husband's Mother. The proceeds from said sale were deposited in a joint account and used by the parties during their marriage. The Husband's name remains on the title of this vehicle. The Husband shall be responsible for any debt and/or liability associated with the 2013 Hyundai and shall indemnify and hold the Wife harmless from same.

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**BANK AND DEPOSIT/INVESTMENT ACCOUNTS**

- 22. **Bank of America 7502:** This account is in joint names. The Wife shall be entitled to the balance of this account and the parties shall cooperate to close said account within thirty (30) days of the date of this agreement.
- 23. **Ally 9281:** This account is a joint account with a balance of approximately zero dollars. The parties agree that this account shall be closed within thirty (30) days.
- 24. **Fidelity 1964:** This account is an investment account with different stocks and investments. The parties agree that this account shall be split in kind, meaning that they shall each get one-half of every stock in the account. The Husband shall contact Fidelity within fifteen (15) days for the purpose of splitting this account in kind

**RETIREMENT ACCOUNTS**

- 25. **Walgreens Retirement Savings Plan (401k):** The Husband has a Walgreens Retirement Savings Plan. Said plan shall be divided equally with a valuation date of ~~January~~ <sup>July</sup> 14, 2022. This plan shall be divided via QDRO. The parties shall equally divide the costs of retaining Matthew Lundy, Esq. for the purposes of preparation of the QDRO. The parties shall contact Matthew Lundy, Esq. within fifteen days of the date of this agreement for the purpose of obtaining the QDRO.

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**LIFE INSURANCE**

- 26. The Husband has life insurance which is provided and paid for by his current employer. So long as the Husband has a child support obligation he shall maintain this policy, so long as it is available to him and shall name the Wife as beneficiary in trust for the minor children to secure the payment of child support.

**ALIMONY**

- 27. The Husband shall pay to the Wife \$2,300.00 in durational alimony for a period of seventy-two (72) months. This durational alimony shall be modifiable as provided for by Florida Law. The parties agree and acknowledge that there is no alimony arrearage as of the date of this agreement. Payment of alimony shall begin on January 1, 2023. Otherwise, than as stated herein and in paragraph 18 of this agreement, each party forever waives any claim they may have had for alimony from one person to the other.

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**CREDIT CARDS**

28. Each party shall be responsible for any credit card in their sole name and shall indemnify and hold the other party harmless from same.

**PERSONAL PROPERTY**

29. **Personal Property, Jewelry etc.:** Each party is entitled to keep their personal effects and jewelry. The parties further agree to cooperate with each other in dividing the personal property located in the marital home. If the parties cannot agree the Court shall reserve jurisdiction to decide same.

**TAX RETURNS**

30. **2022 FEDERAL INCOME TAX RETURN:** The parties agree to file a joint tax return for 2022 and to equally divide any tax refund and be jointly liable for any tax liability.

31. **Child Tax Credit:** The Husband shall be entitled to claim the eldest minor child on his Federal Income Taxes every year and the Wife shall be entitled to claim the youngest minor child every year on her Federal Income Taxes. When the eldest child is no longer able to be claimed for Federal Income taxes the parties shall rotate with the Husband being able to claim in even years and the Wife able to claim the youngest minor child in odd years.

**ATTORNEYS FEES**

32. Each party shall be responsible for their attorneys and costs incurred up through the date the Final Judgment of Dissolution of Marriage is rendered.

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IN WITNESS WHEREOF, the parties have signed and acknowledged this Agreement on the this

29<sup>th</sup> day of December, 2022.

*Danielle Stevens*

**DANIELLE STEVENS**  
Wife

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared  via personal appearance or via  online appearance, DANIELLE STEVENS, the person described in and who executed the foregoing instrument, who acknowledged before me that she executed the same, and that she is personally known to me ( ), or that I relied upon the following form of identification FL DL.

WITNESS my hand and official seal in the County and State last aforesaid this 29<sup>th</sup> day of December, 2022.

*Stephanie A Hayes*  
NOTARY PUBLIC  
*Stephanie A Hayes*

My Commission Expires:



Stephanie A. Hayes  
Notary Public  
State of Florida  
Comm# HH247785  
Expires 9/14/2023

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John Stevens  
**JOHN STEVENS**  
**Husband**

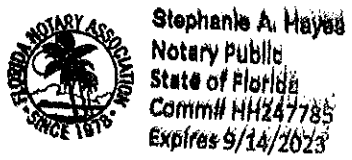
STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared [ ] via personal appearance or via [ ] online appearance, JOHN STEVENS, the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, and that he is personally known to me ( ), or that I relied upon the following form of identification FL DL.

WITNESS my hand and official seal in the County and State last aforesaid this 29<sup>th</sup> day of December, 2022.

Stephanie A Hayes  
NOTARY PUBLIC  
Stephanie A Hayes

My Commission Expires:



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