

In re the matter of:

**Meghan Pasicznyk,**  
Wife

AND

CASE NO.:

**John Pasicznyk,**  
Husband

### MEDIATION AGREEMENT

The parties having met December 12, 2023, January 4, 2024, and \_\_\_ agree to the following provisions in this mediated agreement with the assistance of Keith Grossman, Mediator.

#### Non-Financial Issues:

1. **Marriage:** The parties are Husband and Wife, having been married to each other on October 24, 2009 in Indianapolis, Indiana.
2. **Dissolution of Marriage:** The parties agree to Dissolution of Marriage and agree their marriage is irretrievably broken.
3. **Parenting Plan:** See Attached.

#### Financial Issues:

1. **Equitable Distribution:** The parties agree to the following division of the assets and debts of their marriage.
  - A. Marital Home: The parties jointly own a home located at 3750 Crayton Rd, Naples, FL 34103.
    - i. The parties agree to list the marital home for sale by March 1, 2024.
    - ii. The parties will equally share the proceeds from the sale of the home.
    - iii. Until the home is sold, the Wife will continue to reside in the home until the sale of the home is final. The Husband may stay in the

\_\_\_\_\_  
M.P.

\_\_\_\_\_  
J.P.

marital home during any period the Wife is out of town. The Wife shall notify the Husband if she plans to be out of town, and the Husband shall notify the Wife if he intends to stay in the marital home.

- iv. The Wife will pay all utility bills and general maintenance costs during her possession of the home. During the Wife's possession of the home, the Wife shall pay the mortgage, property taxes, and home insurance. The Husband shall contribute \$3,000.00 per month towards the mortgage, property taxes, and home insurance. The parties shall share paying any agreed-upon repairs.

**B. Vehicles**

- i. The Husband shall solely own the jointly titled 2015 Porsche Carrera GTS convertible. The Wife waives any interest in the property. The Husband shall indemnify and hold harmless the Wife for any indebtedness thereon.
- ii. The Wife shall solely own the 2020 Mercedes AMGGLC63S, which is currently titled in the Husband's individual name. The Husband waives any interest in the property. The Wife shall indemnify and hold harmless the Husband for any indebtedness thereon.
- iii. Each party shall transfer, by Power of Attorney or transfer of actual title, by October 1, 2024, their interest in the vehicle to be received by the other party as a part of this settlement.
- iv. The parties agree to sell the golf cart and equally divide the proceeds. They shall equally share the expenses associated with the golf cart until it is sold. The parties may agree that one party may purchase the other party's interest in the golf cart.

**C. Investments:** The parties shall equally divide the following investment assets:

- i. Jointly titled Palatine Hill investment account. The parties shall equalize the division of the assets within this account with the assistance of their financial advisor.
- ii. Genesis Digital Assets (private company investment). The parties shall equally divide the existing shares of stock.

**D. Cigna Stock**

- i. The Wife shall solely own the Cigna stocks already in the parties' possession. The Husband waives any interest in the property. The Husband shall cooperate fully with transferring the title of the stock certificates to the Wife.
- ii. The parties shall equally divide the vested Cigna stock options (net of tax withholdings) as of 11/15/2023. The Husband shall cash the vested shares at his discretion during the open trading period.
- iii. The Husband shall receive 25% of the unvested Cigna stock options and the Wife shall receive 75% of the unvested Cigna stock options (as of 11/15/2023). These unvested stock options

- shall be received net of tax withholdings. They may cash the unvested shares at their discretion during the open trading period.
- iv. The Husband shall receive 25% of the unvested Restricted Stock Units (RSUs) and the Wife shall receive 75% of the unvested RSUs (as of 11/15/2023). These unvested RSUs shall be received net of tax withholdings. These unvested RSUs shall be transferred to the Husband upon the RSUs vesting.

**E. Bank Accounts**

- i. The parties have divided the following bank accounts:
  1. Joint Chase checking account
  2. Joint AmEx savings account
- ii. The parties shall use the Husband's Chase checking account xx1716 to equalize the exchange of all marital property.

**F. Retirement Accounts:**

- i. The parties have the following retirement accounts:
  1. Husband's Voya 401k
  2. Husband's Schwab IRA
  3. Wife's Prudential 401k
  4. Wife's Schwab IRA
- ii. The parties shall equalize the division of the retirement accounts by the Wife transferring \$238,740.00 from her Prudential 401k to the Husband's newly created Prudential IRA. The parties shall maintain ownership of their existing retirement plans and each party waives any additional interest in the other party's retirement plans.
- iii. A Qualified Domestic Relations Order (QDRO) shall be completed to effectuate this division. The QDRO shall be paid equally by the parties and shall be started within thirty (30) days of the issuance of the Final Judgment of Dissolution of Marriage. The parties shall work together cooperatively to complete the QDRO.

**G. Husband's Businesses:** The Husband has a partial ownership interest in two related businesses – 50% of Britely Dentures and Implants - Bonita Springs and 10% of Britely Dentures and Implants - Sarasota.

- i. The Husband shall solely own the businesses. The Wife waives any future interest in the property. The Husband shall indemnify and hold harmless the Wife for any indebtedness thereon.
- ii. The Husband and Wife shall equally divide the first \$350,000.00 net proceeds of any future sale of the Britely offices. The Husband shall receive 75% net proceeds of any sale value above \$350,000.00 and the Wife shall receive 25% net proceeds of any sale value above \$350,000.00.
- iii. Additionally, in July 2023, the Husband's wages from the companies were reduced by 30%. In the event the Husband is repaid the 30% for the wages from July 2023 through December 1, 2023, the Wife is entitled to receive half of the amount received by

the Husband. The parties acknowledge the maximum total amount that the Wife would be entitled to receive is \$32,158.92.

- H. College Fund:** The parties have established a 529 plan for their minor child. The parties agree to continue to maintain the account jointly. The parties do not intend to contribute additional funds to this account and recognize they may agree to fund it again in the future. Neither party shall withdraw any funds from, borrow money against, or otherwise encumber this account without agreement between both parties.
  - I. Meridian Hills Country Club (MHCC) membership:** The Husband shall be entitled to maintain this membership and pay the annual fee associated with the membership. The Husband agrees to maintain the Wife as the second person on the membership, so she may use the facilities. The Wife may be removed by the Husband from this membership if he wishes to add another person to the membership in the future. The Wife understands that MHCC may remove her from the membership upon the finalization of the divorce.
  - J. Baywater Boat Club membership:** The Husband shall be entitled to maintain this membership and pay the monthly fee associated with the membership. The Husband must remove Wife's name from the membership to remove any obligation she may currently have. The Husband shall indemnify and hold harmless the Wife for any indebtedness associated with this membership.
  - K. Family Pet:** The parties' family pet, Greta, shall reside with the Wife. The parties shall equally share all related expenses, including boarding the pet when the Wife is out of town and the Husband will not be caring for the pet. The parties shall equally share long-term care expenses and decision-making. The parties may mutually agree to modify this clause in the future.
  - L. Personal Property:** The parties shall continue to divide their personal property.
  - M. Medical Insurance:** The Husband shall notify the Wife before the issuance of the Final Judgment of Dissolution of Marriage if he desires to maintain the existing medical insurance for himself through COBRA. This medical insurance coverage for the Husband shall be paid by the Husband.
- 2. Alimony:** The parties agree there is need and ability to pay alimony. Therefore, the parties agree to the following spousal support alimony:
- A. Durational Alimony,** which shall be paid in the following manner:  
Husband shall pay to Wife \$3,750.00 per month until June 1, 2034, Wife's remarriage, a supportive relationship pursuant to Florida Statute 61.14, or death of either party.
  - B. Date of Payment:** The first payment is due on January 1, 2024, and on the 7th of each month thereafter. The Husband shall pay the alimony directly to the Wife.
  - C. Both parties agree there are no arrearages.**

- D. Modification of Alimony: The amount of alimony and the entitlement to additional alimony for either party is modifiable. Furthermore, if both parties mutually agree to relocate outside of a 50-mile radius from the current location based on the following criteria:
- i. As part of the evaluation of the cost of housing, only comparable homes in comparable neighborhoods are used. If we have any dispute about what constitutes comparable, an independent, mutually agreed upon, professional relocation realtor would be used to help in that determination.
  - ii. Housing support ends if a comparable home in a comparable neighborhood can be purchased with a monthly mortgage payment not to exceed 25% of Meghan's monthly take-home salary.

**3. Child Support:**

A. **Monthly Child Support Payments.** The Husband agrees to provide the Wife child support in the amount of \$295.00 monthly for the support of the one child. Child support payments shall begin January 1, 2024 and on the 7th of each month thereafter.

B. **Termination of Child Support.** The parties agree the child support obligation will automatically terminate for one of the following reasons:

- i. either on the child's eighteenth birthday or between the ages of 18 and 19 (if the child is enrolled in high school with a reasonable expectation of graduation before the age of 19), whichever is later.
- ii. if the child dies.
- iii. if the child becomes emancipated.
- iv. if the child marries.

C. **Payment of Child Support:** Although Florida Statute 61.13(1)(d) requires all child support orders to require direct payment of child support through the court depository, we agree that there is good cause for an Income Withholding Order not to go into effect immediately, that support payments shall be paid directly, and that direct payments are in the best interest of the child(ren). This agreement does not prevent either of us from applying to the court depository to require future payments to be made through the depository. Income deduction shall take effect automatically upon a delinquency equal to 30 days support.

D. **Medical Insurance & Expenses:** The Wife agrees to continue to provide health insurance coverage for the child. Both parties agree to be responsible for any medical, dental, orthodontic, optical, psychological, and other health related care costs not covered by insurance equally. All medical expenses shall be promptly submitted to the insurance carrier. The party who incurred the uncovered expense shall provide the other party with a receipt and shall be reimbursed one-half of the expense within

thirty (30) days. Each party shall keep copies of all medical expenses incurred during the minority of the child.

**E. Tax Deduction:** The Mother shall claim the child as dependent for income tax purposes in odd-numbered years and the Father shall claim the child in even-numbered years subject to IRS rules and regulations. The parties shall execute the appropriate forms to transfer the dependency tax benefits subject to the contempt powers of the court.

**F. Life Insurance:**

- i. As security for payment of child support, each party shall maintain their existing life insurance policies for \$1,000,000.00 until the child is 18 years old. Both parties shall establish a trust for the benefit of the minor child and both parties shall assign the trust as the beneficiary of the life insurance policies.
- ii. The existing life insurance policies are as follows:
  1. Protective Life Insurance xx2814 (Wife)
  2. Protective Life Insurance xx2813 (Husband)
- iii. Each party shall provide the other party proof of renewal of their life insurance policy annually.

Miscellaneous:

- A. By signing this agreement, each party states that he/she has had an opportunity to carefully review this agreement and understands its provisions. Each party has had an opportunity to consult with an Attorney of his/her choice. Each party states that no party in the negotiation has utilized any duress, undue influence or fraud and that this agreement is fair and reasonable.
- B. Each party warrants that Keith Grossman has advised them to obtain legal advice.
- C. Each party acknowledges and agrees that neither of them will call upon Keith Grossman as a witness in any court proceeding nor shall they subpoena any records or documents relating to the mediation process. They acknowledge that all discussions during the mediation process are for settlement purposes only.
- D. Each party is individually responsible for his/her respective Attorney Fees.
- E. The parties equally share the cost of this mediation with a bill being provided at this conference.

Date \_\_\_\_\_

\_\_\_\_\_  
**Meghan Pasicznyk, Wife**

\_\_\_\_\_  
**John Pasicznyk, Husband**

DRAFT

\_\_\_\_\_  
M.P.

\_\_\_\_\_  
J.P.