

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI- DADE COUNTY, FLORIDA

FAMILY DIVISION

IN RE: THE MARRIAGE OF

CASE NO. 2015-26360 FC 39

EVELYN STEFANONI,
Petitioner

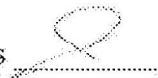
and

JAVIER STEFANONI,
Respondent.

SETTLEMENT AGREEMENT

(Parenting Plan is a separate document)

Husband's Initials _____



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Wife's Initials _____



Recitals

THIS AGREEMENT, made this 25th day of April 2017, by and between EVELYN STEFANONI hereinafter called the "Wife" and JAVIER STEFANONI hereinafter called the "Husband."

WITNESSETH:

WHEREAS, the parties hereto are husband and wife and were married to each other May 9, 1998, in Miami, Florida.

WHEREAS, there are two (2) minor or dependent children subject to these proceedings, and a separate Parenting Plan shall be prepared.

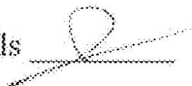
WHEREAS, certain disputes have arisen between husband and wife, which both parties acknowledge have caused irreconcilable differences.

WHEREAS, as a result of disputes and irreconcilable differences the parties have separated and are now living apart, and intend to continue to live apart during the remainder of their natural lives.

WHEREAS, it is the desire and intention of the parties hereto that their rights be finally determined by Agreement.

WHEREAS, the Wife has instituted a Petition for Dissolution of Marriage in the above styled cause and each of the parties hereto recognize the fact that it would be to the financial and emotional detriment of each to become involved in prolonged litigation, and therefore the parties desire to enter into this Mediated Settlement Agreement in settlement of all rights and claims each may have against the other.

Husband's Initials



Wife's Initials



NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the parties hereby covenant, promise, and agree to and with each other as follows:

Alimony:

The Wife and Husband agree that the Husband shall pay to the Wife the sum of \$1.00 per year as and for alimony for a period of 8 years. This amount may be modified pursuant to a substantial change of circumstances as provided in §61, Florida statutes.

Equitable Distribution:

The parties agree to the following division of their assets and liabilities as follows:

- The Wife shall keep as her own, and be responsible for all payments, in connection with the home located at 10465 SW 43 Terr., Miami, FL.
- The Wife shall keep as her own and be responsible for all payments as well as all rental income for the lot located at 65821 Overseas Hwy., #291, Long Key, FL, except that the Husband shall pay to Outdoor Resorts at Long Key whatever sums are due for the month of March, 2017, and the Wife shall be responsible for the April payment and any rental income going forward. The Husband shall have a right of first refusal to purchase this property at fair market value while any child is still a minor.
- The Husband shall keep as his own and be responsible for any payments due for the property located at 14060 SW 39 Street, Miami, FL.
- The Husband shall keep as his own and be responsible for all payments associated with ownership of the lot located at 4241 SW 85 Av., Miami, FL.

Husband's Initials



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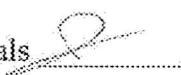
Wife's Initials




- The Husband shall keep and be responsible for payment of the Nissan Altima automobile.
- The Wife shall keep as her own and be responsible for payment of the Chevy Traverse lease.
- The Husband shall keep as his own the funds in his Mattress Firm 401K account except that he shall transfer the sum of \$175,000 from his 401k account into the Wife's name through QDRO or other manner as may be required.
- The Wife shall keep as her own the funds in her Thrift Savings Plan.
- The Husband shall have prepared, at his expense, a Qualified Domestic Relations Order to transfer into his name one-half of the marital portion of the funds of the Wife's Federal Employees Retirement System (FERS) (defined as from the date of the Wife's hire to the date of filing the dissolution of marriage action).
- Each party shall be responsible for payment of their own credit card debts.
- Each party shall keep, free from any claim of the other, all of their individual financial accounts except as herein provided.

Private School:

The older child is currently enrolled in Christopher Columbus High School. The younger child attends a public charter school. It is the intention of the parties that both children graduate from Columbus. The parties agree to divide the cost of tuition, books, uniforms, extracurricular activities, laptop fees, tutoring, and general school expenses in the same proportion as the child support guidelines. This provision may be altered based on a substantial change of

Husband's Initials 

Wife's Initials 

circumstance or the father not meeting his projected income as provided in the child support guidelines which are attached.

Prepaid College Plan:

The parties have previously purchased a prepaid college plan for the benefit of the minor children. The parties agree that these funds shall be used to fund the children's post-high school education. That is, the funds shall be used to pay for college, university, or technical school.

Life Insurance:

The Husband agrees to purchase and maintain term life insurance for so long as there is a minor child subject to these proceedings. The amount of the insurance shall be the highest amount which the Husband can obtain for a \$50.00 monthly premium.

Dismissal of Civil Case:

As part of the consideration for this Agreement, the Wife agrees to dismiss her civil case under Case Number 2016-33256 CA 01 with prejudice.

Attorney's Fees and Costs:

Each party agrees to be responsible for his or her own attorneys' fees incurred in this action.

Payment of Guardians' Fees:

The parties shall be equally responsible for payment of the Guardian ad Litem's fees which shall be made payable directly to the Law Offices of Gloria C. Gonzalez, PA. Each party shall pay the sum of \$1,650 for a total of \$3,330.

Incorporation into Final Judgment:

Husband's Initials



Wife's Initials



The parties acknowledge that there is presently pending a case in the Circuit Court of the Eleventh Judicial Circuit in and for Dade County, Florida, bearing Case No. 2015-26360 FC 39. It is understood and agreed that this Agreement shall be offered into evidence in said dissolution action, and if accepted and approved by the Court, shall be incorporated by reference in the Final Judgment that may be entered. However, notwithstanding incorporation in the Judgment, this Agreement shall not be merged in, but shall survive the Judgment and shall be binding on the parties for all time.

Severability:

Each of the provisions of this Agreement are separate and independent of one another. Either party may insist upon the enforcement of a provision without insistence upon or waiver of the right of the party to compel performance of another provision of this Agreement.

Florida Law:


The parties agree that this document was executed in the State of Florida, and that Florida law shall govern its interpretation and execution. Both parties acknowledge that they have been informed of their right that, in accordance with Florida law as presently exists.

Full Agreement:

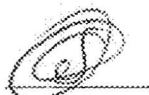
This Agreement constitutes a full and complete settlement of the property rights of the parties, all terms and provisions herein being interrelated and dependent covenants and as such, constituting a complete marital settlement agreement, except of a Parenting Plan which shall be furnished via separate document.

Default:

Husband's Initials



Wife's Initials



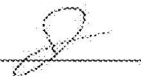
In the event either party to this Agreement defaults in his or her obligation hereunder, the party in default shall be liable to the non-defaulting party for all reasonable expenses incurred, including travel, attorney's fees, and court costs for the enforcement of obligations created by this Agreement.

Legal Representation:

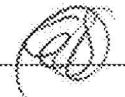
Each party acknowledges that he or she has been informed and fully understands his and her respective legal rights and the full purport of this Agreement; that each has had full knowledge of all information relating to the financial affairs of the other and has ascertained and weighed all of the facts and circumstances likely to influence his or her judgment thereon. The parties acknowledge that they have received NO LEGAL ADVICE REGARDING FEDERAL INCOME TAXES and so are not relying on any representations made by the undersigned attorneys. Each party believes this Agreement to be fair, just and equitable and signs it freely and voluntarily, intending to be bound by it. In connection with the negotiation and execution of this Agreement, the PETITIONER has been represented by The Law Office of Jose Medina, 8603 S. Dixie Highway, Suite 404, Pinecrest, Florida 33143. The RESPONDENT has been represented by Gustavo Gutierrez, Esq. The RESPONDENT acknowledges that he/she has had ample opportunity to discuss this agreement with counsel of his/her choosing and is entering into this agreement freely and voluntarily with the understanding that he/she recognizes that the Law Office of Jose Medina did not represent him/her.

Captions:

Husband's Initials



Wife's Initials



Paragraph captions have been used throughout this Agreement for convenience and reference only and are not intended to and shall not be used in any manner whatsoever in the instruction or interpretation of this Agreement or any provision thereof.

Documents:

Each of the parties hereto shall execute any and all instruments, documents, or legal papers necessary to carry out fully the terms, conditions and covenants contained in this Agreement.

Each of the parties hereto shall, in addition, provide the other with evidence of, or necessary for, compliance with the terms, conditions and covenants contained in this Agreement.

Financial Disclosure:

Each party acknowledges receipt of full financial disclosure from the other.

Release of all Claim:

The Husband and Wife mutually renounce and relinquish all claims of any nature that each may have in the property or estate of the other.

Covenant against Charging Credit of Others:

Neither party shall at any time contract nor incur any liabilities on behalf of the other, nor take any action which might obligate or charge the credit of the other in any way except as provided herein.

Miscellaneous:

A. Florida law shall govern the validity, construction, interpretation, and effect of this Agreement.

Husband's Initials




Wife's Initials




B. In the event that it becomes necessary to construe this Agreement under the Florida Rules of Evidence, this Agreement shall be construed as having been written and prepared jointly by the parties.


C. Should it become necessary for either party to seek enforcement of this Agreement through Court proceedings, the prevailing party shall be entitled to recover from the other party all attorney's fees and costs incurred in said enforcement.




Jose Medina, Esq.
Attorney for the Wife




Wife



Gustavo Gutierrez, Esq.
Attorney for the Husband



Husband

Husband's Initials 

Wife's Initials 