

IN THE CIRCUIT COURT OF THE
NINETEENTH JUDICIAL CIRCUIT
IN AND FOR ST. LUCIE COUNTY,
STATE OF FLORIDA

IN RE: THE MARRIAGE OF:

CASE NO.: 56-2023-DR-000353

DWAN JULIEN THOMPSON,

Petitioner/Wife,
and

REGINALD JEFFERSON THOMPSON

Respondent/Husband.

_____ /

MEDIATION AGREEMENT

The parties, DWAN J. THOMPSON and her attorney MICHELLE S. POLOM Esquire and REGINALD J. THOMPSON and his attorney LORI I. STEGER, Esquire met remotely and fully mediated all issues presently pending on July 26, 2023 and agree as follows:

1. THE PARTIES UNDERSTAND THIS AGREEMENT AND THEIR RIGHTS AND OBLIGATIONS CONTAINED HEREIN, HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY, HAVE HAD EVERY AVAILABLE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR OWN CHOOSING, HAVE HAD ALL QUESTIONS ANSWERED TO THEIR SATISFACTION AND INTEND TO BIND THEMSELVES TO THE TERMS AND CONDITIONS CONTAINED HEREIN. This Agreement is intended to be a full, final and binding settlement of all issues of the Dissolution of Marriage action which has been filed in St. Lucie County, Florida. This Agreement shall be submitted to the Court and shall be made a part of any final judgment or other appropriate order as the Court may deem just and proper.

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2. By agreement of the parties and their counsel, the Mediation Agreement will be e-filed by the Mediator.

3. The parties were married on December 12, 2008.

4. There are no minor children born to the parties and neither party is pregnant.

5. The parties own the marital home located at 2141 SE Mandrake Circle, Port St. Lucie, Florida. The home is encumbered by a mortgage with RezNet and a home equity line of credit with American Airlines Credit Union. The mortgage and the home equity line of credit are held solely in the Husband's name.

A. The Husband will have the exclusive use, ownership, and possession of the home.

B. The Husband will pay to the Wife the following:

(1) Within 5 days from the date of this Agreement, the Husband will transfer \$36,500.00 from the Husband's American Airlines Credit Union Account #131 into the Wife's American Airlines Credit Union Account #2578; and

(2) Within 5 days from the date of this Agreement, the Husband will pay the sum of \$12,000.00 by bank transfer into the Wife's American Airlines Credit Union Account #2578;

(3) The Wife will receive 100% of the Husband's two (2) accounts with Fidelity (Acct. #901-17- balance of \$24,614.40 as of July 26, 2023 and Acct. 170 - balance of \$10,746.48 as of July 26, 2023) via account transfer. The Husband will provide the account information to the Wife within 5 days. The Wife will provide the necessary account information to the Husband to effectuate the transfer. The Husband will apply for the transfer within 5 days of receipt of the account information from the Wife.

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C. Commencing on September 1, 2023 and on the first day of each month thereafter, the Husband will pay to the Wife the sum of \$1,000.00 for a period of 17 consecutive months as and for equitable distribution. Said payment will be made by bank transfer into the Wife's American Airlines Credit Union Account #2578. This provision shall be enforceable by contempt.

D. Within ten (10) days from the date of this Agreement, the Wife will execute a Quit Claim Deed which transfers her interest in the home to the Husband. The original deed will be held by the Wife's attorney. A copy of the deed will be submitted to the Husband's attorney. Upon the Wife's receipt of the transfer of the \$36,500.00 from the Husband's American Airlines Credit Union Account (as set forth in Paragraph 5B above), and the payment of \$12,000.00 (as set forth in Paragraph 5B above) and the full payment of the \$17,000.00 (as set forth in Paragraph 5B above), and the transfer of the two Fidelity accounts (as set forth in Paragraph 5C above) the original deed will be given to the Husband.

E. The Husband shall be solely responsible for and shall hold harmless and indemnify the Wife from any and all expenses and liabilities related to the home, including the mortgage, home equity line of credit, taxes, insurance, utilities, repairs, and maintenance.

F. The parties believe that the Wife has no financial liability or obligation for the mortgage or home equity line of credit on the marital home. However, should the Wife receive a letter from a financial institution stating that she has been denied a loan *due to her financial obligation on either the mortgage or the home equity line of credit on the marital home*, then she will submit a copy of the letter to the

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Husband. Within 90 days from the date that he receives a copy of the letter, the Husband shall refinance the mortgage and/or the home equity line of credit (as stated in the letter for the basis of a denial of a loan) or otherwise remove the Wife's name from liability on the loans on the marital home.

G. The parties acknowledge that the Wife's share of the equity in the marital home is being paid to her by the payments and the account transfers set forth in Paragraph 5 above.

6. The Husband has a 401(k) account with Fidelity (Account #74375).

A. The marital portion of the 401(k) is the value of the amount accumulated from December 12, 2008 to February 8, 2023. The Wife is entitled to 50% of the marital portion of the 401(k), plus or minus any gains or losses as of the date of distribution.

B. The Wife's portion of the 401(k) shall be distributed via Qualified Domestic Relations Order. The parties acknowledge and agree that neither of the attorneys representing them in this cause will prepare or render legal advice regarding the QDRO. Rather, the parties will retain Matthew Lundy, Esquire to prepare the QDRO. Initial application will be made within thirty (30) days of the date of this Agreement. The parties shall each be responsible for one-half (1/2) of the cost of obtaining the QDRO.

7. The Husband has a pension through AT&T as a result of his employment which began prior to the marriage.

A. The marital portion of the pension is the value of the amount accumulated from December 12, 2008 and February 8, 2023. The Wife is entitled to 50% of the marital portion of the pension, plus or minus any gains or losses as of the date of distribution.

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B. The Wife's portion of the pension shall be distributed via Qualified Domestic Relations Order. The parties acknowledge and agree that neither of the attorneys representing them in this cause will prepare or render legal advice regarding the QDRO. Rather, the parties will retain Mathew Lundy, Esquire to prepare the QDRO. Initial application will be made within thirty (30) days of the date of this Agreement. The parties shall be equally responsible for the cost of obtaining the QDRO.

8. The Wife shall have the exclusive ownership of the following accounts:

- A. Wife's Fidelity IRA #6387
- B. Wife's Fidelity 401(k) #4061
- C. Wife's Morgan Stanley Acct #1367
- D. Wife's Fidelity Stock Acct #5193
- E. Wife's Amazon Restricted Stock Account
- F. Regents Checking Account #4037
- G. Regents Savings Account #3943
- H. American Federal Credit Union Checking Account #2578
- I. American Federal Credit Union Checking Account #2578-S0050

9. Except as otherwise specified above, each party shall receive any and a funds, balance, or benefits from any account currently held in the party's individual name now existing, including but not limited to any bank account, certificate of deposit, retirement account, or any other account held solely in that party's name. The other party hereby waives and releases any and all claims or interest therein.

10. The Husband shall have the exclusive use, ownership, and possession of the 2005 GMC Sierra. The Wife shall have the exclusive use, ownership, and possession of the 2011 Audi.

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11. The Wife shall have the exclusive use, ownership, and possession of the following personal property:

- A. Bed and Mattress from Master Bedroom
- B. 2 Black and Gold Chairs from Living Room
- C. Desk, Chair, Television, and Lamp from Office
- D. 4 Signed Jazz Fest Posters
- E. Wife's Clothing, Jewelry, and Personal Effects

12. The Husband shall have the exclusive use, ownership, and possession of all personal property located in the marital home except for those items set forth as the Wife's property above.

13. The Husband shall be solely responsible for and shall hold harmless and indemnify the Wife from the following debts:

- A. Mortgage with RezNet
- B. Home Equity Line of Credit with American Airlines Credit Union; and
- C. Any and all credit cards and other debts held solely in the Husband's

name.

14. The Wife shall be solely responsible for and shall hold harmless and indemnify the Husband from the following debts:

- A. Any and all credit cards and other debts held solely in the Wife's

name.

15. Each party hereby waives the right to claim or receive any alimony from the other party of any type or kind, now or in the future.

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16. The parties shall each be responsible for his/her own costs and attorney's fees incurred in this action.

17. The parties acknowledge and agree that all provisions of this Mediation Agreement are enforceable by contempt.

18. The foregoing agreement has been entered into freely and voluntarily without undue influence, fraud, coercion or misrepresentation and each is satisfied with the financial disclosure they have received from the other party.

19. This agreement constitutes the entire contract between the parties and any prior understandings or agreements made by them on the subjects covered in this agreement.

20. The parties acknowledge that they are satisfied with the disclosure of all finances, assets, debts, and obligations. The parties have each had advice of counsel with respect to this Agreement and each them recognizes that further discovery could have been made, but they have knowingly chosen not to engage in further discovery.

21. Each of the parties shall execute and deliver to the other party any documents that reasonably may be required to accomplish the intention of this instrument and shall do all other necessary things to this end. If either party shall fail to comply with the provisions of this paragraph, this agreement shall constitute an actual grant, assignment and conveyance of property and rights, in such manner and with such force and effect as shall be necessary to effectuate the terms of this agreement.

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22. Within 10 days from the date of this Agreement, the Wife will go to Chase Bank and remove her name from the parties' joint checking account #8798. The balance in the account will be paid to the Husband.

23. The parties agree that if either party discovers any assets that were not included in a party's financial affidavit, then the party that discovers the asset shall be entitled to 100% ownership of the asset(s).

24. The parties shall each pay one-half of the mediator fees due this date by providing an authorized debit or credit card for processing through PayPal.

Dated this 26th day of July, 2023.

Dwan J. Thompson

DWAN J. THOMPSON

Reginald J. Thompson

REGINALD J. THOMPSON

Michelle S. Polom

MICHELLE S. POLOM, ESQ.
Attorney for Wife
Florida Bar No. 74764
312 SE Detroit Avenue
Stuart, Florida 34994
msplaw@bellsouth.net

Lori Steger

LORI I. STEGER, ESQ.
Attorney for Husband
Florida Bar No. 27064
603 SW Cleveland Avenue
Stuart, Florida 34994
lori@stegerlaw.com

Dawn G. Kirk

DAWN G. KIRK, Mediator
Florida Bar No.: 879762
Mediator No.: 19939F
120 A.E. Backus Avenue
Ft. Pierce, Florida 34950
772-468-2077
dgkirkpa@aol.com

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JOINT STIPULATION APPROVING MEDIATION AGREEMENT

COME NOW the parties and hereby stipulate and agree as follows:

1. The Mediation Agreement executed by the parties on the 26th day of July, 2023 should be approved by this Court.

Dated this 26th day of July, 2023.

Dwan J. Thompson

DWAN J. THOMPSON

Reginald J. Thompson

REGINALD J. THOMPSON

Michelle S. Polom

MICHELLE S. POLOM, ESQ.
Attorney for Wife
Florida Bar No. 74764
312 SE Detroit Avenue
Stuart, Florida 34994
msplaw@bellsouth.net

Lori Steger

LORI I. STEGER, ESQ.
Attorney for Husband
Florida Bar No. 27064
603 SW Cleveland Avenue
Stuart, Florida 34994
lori@stegerlaw.com