

FINAL

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

CASE NO. FMCE-18-011511 (36)

IN RE: THE MARRIAGE OF:

JAMES SCHWIER,

Petitioner/Husband,

and

PAMELA E. SCHWIER,

Respondent/Wife.

_____ /

WIFE'S NOTICE OF FILING
MARITAL SETTLEMENT AGREEMENT DATED JANUARY 27, 2020

Respondent/Wife, PAMELA E. SCHWIER, by and through her undersigned counsel,
hereby files the attached Marital Settlement Agreement dated January 27, 2020.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via Electronic Service of the Florida Courts E-Filing Portal to: **PAUL MILDENBERGER, ESQ.**, paralegal@joycejulian.com, 1323 S.E. 4th Avenue, Fort Lauderdale, Florida 33316 on this 30th day of January, 2020.

SCHUTTLE GREENBERG & MULLINS, LLC
Attorneys for Wife
2151 NW Boca Raton Blvd, Suite 100
Boca Raton, Florida 33431
Telephone: (561) 393-0565
courtfilings@schuttlergreenberg.com

By: /s/Tamara Grossman, Esq. for
Holly Davidson Schuttler, Esq.
Florida Bar No.: 746819

IN THE CIRCUIT COURT OF THE 17TH
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JAMES SCHWIER,

Petitioner/Husband,

and

PAMELA E. SCHWIER,

Respondent/Wife.

_____ /

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT (the "Agreement") is made this 27th
day of January, 2020, by and between PAMELA E. SCHWIER ("Wife") and JAMES
SCHWIER ("Husband").

PRELIMINARY STATEMENT

WHEREAS, the parties hereto were married to each other on July 30, 1994;

WHEREAS, Husband has filed a petition for dissolution of marriage in the above case,
and Wife has filed a counter-petition, and this Agreement is intended to be introduced into
evidence in such action, to be incorporated but not merged into a Final Judgment entered herein;

WHEREAS, the parties acknowledge that irreconcilable differences exist, that the
marriage is irretrievably broken, and that the parties intend to live separate and apart from each
other;

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WHEREAS, the parties wish to settle between themselves, now and forever, their respective rights, duties, and obligations regarding support, equitable distribution and attorney's fees and costs and all other issues that could be decided in this matter;

WHEREAS, the parties desire to effect a complete and mutual marital settlement agreement;

WHEREAS, each party has read this Agreement and understands its terms and consequences, and each party believes that this Agreement is fair, just, and reasonable; and

WHEREAS, each party has assented to this Agreement freely and voluntarily, without coercion or duress.

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the parties have agreed and do hereby agree as follows:

1. **ACKNOWLEDGEMENT AND INTENT.** The Husband and the Wife acknowledge that the foregoing "Whereas" clauses are correct and represent the intent of both parties in entering into this Agreement and each rely thereon. They are incorporated herein by reference.

2. **CONTRACTS AND DEBTS.** Except as otherwise provided herein, each of the parties hereto represent that he or she has not and will not hereafter contract any debt, charge or liability in the name or upon the credit of the other or for which the other or the estate of the other might or could become liable and agrees, in any event, to indemnify and

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hold the other and the estate of the other harmless therefrom in all respects and each party shall be solely responsible for the debts incurred by that party.

3. **SEPARATION/NO INTERFERENCE.** The parties shall, at all times hereafter, live free from interference, authority and control, direct or indirect, by the other, as fully and to the same extent as if the parties were single and unmarried. Neither Husband nor Wife shall molest, defame, threaten or harass the other (in person, telephonically or in any other way), nor interfere with the business, personal affairs, or peace of the other.

4. **REPRESENTATION.**

A. **Acknowledgement of Legal Representation by Husband.**

Husband acknowledges that he has been represented by counsel of his own selection in the negotiation of this Agreement. Husband has been represented by Paul Mildenerger, Esq. of Joyce A. Julian, P.A., 1323 SE 4th Ave., Fort Lauderdale, Florida 33316. Husband has discussed each provision of this Agreement with his counsel and has had the opportunity to ask questions of his attorney with regard to same.

B. **Acknowledgement of Legal Representation by Wife.** The Wife


acknowledges that she has been represented by counsel of her own selection in the negotiation of this Agreement. Wife has been represented by Holly Davidson Schuttler, Esq., of Schuttler Greenberg & Mullins, LLC, 2151 N.W. Boca Raton Boulevard, Suite 100, Boca Raton, Florida 33431. Wife has discussed each provision of this Agreement with her counsel and has had the opportunity to ask questions of her attorney with regard to same.

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5. **KNOWLEDGE OF PARTIES.** The parties acknowledge that this Agreement was executed and agreed to with the full understanding of its purpose and meaning; and the execution of this Agreement is the free and voluntary act of each of the parties.

6. **DISCLOSURE OF PARTIES.** The parties have each exchanged full and complete financial disclosure and financial affidavits with the other and their financial affidavits have been filed with the Court in which their dissolution of marriage is currently pending. Each party represents that they have made a full disclosure of all of their respective assets (whether said assets are held in their name or are being held in the names of another person or entity for the party's benefit), liabilities, expenses and current income in their respective financial affidavits. Each party waives receipt of further documentation and discovery for purposes of entering into this Agreement. In the event one party has not fully disclosed all of his or her assets and assets are later discovered that were not disclosed, then the other party shall be entitled to seek relief pursuant to Rule 12.540, Fla. Fam. L.R.P. and other available legal, equitable, and administrative remedies. Through this section 6, the parties acknowledge, represent and warrant that each has disclosed all interests in any form of trust (either as beneficiary or trustee), whether express or otherwise, powers of attorney authorizing the use or control of assets in the name of another individual or entity, beneficial interests in any corporate entity (i.e. limited liability companies, corporations, etc.) or partnership, as well as any corporate opportunities that exist as of the date hereof.


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7. **HUSBAND'S WAIVER OF ALIMONY.** Husband completely waives any and all forms of spousal support, maintenance and alimony, including, but not limited to, temporary, bridge-the-gap alimony, rehabilitative alimony, durational alimony, lump sum alimony and permanent alimony from the Wife. Husband waives any right he has, if any, now or in the future, to any type or form of alimony, maintenance or spousal support whatsoever from the Wife, including, but not limited to bridge-the-gap, rehabilitative, durational, lump sum or permanent alimony or any other form or type of alimony, support or maintenance past, present or future. This waiver is irrevocable and non-modifiable for any reason whatsoever, including without limitation, changes in health, financial ability, foreseeable or unforeseeable circumstances, anticipated or unanticipated circumstances now existing or existing in the future.

8. **DURATIONAL ALIMONY.** As durational alimony, the Husband shall pay for the Wife beginning February 1, 2020, and each month thereafter on the first of the month, the mortgage, home equity line of credit, property taxes and homeowners' insurance on the Marital Residence described in paragraph 10.A below until January 31, 2030. The insurance on said property shall be at the same level of coverage and types of coverage (e.g. wind, flood, replacement) as the parties' currently have in effect. The Husband shall pay the mortgage, home equity line of credit, taxes and insurance directly to the creditors on behalf of the Wife until/unless Wife sells the residence. If Wife sells the marital residence prior to January 31, 2030, then the Husband shall pay directly to Wife the amount of the then existing monthly mortgage, \$1,600/month for the HELOC, the then real estate taxes up to \$1,500 per month

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and the then existing amount of insurance for the home per month until January 31, 2030. For example, if the taxes are \$1,000 per month and the mortgage is \$2905 per month and the insurance is \$775 per month then Husband must pay the Wife the sum of \$6,280 per month for alimony. Said alimony is non-modifiable as to length of time and modifiable as to amount only to the extent the mortgage, home equity line of credit, taxes and/or homeowner's insurance increases. However, Husband shall pay the real estate taxes directly to the taxing authority which sum shall not exceed \$18,000 per year. If the taxes exceed \$18,000 per year the Wife shall pay the taxing authority the sum above the \$18,000.00 that the Husband pays. This assumes that the Husband pays in the first month the taxes are owed and does not allow the taxes to increase by paying at a later date allowed by the taxing authority.

Husband's alimony obligation includes ~~20~~ 120 months of HELOC payments in the amount of \$1,600.00 per month. Husband shall have the option to prepay the HELOC payments. If Husband elects to prepay any HELOC payments he shall get credit for payments at a rate of \$1,600.00 per month starting with January 2030 and applied to each payment prior to that date in \$1,600.00 per month increments. For example, if Husband pays \$19,200.00 (i.e. \$1,600.00 X 12 months) in one lump sum on January 1st, 2022, the portion of his alimony obligation associated with the HELOC payment (i.e. \$1,600.00 per month) shall end on January 31st, 2029 instead of January 31st, 2030.

As durational alimony, the Husband shall continue to pay the Wife's health insurance through April 30, 2020 to Wife for her new policy so long as it is comparable in cost to COBRA coverage for her or for her COBRA coverage through April 30, 2020, whichever she

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elects. Husband shall deliver to Wife all information she needs to enroll in COBRA coverage from Husband's employer.

Alimony shall terminate upon Wife's remarriage.

9. LIFE INSURANCE. So long as Husband has an obligation to pay alimony pursuant to this Agreement, the Husband shall maintain the Brighthouse life insurance policy, account ending in xx0100, with the Wife listed as the irrevocable and sole beneficiary with a death benefit in the amount of at least \$613,000.00. ^{& policy ending in 7896 shall name Wife as the beneficiary for the remaining two years.} Wife shall transfer ownership to Husband. Husband will then have fifteen (15) days to provide proof of coverage to Wife along with a copy of written authorization to the company to communicate directly with Wife concerning the status of payment and beneficiary of the policy. Should Husband fail to make a scheduled payment on said policy and Wife makes the payment the Husband shall reimburse the Wife within fifteen (15) days of Wife sending Husband written notice of same. Should Husband fail to pay Wife she is entitled to interest on said payment and any additional payments for the premiums at the rate of 12% from the date she sends written notice. Husband shall re-designate Wife as the sole and irrevocable beneficiary immediately upon execution of the Final Judgment of Dissolution of Marriage, time being of the essence.

10. EQUITABLE DISTRIBUTION OF THE PARTIES' ASSETS AND LIABILITIES. Except as is set forth in the below each party shall be awarded as his/her sole and separate property which is designated as the property "distributed" to each party, respectively, and the other party forever waives all right, title, interest and claim in and to the property distributed to the other party.

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A. Marital Residence. The parties purchased during the marriage the real property known as 4501 W. Tradewinds Ave., Lauderdale by the Sea, FL 33308 (hereinafter referred to as "Marital Residence"), the legal description of which is:


Lot 18, Block 28, of SILVER SHORES SECTION OF
LAUDERDALE BY THE SEA UNIT B, according to the Plat
thereof, as recorded in Plat Book 31, Page 3, of the Public
Records of Broward County, Florida.

The Marital Residence is owned by both parties as tenants-by-the-entireties. The Husband shall convey all of his right, title and interest to such real property upon presentation to him by the Wife of a proper quit claim deed. The preparation and any and all attorney's fees and other fees and recording costs of any kind or nature with regard to the quit claim deed shall be the Husband's sole obligation. The Deed shall be held in escrow by Wife's attorney until she sells the home or until January 31st, 2030 or until Wife remarries. Wife shall have exclusive use, possession and ownership of and to such real property.

The Marital Residence is under construction and the parties have outstanding construction invoices and bills that need to be paid. The Husband shall pay these invoices and bills that allegedly total \$19,000.00. If the invoices are greater than \$19,000.00, the parties will pay the amount above the \$19,000.00 equally. If these invoices are less than \$19,000.00 then Husband shall pay Wife 50% of the difference between \$19,000.00 and the total. If a lawsuit regarding any of these vendors ensues, then the parties shall cooperate in that litigation and share equally the costs and recoveries of same.

The Wife shall be solely responsible for any and all costs associated with


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such real property including, but not limited to, utilities. Upon completion of the above referenced construction, the Wife shall be solely responsible for repairs.

As set forth in Paragraph 8 above, Husband shall pay the mortgage, home equity line of credit, real property taxes and homeowners' insurance on said property directly to the vendors on behalf of the Wife for so long as she owns the former Marital Residence. The homeowner's insurance shall be paid at the same level of coverage which shall include the increased square footage of the Marital Residence and types of coverage (e.g. wind, flood, replacement) as the parties' currently have in effect until January 2030.

B. Personal Belongings. Each party shall receive sole and exclusive ownership of his/her jewelry, clothing, and personal effects which are in his/her possession on the effective date of this Agreement, except as set forth below.

C. Furniture & Furnishings. Each party shall be entitled to retain the furniture, furnishings, appliances and electronics currently in his or her possession and/or currently maintained at the real property indicated in subparagraph A above, free from any and all claims of the other party.

D. Financial Accounts. Each party shall retain the financial accounts as set forth on attached **Exhibit A** as their sole and separate property. Each party hereby waives any and all right, title, and interest or claim in the other party's accounts.

E. Pension. Husband shall begin his withdrawal of his Warner Lambert/Pfizer pension upon reaching the age of 62, and represents and warrants Wife shall receive at least the sum of One Thousand Fifty-Four 63/100 Dollars (\$1,054.63) from said

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pension and that she has been designated and shall remain the 100% joint and survivor beneficiary on said pension plan. The parties shall use the services of Matt Lundy to prepare a QDRO for this pension and shall split the costs equally.

F. Flex Perks/Mileage. Wife shall be entitled to all of the Flex Perks on their joint US Bank account ending in xx4655. Husband shall be entitled to all of the Bank of America Mastercard xx1974 points. The parties shall execute all documents necessary to effectuate the intent of this paragraph.

G. Debt. Except as otherwise provided in this Agreement, and on attached **Exhibit A**, each party shall be fully responsible for all debts and liabilities in that party's name, including all credit card debt, and shall indemnify and hold the other party harmless therefrom, including but not limited to reasonable attorney's fees, costs, interest, penalties and other fees. Except as otherwise provided in this Agreement, each party represents and warrants to the other that he or she has not incurred any debts nor made any type of contract or credit or other arrangement, of any kind or nature whatsoever, for which the other or the other's estate may now be liable and that he or she will not, in the future, incur any debts nor make any type of contract or credit or other arrangement, of any kind or nature whatsoever, whereby he or she may be entitled to extensions of the credit of the other or arising under such circumstances as would or might permit anyone extending such credit to look to the other for payment. To the extent that either party has taken such action for which the other or the other party's estate may be liable, the party that took such action shall be solely responsible for the debt or contract and shall indemnify and hold the other party harmless for

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any and all costs, damages, attorney's fees and costs.

H. Nanocopocia Units. The Wife shall receive the value of 5,728 Class D-2 Units which represents 1/6 of the value in the Husband's 34,364 class D-2 units as of the date of this agreement. Said Units' interest shall not be physically transferred to Wife but she will be entitled to payment for redemption once the stocks can be sold or monetized. Husband shall advise Wife immediately upon a triggering event that allows him to sell or monetize the units. Husband shall have five (5) days to execute whatever orders Wife gives to Husband to exercise on her behalf for her units subject to the company's terms and conditions. Husband has a fiduciary duty to Wife to act in her best interest when executing the orders she gives to him for her units. At no time will Wife contact a representative or employee of the company to discuss the terms of this Agreement.

Should the Husband acquire or be awarded further Nanocopocia stock, the Husband shall be the sole owner of said future shares.

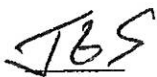
11. INCOME TAX RETURNS. The parties have filed joint income tax returns during the course of their marriage. If a deficiency assessment is made in connection with any filed joint tax return, the party receiving such notice shall notify the other at once in writing. Each of the parties warrants and represents that he or she has truthfully reported all information to the Internal Revenue Service pursuant to said joint tax returns. Further, each party warrants and represents that no interest or penalties are due and owing at the present time and that no tax deficiency or proceeding or audit is pending or threatened to the best

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of his or her knowledge and belief. In the event that any taxes, penalties or interest is due for any previously filed joint tax return, the Husband shall be liable for said taxes, interest and penalties and shall indemnify and hold Wife harmless from same. For 2019, the parties shall file joint tax returns. Husband shall be responsible for any taxes, interest and/or penalties, and shall receive any refund for the 2019 joint tax return. For 2020, the parties shall file separate tax returns.

12. WAIVER OF ESTATE RIGHTS. Except as provided in this Agreement, each party may dispose of his/her property in any way, and each party hereby irrevocably waives and relinquishes any and all rights he/she may now have or hereafter acquire, under the present or future laws of any jurisdiction (including but not limited to Fla. Stat. §732.403, as amended from time to time) to share in the property of the estate of the other as a result of the marital relationship, including without limitation, dower, curtesy, statutory allowance, family allowance, elective share, widow's allowance, homestead rights, right to take in intestacy, and any right to take against the Will of the other. Each party waives any and all rights or claims to be appointed the personal representative or administrator of the estate of the other or Trustee of the other party's Trust. Except as specifically provided for in this Agreement, each party irrevocably renounces, waives and disclaims any and all interest, rights or claims he/she may have as a beneficiary of and in and to all deferred savings accounts, pension plans, IRA's, retirement accounts of any kind (and will execute a waiver on an ERISA employee retirement plan), life insurance, annuities, Totten Trusts and other Trusts, of any kind, ITF accounts, survivorship accounts, POD accounts and Will substitutes, of any kind, of the other party. Each party agrees that the provisions of this


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Agreement are in full satisfaction of any and all claims each may have against the estate of the other, as spouse or creditor. Should a party's name still be reflected as a designated beneficiary, for whatever reason, including the other party's failure to remove same after the effective date of this Agreement as the designated beneficiary, then the party still designated shall execute documents reasonably necessary to reflect he/she shall not receive any benefit, he/she warrants that he/she shall make no claim to any benefit upon the death of the other party, and shall cooperate in good faith with any reformation action brought by the estate of the deceased party. As of the date of this Agreement, each party waives and renounces all rights to act as Attorney-in-Fact for the other under any Durable Power of Attorney, all rights to act as a Health Care Surrogate for the other, and all rights to act for the other under any Living Will Declaration. This Agreement may be presented to third parties as proof of such waiver and herein constitutes a resignation of such rights in such documents presently existing.

13. ATTORNEY'S FEES, COSTS AND SUIT MONIES. Husband shall pay the sum of \$23,900.00 to Wife within 15 days of the execution of the Agreement towards her attorney and forensic accountant fees and costs. To the extent either party seeks to compel enforcement (including contempt) and/or compliance with this Marital Settlement Agreement or to the extent a dispute arises concerning this Marital Settlement Agreement, including but not limited to the validity and/or interpretation hereof, the prevailing party shall be entitled to their reasonable attorney's fees, suit monies and costs in any such proceedings, including appellate court proceedings.

14. BANKRUPTCY. The obligations created by this Agreement as to each party

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to the other to do any act or pay money shall not be dischargeable in bankruptcy.

15. EFFECTIVE DATE OF THIS AGREEMENT. The effective date of this Agreement will be the date that the parties execute this Agreement or if they execute it separately then the date the last party executes this Agreement.

16. EXECUTION OF FUTURE DOCUMENTS. Each party agrees that he or she will execute any and all documents, instruments and other papers required to be executed in order to fulfill the terms and purposes of this Agreement. The party requesting a document to be executed shall be responsible for the preparation and delivery of such document to the other party.

17. RECONCILIATION. It is the intention of the parties that this Agreement remain in full force and effect, to the extent permitted by law, notwithstanding either: (a) any reconciliation between the parties and resumption of their marriage; or (b) dissolution of the marriage and subsequent remarriage of the parties, and each party waives any defense of reconciliation in the event of any future action to enforce this Agreement. The parties intend that any executory provisions of this Agreement that remain at the time of reconciliation shall not be affected or abrogated by reconciliation and that those provisions shall survive and be binding upon the parties nevertheless.

18. PARTIAL INVALIDITY. If any paragraph or portion of this Agreement is, in any proceeding, found to be invalid or unenforceable for any reason whatsoever, then such findings shall not invalidate the entire Agreement, and so much hereof as is not found invalid or unenforceable shall remain in full force and effect.

19. MODIFICATION OR WAIVER. A modification or waiver of any of the

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provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

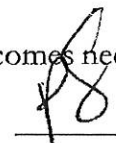
20. INDEMNIFICATION. The Husband hereby indemnifies and holds the Wife harmless from any expense or liability which he is obligated to pay pursuant to the terms of this Agreement. The Wife hereby indemnifies and holds the Husband harmless from any expense or liability which she is obligated to pay pursuant to the terms of this Agreement. The expenses and liabilities for which each party has indemnified the other pursuant to this provision include any expenses incurred by the party, including attorney's fees and costs, in defending any claim against them arising out of a liability which is the other party's responsibility to pay and satisfy as provided in this Agreement, as well as any amount the party is required to pay to satisfy any such claim brought against them.

21. BINDING EFFECT OF AGREEMENT. All provisions of this Agreement shall be binding upon the parties hereto, their respective personal or legal representatives, heirs, next of kin, executors, administrators or assigns.

22. DRAFTSMANSHIP. This Agreement shall not be construed more strictly against one party than against the other, it being recognized that both the Husband and the Wife individually and/or through their lawyers have contributed substantially and materially to the preparation of this Agreement.

23. CONSTRUCTION OF AGREEMENT. In the event it becomes necessary


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for any reason to construe this Agreement, this Agreement will be construed as being prepared and written by and on behalf of both parties hereto and neither party shall be entitled to claim the benefit of any ambiguity from the drafting hereof.

24. ENTIRE UNDERSTANDING. Except as set forth herein, the parties have incorporated in this Agreement their entire understanding. No oral statement or prior written matter extrinsic to this Agreement concerning the rights, duties, or obligations of either party hereto or to the other shall have any force or effect except as set forth herein.

25. CHOICE OF LAW. The laws of Florida shall govern the validity, construction, interpretation and effect of this Agreement, without regard to any other jurisdictions or countries, principles, or conflicts of law.

26. COUNTERPARTS. This Agreement shall be signed in original form. In addition, one or more copies of this Agreement may also be originally signed. When the copies are executed with the same formality and in the same manner as an original Agreement, the copies shall constitute an original Agreement and shall be admissible as evidence in any court proceeding.

27. HEADINGS OR CAPTIONS DO NOT ALTER MEANING. The headings of the several Sections hereof are inserted solely for the convenience of reference and shall have no further meaning, force, and effect.

28. ARTICLES AND SECTIONS. If and when the word "Article" is used herein, it shall refer to the numbered item and all of the Sections and sub-sections thereunder. When the word "Section" is used herein it shall refer only to that particular numbered decimal item and all the sub-sections thereunder.

29. LEGAL REPRESENTATION.

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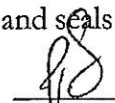
A. Each party is satisfied with the disclosure made by the other, and chosen not to pursue further discovery.

B. Each party is satisfied with the legal representation rendered by his/her lawyer. All of the terms of this Agreement were negotiated by the parties. Each party has given careful and mature thought to the making of this Agreement. Each party acknowledges that he/she could do better or worse in court. Notwithstanding all of the above, each party enters into this Agreement freely, voluntarily, without duress or coercion. By execution of this Agreement, each party acknowledges this Agreement to be fair and reasonable and each party represents that he or she will abide by this Agreement.

30. INCORPORATION INTO FINAL JUDGMENT. This Agreement shall be offered into evidence in the dissolution of marriage action between the parties as the full and final agreement of the parties respecting property settlement, maintenance, attorney's fees, suit monies, costs, primary residence, as well as any and all other rights, obligations, benefits and privileges of the parties. The Court shall be requested to approve this Agreement and, if approved, this Agreement shall be incorporated into and made part of any Final Judgment of Dissolution of Marriage. However, notwithstanding such incorporation, this Agreement shall not be merged into such Final Judgment but shall in all respects survive and be forever binding upon the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the


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[Signature]
WITNESS AS TO HUSBAND

[Signature]
JAMES SCHWIER

[Signature]
WITNESS AS TO HUSBAND

STATE OF FLORIDA)
)ss
COUNTY OF PALM BEACH)

THE FOREGOING INSTRUMENT was acknowledged by means of ☐ physical presence or ☐ online notarization before me this 27th day of January, 2020, by James Schwier, who is personally known to me or has produced Fla driver's license as identification and who has (has not) taken an oath.

[Signature]
Notary Signature – State of Florida

Name - Type of Print HOLLY D. SCHUTTLER
Notary Public – State of Florida
Commission # GG 157870
My Comm. Expires Nov 2021
Bonded through National Notary Assn.

☐ Personally Known
☒ Produced Identification
Type of Identification Produced Fla Driver's License

[Signature]
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[Signature]
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Schwier v. Schwier
Schedule of Net Worth and Proposed Plan of Equitable Distribution
Settlement Purposes Only

Proposed Equitable Distribution						
Line	ASSETS	Titled	Value to be Distributed	Wife's Non-Marital	Marital Value to be Distributed	Proposed Plan of Equitable Distribution
						Husband
1						Wife
2						
3	Cash					
4	Wells Fargo #2736	JT	1,674	-	1,674	-
5	TD Bank Savings #5396	JT	5,019	-	5,019	5,019
6	Bank of America #5280	H	35,409	-	35,409	35,409
7	TD Bank #0184	H	4,990	-	4,990	4,990
8	Bremer Bank HSA #5693	H	3,602	-	3,602	3,602
9	Total Cash		50,694	-	50,694	49,020
10						1,674
11	Stocks, Bonds and Brokerage Accounts:					
12	UBS #3060 ("Pam MPF Account") (closed 10/2018)	W	-	-	-	-
13	UBS #2514 ("Pam's Bond Account") (closed 12/2018)	W	-	-	-	-
14						
15	TD Ameritrade #7733 (Open 10/2018; post filing) (holdings include cash, equities & mutual funds)	W	1,462,160	-	1,462,160	-
16						1,462,160
17	UBS #2725 ("Pam Checking Account") HOLDINGS:	W	-		-	-
18	Jackson Nat'l Variable Rate Annuity #1922 (issued 11/21/2013; Wife annuitant; total premium paid \$300,000)		392,715		392,715	392,715
19	BrightHouse Whole Life 2010 policy #0100 (issued 12/21/2011; Husband insured; death benefit \$637,332; premium paid \$148,838; Wife becomes beneficiary; Husband becomes owner)		137,186		137,186	137,186

Exhibit "A"

[Signature]

DOM: 07/30/1994
 DOS: 10/01/2017
 DOF: 09/11/2018 (H)
 No Minor Children

Schwier v. Schwier
Schedule of Net Worth and Proposed Plan of Equitable Distribution
Settlement Purposes Only

Line	Titled	Proposed Equitable Distribution			
		Value to be Distributed	Wife's Non-Marital	Marital Value to be Distributed	Proposed Plan of Equitable Distribution
20	Lincoln Life Insurance #3500 (issued 11/05/2014; wife insured; death benefit \$202,361; premium paid \$75K)	72,520		72,520	72,520
21	Brighthouse Life #7896 Level Term Policy (issued 12/28/2011; Husband insured; death benefit \$2.0M)	X		X	X
22	TOTAL VALUE UBS #2725	602,421		602,421	137,186
23					
24	UBS #2721 ("Jim's Insurance Account") HOLDINGS:	-	-	-	-
25	Lincoln Life #9696 (value included in UBS #2721; H insured; issued 11/08/2013; total premium paid \$75K)	74,174		74,174	74,174
26	TOTAL VALUE UBS #2721	74,174		74,174	74,174
27					
28	UBS #3373 ("Jim Tr Clb Div") (Pledged Collateral account @ DOF; invested in cash & equities)	313,283		313,283	313,283
29					
30	UBS Premier Credit Line #6934 (Collateralized by #3373) paid post filing with HELOC proceeds	JGS Rev Tr		-	-
31					
32	Total Stocks, Bonds and Brokerage Accounts	2,452,038	-	2,452,038	524,643
33	Less: Est capital gains & income tax (est total capital gains at \$277K x 15% wife; \$66K x 15% H)	(51,450)	-	(51,450)	(9,900)
34	Total Stocks, Bonds and Brokerage Accounts, net of estimated capital gains tax	2,400,588	-	2,400,588	514,743
					1,885,845

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Settlement Purposes Only

Line	Titled	Proposed Equitable Distribution				
		Value to be Distributed	Wife's Non-Marital	Marital Value to be Distributed	Proposed Plan of Equitable Distribution	
					Husband	Wife
35	Retirement Accounts:					
36	UBS Roth IRA #2722 (Pam's Roth London) (Closed 11/2018)	-		-	-	-
37	TD Ameritrade Roth IRA #8776 (Opened 11/2018) (invested in cash & equities)	174,780		174,780	-	174,780
38	UBS Rollover IRA #2720 (Jim's IRA CB LC) (invested in cash & equities)	603,406		603,406	-	603,406
39						
40						
41	UBS Rollover IRA #5500 (Jim's IRA Annuity) HOLDINGS:					
42	Cash & Money Balances	77,801		77,801	-	77,801
43	AXA Life Insurance Annuity #7963 (issued 04/30/2014; Husband annuitant; premium paid \$200K; surrender value \$188,329)	189,283		189,283	189,283	
44	AXA Annuity #5213 (issued 02/03/2012; Husband annuitant; premium paid \$200K; surrender value \$221,573)	223,885		223,885	223,885	
45	Forethought Annuity #4326 fixed rate 1.70%; Issued 11/04/2016; premium paid \$200K; surrender value \$192,023	204,924		204,924	204,924	-
46	UBS ROLLOVER IRA #5500 TOTAL	695,893		695,893	618,092	77,801

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47					
48	UBS Roth IRA #2759	50,922		50,922	50,922
49	Nanocopeia 401k	27,265		27,265	27,265
50	TEVA Deferred Compensation Plan	15,369		15,369	15,369
51	TEVA Retirement Savings Plan	5,209		5,209	5,209
52	Allergan 401K (closed 2017; rolled into IRA #5500)	-		-	-
53					
54	Warner Lambert / Pfizer Pension (\$2,360/month single life annuity; \$2,109 Joint & Survivor annuity; begin H age 62)	\$2,109/mo		\$2,109/mo	\$1,055/mo \$1,055/mo
55					
56	Total Retirement Accounts	1,572,844	-	1,572,844	716,857 855,987
57	Less: Est. tax effect (20%)	(314,569)		(314,569)	(143,371) (171,197)
58	Total retirement accounts, net of tax	1,258,275		1,258,275	573,486 684,790
59					
60	Real Estate, Net of Mortgages				
61					
62	4501 W. Tradewinds Ave. Ft Lauderdale, FL	1,550,000	120,000	1,430,000	- 1,430,000
63	Less: Chase Mortgage #2048	(321,541)		(321,541)	- (321,541)
64	Less: Bank of America HELOC #1499	(317,024)		(317,024)	- (317,024)
65	Total Real Estate, Net of Mortgages	911,435	120,000	791,435	- 791,435
66					
67	Business Interests: NANOCOPEIA, LLC (34,364 D-2)	34,364	-	34,364	28,636 5,728
68	Nanocopeia, LLC (H 3%)	3%	2%	1%	0.50% 0.50%
69	Total Business Interests				

Handwritten notes: 34,364 D-2, 3%, 2%, 1%, 0.50%, 0.50%

Handwritten signature: JKS

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70	Automobiles & Other Vehicles, net of loans:				
71	Toyota Tacoma (Per W F.A, vehicle sold by H)	JT			
72	2017 Range Rover HSE (Wife Drives)	-		-	-
73	2002 Cadillac Escalade (Husband drives)	57,398		57,398	57,398
74	2005 Mini Cooper Convertible (Husband drives)	4,986		4,986	-
75	2016 23' Boston Whaler 230 Vantage (located in Florida)	1,951		1,951	-
76	Total Automobiles & Other Vehicles, net of loans	80,770		80,770	80,770
77		145,105	-	145,105	6,937 138,168
78					
79	Life Insurance/Annuity: INCLUDED ABOVE				
80	Jackson National #1922 (value included in UBS #2725; W annuitant)	W		Incl UBS #2725	Incl UBS #2725
81	Brighthouse #0100UT (value included in UBS #2725; H insured)	W		Incl UBS #2725	Incl UBS #2725
82	Lincoln Life #3500 (value included in UBS #2725; W insured)	W		Incl UBS #2725	Incl UBS #2725
83	Brighthouse Term Life #7896 (Held in UBS #2725; H insured)	W		Incl UBS #2725	Incl UBS #2725
84	Lincoln Life #9696 (value included in UBS #2721; H insured)	H		Incl UBS #2721	Incl UBS #2721
85	Total Life Insurance/Annuity				
86					
87	Personal Property:				
88	Contents - FL Home	JT	-	To Wife	To Wife
89	Contents - MN Home	JT	-	To Husband	-
90	Jewelry & Personality	JT	-	Each Keep Own	Each Keep Own
91	Total Personal Property				

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					Husband	Wife
92	Other Assets:					
93	Husband's Dissipation					
94	Nanocopoia, LLC - Accrued PTO, net	12,000	-	12,000	12,000	-
95	Nanocopoia, LLC - Reimbursed Moving Expenses	-	-	-	-	-
96	Nanocopoia, LLC - Expense Reimbursement Receivable	-	-	-	-	-
97	James G. Schwier Rev Trust dtd 04/04/14	-	-	-	-	-
98	Pamela E. Schwier Trust dtd 04/04/11	-	-	-	-	-
99	Credit Card Points - BOA MC #1974	100%	-	100%	100%	100%
100	Credit Card Points - USBank #4655	100%	-	100%	100%	100%
101	Total Other Assets	12,000	-	12,000	12,000	-
102						
103						
104						
105	Total Assets:	4,778,097	120,000	4,658,097	1,156,186	3,501,912
106						
107	LIABILITIES					
108						
109	Charge/credit card accounts:					
110	US Bank Card #4655	14,253	765	14,253	14,253	-
111	US Bank Card #6642	13,803	-	13,803	13,803	-
112	Bank of America Card #1974/3538	-	-	-	-	-
113	Citi Card #8931 (Opened 6/2019)	-	-	-	-	-
114	TD Bank Card #5094	765	-	765	765	-
115	UBS Card #0731	14,253	-	14,253	14,253	-
116	Total charge/credit card accounts	13,842	-	13,842	13,842	-

165
 ** Husband shall timely pay \$14,253.00 toward wife's USB credit card & UBS. Any additional charges shall be the responsibility of the wife. Wife shall have full ownership & exclusivity of this credit card. -6- wife shall be entitled to 100% of the points accumulated on said card.

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Line	Titled	Value to be Distributed	Wife's Non-Marital	Marital Value to be Distributed	Proposed Plan of Equitable Distribution	
					Husband	Wife
117	Other Liabilities:					
118						
119	Remodel Construction Contract - outstanding invoices	100%	-	100%	100%	
120	Remodel Construction Contract - Balance due per Husband	19,000		19,000	19,000	-
121	2018 Income Taxes Payable (Paid Post Filing)	4,267		4,267	4,267	-
122	2019 YTD Income Taxes Payable	100%		100%	100%	
123	Total Other Liabilities:	23,267	-	23,267	23,267	-
124						
125	Total Liabilities	37,109	-	37,109	37,109	-
126						
127	Distributed Net Worth	4,740,988	120,000	4,620,988	1,119,077	3,501,912

% Combined Marital Net Worth

24.22%

75.78%

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