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IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND
MIAMI-DADE COUNTY, FLORIDA

FAMILY DIVISION

CASE NO. 99-05909 FC (19)

IN RE: THE MARRIAGE OF
THOMAS CASEY McCAFFREY,
Petitioner/Husband,

and

JANE MARIE McCAFFREY,
Respondent/Wife.

Law Offices
8525 Southwest 92nd Street
Suite B-5
Miami, Florida 33156
February 26th, 2000
Saturday, 1:10 p.m. - 2:45 p.m.

SETTLEMENT AGREEMENT BETWEEN PARTIES

Taken before LESLIE MACZON, Court Reporter
and Notary Public in and for the State of Florida at
Large, pursuant to Notice of Taking Settlement
Agreement Between Parties.

COPY

APPEARANCES

LEINOFF & ASSOCIATES, P.A.
 By: ANDREW M. LEINOFF, ESQUIRE
 1500 San Remo Avenue
 Suite 206
 Coral Gables, Florida 33146
 On behalf of the Petitioner/Husband.

LAW OFFICES OF BETTE ELLEN QUIAT
 By: BETTE ELLEN QUIAT, ESQUIRE
 8525 S.W. 92nd Street, Suite B-5
 Miami, Florida 33156
 On behalf of the Respondent/Wife.

ALSO PRESENT:

THOMAS CASEY McCAFFREY, Petitioner.
 JANE MARIE McCAFFREY, Respondent.

I N D E X

<u>Witness:</u>	<u>THOMAS MCCAFFREY</u>	<u>Page</u>
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1 (Thereupon, the Settlement Agreement was
2 dictated into the record as follows:)

3 MR. LEINOFF: Mr. and Mrs. McCaffrey,
4 we're going on the record now in order to discuss
5 what we're going to be doing until we finish this
6 dictation of the agreement.

7 While it is anticipated that there will
8 be a formal written agreement, what we're going to
9 dictate on the record now will be the agreement
10 regardless. So, in other words, if there is a
11 written agreement subsequent to this that is not
12 signed, what we dictate will be the agreement. Now,
13 some of the areas will be a little bit vague because
14 there will be some detailing as it relates to access
15 issues perhaps. Generally speaking, unless we
16 discuss it now on substantive issues it will not be
17 included later. In other words, we don't dictate
18 this and then write up a whole new agreement which
19 is not consistent with what we have here.

20 Both of you should listen very carefully.
21 The purpose of doing this is to make sure you both
22 understand it and you are both satisfied with the
23 agreement, because at the end I will and Bette will
24 ask questions of both of you as to if you understand
25 the agreement and are satisfied with it's terms.

1 Once you both approve this agreement it
2 will be a binding agreement and if either of you
3 change your mind later, unless you both agree to
4 changing your mind, this is essentially etched in
5 stone. So you need to both listen very carefully.
6 If there are any questions as we go along, just
7 raise your hand, we will go off the record and we
8 will clarify it. Then we will go back on the record
9 and make sure that it's very clear.

10 You both need to understand not
11 everything we have here is going to be perfect and
12 there will have to be some refining of some of the
13 terms; although, substantively these will be the
14 terms. So bear that in mind when we do this
15 agreement, but it will address the issues.

16 I am going to be using the February 9th,
17 2000 letter that I had sent to Ms. Quiat in order to
18 use that as a format for our agreement. I
19 understand that there were some areas before that we
20 set to the side and if we get to those, we will take
21 a break, we will discuss them, reach a resolution
22 and go on to the next one. So let's try to do that.

23 Ms. Quiat, if at any time you think
24 something needs to be clarified, I would appreciate
25 if you would let me finish the thought and then we

1 will go back and if we need to clean it up, we can
2 clean it up.

3 The parties agree to the following:

4 Number one, Mr. McCaffrey will receive the
5 Connecticut property with Mrs. McCaffrey entitled to
6 a \$375,000 credit in equitable distribution. Mrs.
7 McCaffrey will be entitled to the right of first
8 refusal for any offer that Mr. McCaffrey would
9 accept in the event he ever places the residence for
10 sale. The offer by Mrs. McCaffrey, if she is
11 interested, need be made in such a fashion so as not
12 to jeopardize the pending offer. So, in other
13 words, the mechanism is that Mr. McCaffrey would
14 have to immediately notify Mrs. McCaffrey, and
15 immediately means immediately, as to an offer that
16 he is willing to accept. Mrs. McCaffrey would have
17 a minimum of 72 hours, and a maximum would be the
18 time set forth in the contract for acceptance in
19 which to exercise her right of first refusal under
20 the same terms and conditions as the offer which
21 would have been acceptable to Mr. McCaffrey.

22 Mrs. McCaffrey will receive the Steinway
23 piano. Mr. McCaffrey will receive a \$32,000 credit
24 in equitable distribution.

25 Mrs. McCaffrey will receive the 1997 Land

1 Rover Discovery automobile valued at \$25,000 with
2 Mr. McCaffrey receiving the appropriate credit in
3 equitable distribution.

4 (Thereupon, there was a discussion held
5 off the record.)

6 MR. LEINOFF: Mr. McCaffrey has leased an
7 automobile. Mrs. McCaffrey will be entitled to a
8 credit of \$4525 which represents the cost for the
9 initiation of the new lease; however, in the event
10 Mr. McCaffrey is able to show that \$850 or any
11 amount consistent with that has been allocated as
12 the first lease payment, the credit to Mrs.
13 McCaffrey will be reduced by that first monthly
14 payment.

15 (Thereupon, there was a discussion held
16 off the record.)

17 MR. LEINOFF: Next, Mrs. McCaffrey would
18 receive the John Hancock Life Insurance cash value
19 in the approximate sum of \$6,878. There will be the
20 appropriate credit to Mr. McCaffrey and the
21 appropriate debit to Mrs. McCaffrey in the equitable
22 distribution schedule.

23 Number five: Mrs. McCaffrey would
24 receive the Florida home with \$155,000 in equity.
25 Mr. McCaffrey would be entitled to the appropriate

1 credit in equitable distribution with the same right
2 of first refusal formula as set forth above and the
3 same time frames would apply to this residence as
4 well.

5 The balance of monetary assets will be
6 divided equally after Mrs. McCaffrey receives the
7 differential due to any necessary funds to equalize
8 the cash distributions as set forth above.

9 The parties will equally divide the
10 Viacom 401k investment plan, the Viacom pension plan
11 and the proceeds from the Viacom stock option
12 monies. The additional bonuses will be equally
13 divided after all taxes have been paid by Mr.
14 McCaffrey. Accordingly, the net sum shall be
15 equally divided between the parties. Off the
16 record.

17 (Thereupon, there was a discussion held
18 off the record.)

19 MR. LEINOFF: The parties have agreed to
20 consult with Loretta Fabricant, who is the neutral
21 accountant, for purposes of attempting to minimize
22 any tax obligations for the parties collectively in
23 any receipt of the bonus proceeds. The appropriate
24 mechanism, if there is one utilized or recommended
25 by Loretta Fabricant, will be utilized by the

1 parties in that regard, which may be alimony or it
2 may be just through equitable distribution or
3 whatever Loretta Fabricant recommends. Again, the
4 appropriate mechanism to maximize the net proceeds
5 to both parties will be utilized.

6 MS. QUIAT: So that the net effect will
7 be that the dollars after taxes be they paid by Jane
8 or be they paid by Tom, shall be divided equally.

9 MR. LEINOFF: Next, the expense account
10 reimbursement will be treated as follows: It is
11 estimated there is an excess of \$20,000 in business
12 reimbursements owed by Viacom to Mr. McCaffrey. The
13 forms have not been completed as of yet by Mr.
14 McCaffrey. He will do so. In the event there has
15 not been reimbursement to Mr. McCaffrey by June 1st
16 of the year 2000, Mrs. McCaffrey will receive on
17 that date \$10,000 representing partial reimbursement
18 of her share of those business expenses. The
19 additional amounts over and above \$20,000 in full,
20 if any, will be equally divided by the parties upon
21 their receipt by Mr. McCaffrey.

22 (Thereupon, there was a discussion held
23 off the record.)

24 MR. LEINOFF: Additionally, upon receipt
25 of the funds from Viacom a copy of the check will be

1 provided to Mrs. McCaffrey in order to verify the
2 amount of business reimbursements, and if it's in a
3 series of checks we will provide proof to Mrs.
4 McCaffrey together with the backup.

5 All remaining net monies received from
6 Viacom shall be equally divided through August of
7 2000; however, the appropriate taxes need to be
8 deducted each month in order to insure that Mr.
9 McCaffrey is not obligated for additional taxes for
10 the year ending 2000.

11 The parties' accountant and/or Loretta
12 Fabricant can compute the tax liability; however,
13 the same approach will be utilized here as set forth
14 above, which is the purpose of the parties or the
15 goal is to minimize any tax liability and they will
16 utilize the services of Loretta Fabricant in order
17 to develop an appropriate vehicle, if there is one,
18 in order to net the proceeds in such a fashion with
19 both parties maximizing the net proceeds with the
20 same being equally divided between the parties as
21 far as the net proceeds.

22 (Thereupon, there was a discussion held
23 off the record.)

24 MR. LEINOFF: It is estimated there will
25 be a bonus received by Mr. McCaffrey in February

1 2001. Other than that, the business reimbursement
2 and the monies we referred to which will be paid in
3 August 2000, there are no other monies that Mr.
4 McCaffrey is aware of that will be paid by Viacom to
5 him. The bonus that will be paid in the year 2001
6 will be treated the same way; again, under the same
7 formula as recommended by Ms. Fabricant to maximize
8 the net after tax dollars to both Mr. and Mrs.
9 McCaffrey as allowable and consistent with the
10 provisions of the Internal Revenue Code and that
11 will be divided equally.

12 (Thereupon, there was a discussion held
13 off the record.)

14 MR. LEINOFF: Next, all debts of the
15 parties exclusive of the mortgages on the Florida
16 and Connecticut properties shall be satisfied in
17 full including any and all 1999 tax liability, as
18 well as the 2000 tax liability, as well as the 2001
19 tax liability to the extent of the bonus from Viacom
20 will be equally divided. Accordingly, as I think I
21 have indicated and this may not read right, any tax
22 obligations arising from receipt of funds from
23 Viacom in those years, exclusive of interest of
24 other investments which are not specifically set
25 forth in this paragraph will be satisfied in full,

1 as well as equally satisfied by the parties. This
2 will obviously be based upon Mr. McCaffrey's tax
3 rate unless Loretta Fabricant is able to reduce the
4 rate based on a combination as we have indicated
5 before.

6 (Thereupon, there was a discussion held
7 off the record.)

8 MR. LEINOFF: Next, it has been
9 represented by both parties but for the first
10 mortgage on the Florida residence and but for the
11 first mortgage on the Connecticut residence, there
12 are no outstanding liabilities but for perhaps some
13 ongoing charges over the last few weeks on credit
14 cards. It is the intention of the parties as of
15 today's date that if they charge, the one who
16 charges will be responsible for their particular
17 charges. All charges through today as long as they
18 are reasonable and customary will be paid from the
19 joint monies. There are some adjustments. There is
20 a TV, a computer and a VCR that Mr. McCaffrey
21 purchased within the last few months and the charges
22 for those amounts will be debited against Mr.
23 McCaffrey and credited to Mrs. McCaffrey in
24 equitable distribution, which that amount is
25 7,845.36.

1 (Thereupon, there was a discussion held
2 off the record.)

3 MR. LEINOFF: Next, personal property:
4 The parties have agreed to a distribution of their
5 personal property. Mrs. McCaffrey has provided to
6 Mr. McCaffrey a schedule of personalty that would go
7 to him verses the schedule of personalty that would
8 go to her. Additionally, there are some items that
9 are personal in nature from family members and those
10 have been dealt with in the schedule. We're not
11 going to attach the schedule. If we need to we can
12 always attach it later, but we're not going to do
13 that now.

14 The parties owe taxes for 1999 and those
15 sums will be paid from joint monies. They have
16 received a proposed tax return and the funds will be
17 paid in a timely fashion.

18 MS. QUIAT: Both of the parties are under
19 the impression and are agreeing to in this agreement
20 that is what the tax liability is.

21 MR. LEINOFF: Correct.

22 (Thereupon, there was a discussion held
23 off the record.)

24 MR. LEINOFF: The husband will pay the
25 intangible tax return of \$114.

1 The husband will be entitled to the cd's,
2 all the cd's, and he will cooperate with the wife in
3 that regard.

4 (Thereupon, there was a discussion held
5 off the record.)

6 MR. LEINOFF: Next, the parties have
7 agreed that there will be \$300,000 set aside for
8 private schooling and a portion of college for the
9 children. It is the intention of the parties that
10 the private school expenses and related expenses,
11 which will be attached as Exhibit A, are to be paid
12 as essentially the first obligation under the terms
13 of this \$300,000 commitment. So that the top
14 priority is to make sure that Gulliver and the
15 expenses set forth are satisfied. It is hoped that
16 there will be monies left over for the three
17 children to at least contribute towards their
18 college expenses. It is also anticipated by the
19 parties that they would like to allocate a sum
20 certain for their oldest son so that when he goes to
21 college at least the first year will be paid for.
22 The numbers we talked about are between 40 and
23 \$50,000 from these monies for Kevin.

24 The parties will go to Loretta Fabricant
25 or to their accountant, whichever they both prefer,

1 for purposes of working out the schedule in order to
2 make sure that their sons are treated relatively
3 equitably.

4 MS. QUIAT: With the understanding that
5 Kevin's Gulliver has been paid for other than his
6 last year, and the other children's need to be paid
7 for. So equitably with regard to the funds
8 remaining after these educational expenses have been
9 paid.

10 MR. LEINOFF: It is the intention of the
11 parties that all the private school is taken care of
12 and at least a portion to some extent of some of the
13 college is paid for; however, they will do the best
14 they can do on the \$300,000. They will invest it in
15 a prudent fashion. The investments will be done by
16 both parties jointly. They will both be on the
17 account. They both have to agree. The withdrawals
18 have to be approved, of course, but cannot be
19 unreasonably withheld by either party because we
20 have a schedule of what the expenses will be. And
21 there has to be a view that the youngest child has
22 much more time to be in private school than the two
23 oldest, so that we're handling this with a view that
24 the private school funds have to be there for the
25 youngest child as well. We will have to refine the

1 rest, but this is generally the intent of the
2 parties.

3 MS. QUIAT: We will have marked as
4 Exhibit A the document entitled,
5 "Elementary/Secondary Education Costs," which is a
6 three-page exhibit.

7 (Thereupon, the above-described document
8 was marked as Exhibit A to the Settlement
9 Agreement.)

10 MR. LEINOFF: Additionally, it is the
11 intention of the parties that the funds set forth
12 above will be covering the expenses for Gulliver;
13 however, if for some reason they do not the parties
14 agree to a reservation of jurisdiction of the trial
15 court for purposes of apportioning the appropriate
16 amount for each parent in order to satisfy the
17 balance due for the children's education at Gulliver
18 consistent with the schedule attached.

19 (Thereupon, there was a discussion held
20 off the record.)

21 MR. LEINOFF: Next, the parties further
22 agree that Mrs. McCaffrey will be designated as the
23 primary residential parent of the three minor
24 children and the parties agree that all matters
25 dealing with the health, education and welfare of

1 the children will be done on a joint decision-making
2 basis. Neither of the party's consent will be
3 unreasonably withheld. We have guidelines in
4 Florida that set forth the fact that you have to
5 consult on matters; that you have to keep the other
6 advised as to the whereabouts of the children; that
7 neither will relocate out of the area without the
8 expressed written consent of the other or by order
9 of court. You can move to North Miami or whatever
10 but everybody needs to agree to that, or by order of
11 court.

12 Further, that if there is an emergency
13 one has the right to make unilateral decisions
14 should an emergency exist. Some things like that
15 are boilerplate which we will include. Neither
16 party will say anything bad about the other parent
17 and each will encourage a feeling of love and
18 affection and terms like that, which I think you all
19 would do regardless of whether it is in the
20 agreement or not.

21 MS. QUIAT: Each party will always inform
22 the other party of their home phone, business phone
23 and another way that they can be reached in the event
24 of an emergency, be it beeper or cell phone since
25 the children are minors.

1 MR. LEINOFF: Now, on visitation the
2 arrangement is as follows: First, we have agreed to
3 reserve on the issue of the Easter break or spring
4 break which is a week normally, as well as the
5 summer, to the court unless the parties are able to
6 reach an agreement before the trial which is set a
7 week away.

8 In any event, the parties have agreed
9 that for this Easter vacation the children will be
10 with the father. The parties will alternate
11 weekends and Mrs. McCaffrey is responsible each
12 year, because we want her to do it, to prepare the
13 schedule and the schedule will set forth alternating
14 weekends so Mr. McCaffrey will have alternating
15 weekends with the children. His alternating
16 weekends will commence after school on Thursday,
17 unless of course his plane comes in a little bit
18 later, until Monday morning at which time he will be
19 responsible for bringing the children to school. If
20 there is a Monday which is a legal holiday or a
21 Monday which is a teachers' workday, or if it's a
22 Monday which may be Mr. McCaffrey's birthday or a
23 Monday when the children are not in school, then the
24 children will be returned to school the following
25 morning.

1 In the event Mr. McCaffrey wishes the
2 children to be with him outside of South Florida
3 during any of his designated time, he will do so but
4 the Thursday through Monday morning does not apply.
5 It would be the Friday after school until Sunday
6 night at a reasonable time at which the children
7 will be returned.

8 (Thereupon, there was a discussion held
9 off the record.)

10 MR. LEINOFF: The parties will alternate
11 the Thanksgiving holiday.

12 (Thereupon, there was a discussion held
13 off the record.)

14 MS. QUIAT: It is the intent of the
15 parties for the winter break that they will
16 alternate, number one; Christmas Eve and Christmas
17 Day so that one party, Tom in even numbered years
18 will have Christmas Eve and Christmas Day through
19 the morning of the 26th, and the odd years Jane will
20 have Christmas Eve and Christmas Day until the
21 morning of the 26th at a minimum. It is the further
22 intent of the parties to divide the winter recess
23 equally to the extent that, for example, in Tom's
24 years the children returning to Jane on the 26th
25 results in more than half of the winter recess, Jane

1 shall have additional days at the beginning of the
2 recess. In odd number years, Tom may have the
3 children for a portion of the time before Christmas
4 and if he needs to equalize it with the remaining
5 balance left after Christmas, but the intent is for
6 each parent to have Christmas Eve and Christmas Day
7 without the children being divided every other year,
8 and to the extent possible having it continuous for
9 that parent the first half.

10 (Thereupon, there was a discussion held
11 off the record.)

12 MR. LEINOFF: If Mr. McCaffrey is unable
13 to exercise his access, he must provide notice a
14 month in advance usually anticipated to be the 5th
15 of the month in advance. So if for the month of
16 April he opts not to spend any of his weekend time
17 with the children, he must notify Ms. McCaffrey on
18 the 5th of March.

19 (Thereupon, there was a discussion held
20 off the record.)

21 MR. LEINOFF: In the event of special
22 occasions such as weddings, confirmations,
23 graduations, things of that sort which would fall on
24 the other parent's weekend, the parent who requests
25 the change will provide as much notice in advance as

1 possible, at least a month, with a view towards each
2 party being flexible in that regard. If there is a
3 need for make-up time the parties will attempt to
4 work that out. Neither will attempt to abuse that
5 purpose.

6 Next, Mr. McCaffrey will continue to
7 provide health insurance for the children and for
8 Jane at his expense, except as it relates to Jane,
9 so long as he is able to do so. If Mr. McCaffrey
10 can cooperate on Cobra and provide coverage for
11 Mrs. McCaffrey, he will do so at her expense.
12 Again, for the Cobra that is only if Mrs. McCaffrey
13 wishes it. If she doesn't, then he is not obligated
14 to exercise that coverage.

15 All uncovered medical, dental and other
16 reasonable and necessary expenses including vision
17 and orthodonture for the children shall be divided
18 50/50.

19 In the event Mr. McCaffrey is unable to
20 maintain medical insurance in the future for the
21 children, Mrs. McCaffrey will obtain the insurance
22 if she is able and the same will be equally divided
23 between them. If neither parent is able to obtain
24 insurance for the children, each party will be
25 equally responsible for the medical expenses for the

1 children until they reach the age of majority.

2 There will be no obligation for life
3 insurance; however, regarding the pension and 401k
4 Mr. and Mrs. McCaffrey agree to the following: That
5 on the 401k and the pension plan in order to provide
6 security for the children there will be a
7 designation of 25 percent of each plan per child.
8 As each child graduates high school the percentage
9 will change for the remaining children, so that as
10 the oldest graduates high school the percentage
11 allocated to the children will be 30 percent each
12 for the two youngest children. And then once the
13 middle child reaches the age of majority or
14 graduates high school, then the other percentage
15 will remain the 30 percent because that will cover
16 it. The other parent will be designated as the
17 trustee for those funds for the benefit of the
18 children only to be used for the benefit of the
19 children.

20 (Thereupon, there was a discussion held
21 off the record.)

22 MR. LEINOFF: Dependency deductions shall
23 be equally divided between the parties. If Mr.
24 McCaffrey cannot utilize the dependency deductions,
25 then Mrs. McCaffrey will be entitled to them for the

1 period of time Mr. McCaffrey cannot utilize them.

2 Mr. McCaffrey will be entitled to the
3 balance of the airline frequent flyer miles.

4 Mr. McCaffrey will receive some monies
5 through an inheritance in the future. Mrs.
6 McCaffrey waives any right to that inheritance.
7 Obviously if Mrs. McCaffrey inherits any funds at
8 any time Mr. McCaffrey waives any claim in those
9 inheritances.

10 The issues of alimony and child support
11 for both sides will be reserved and, in fact, are
12 reserved; however, it is the intention of the
13 parties that Mr. McCaffrey will be working in the
14 future. He will exercise good faith and due
15 diligence to obtain future employment.

16 (Thereupon, there was a discussion held
17 off the record.)

18 MR. LEINOFF: At the present time
19 Mr. McCaffrey is unemployed; although, he is
20 deriving his severance benefits through Viacom. As
21 we have indicated it is Mr. McCaffrey's desire and
22 intent to obtain alternative, gainful employment and
23 he will do so in a good faith manner exercising due
24 diligence. Because he has no additional income at
25 the present time and any income that he is receiving

1 is actually divided equally between the parties, it
2 is anticipated that there should be a reporting
3 between the parties in order to ascertain Mr.
4 McCaffrey's employment status. The same will occur
5 either through a hearing before the court at a
6 status conference or earlier if the parties are able
7 to do so, or at the time that Mr. McCaffrey obtains
8 gainful employment, whichever first occurs.

9 At the reporting before the court, in the
10 event Mr. McCaffrey has not earned any monies other
11 than his investment earnings, the court and the
12 parties agree that the court reserves jurisdiction
13 to determine the amount of child support that each
14 party is obligated to pay on behalf of the minor
15 children, bearing in mind that each has a statutory
16 obligation to support the children.

17 If Mr. McCaffrey does not have employment
18 the issue of alimony, be it permanent,
19 rehabilitative, whatever form the court deems
20 appropriate, but for lump sum because we have agreed
21 there is no lump sum because we have equitable
22 distribution, will be reserved for another day.

23 In the event Mr. McCaffrey is employed,
24 his earnings as well as the appropriate factors will
25 be considered by the court to determine the child

1 support at the time that he obtains his employment
2 and is earning money. The issue of alimony can be
3 raised by Mrs. McCaffrey at the time that Mr.
4 McCaffrey obtains gainful employment.

5 Mrs. McCaffrey, obviously if she obtains
6 employment and is earning any money will notify Mr.
7 McCaffrey that she is earning money so there can be
8 a review of the child support or alimony because
9 it's going both ways, so this is a mutual reporting.

10 The parties agree that there are certain
11 physical problems that Mr. McCaffrey has; and as
12 such, that may be a defense, although not a definite
13 defense but it may be a defense to a claim for a
14 lower amount of alimony. However, that will be
15 determined based upon the facts and circumstances at
16 that time, as well as the financial circumstances of
17 both parties.

18 (Thereupon, there was a discussion held
19 off the record.)

20 BY MR. LEINOFF:

21 Q. Next, there has been a disparity in the
22 attorney's fees and costs that have been paid to the
23 respective attorneys and there will be the
24 appropriate adjustment. In other words, the fees
25 paid to me, properly so, exceed those of Ms. Quiat;

1 however, there will be an adjustment so that each
2 will be treated equally to the extent that Mrs.
3 McCaffrey will not lose anything on that deal. In
4 other words, the appropriate debits or credits will
5 apply on the equitable distribution.

6 MS. QUIAT: I want to clear up that the
7 fees expended for Loretta Fabricant, Carol Gersten
8 and Alison Weinger shall be divided equally.

9 MR. LEINOFF: That's correct.

10 MS. QUIAT: So in the schematic, whose
11 ever account they were paid out of it will be
12 equally paid.

13 MR. LEINOFF: The court reporter will
14 also be paid from the parties equally.

15 (Thereupon, there was a discussion held
16 off the record.)

17 MR. LEINOFF: The life insurance that is
18 currently in effect will remain in effect until it
19 expires, which should occur August of 2000 with Mrs.
20 McCaffrey as the beneficiary.

21 (Thereupon, there was a discussion held
22 off the record.)

23 MS. QUIAT: The date for the inception of
24 child support will be September 2000 or earlier if
25 there is employment, and it would be retroactive

1 until then if we don't get to court before then.

2 MR. LEINOFF: The children's portion of
3 the health insurance will be a component and a
4 factor for the court to consider in any child
5 support award.

6 MS. QUIAT: Together with the uncovered
7 expenses that we have stated. The parties shall
8 confer on the best policy and reasonable cost for
9 the dependent coverage.

10 MR. MCCAFFREY: So it would be a portion
11 of the cost as part of our child support agreement.

12 MS. QUIAT: Exactly.

13 MR. MCCAFFREY: Perfect.

14 (Thereupon, there was a discussion held
15 off the record.)

16 Thereupon:

17 THOMAS MCCAFFREY

18 after first having been sworn in by me to tell the
19 truth, gave the following sworn statements.

20 EXAMINATION

21 BY MR. LEINOFF:

22 Q. Mr. McCaffrey, you have heard the
23 agreement as dictated today?

24 A. Yes.

25 Q. You have participated in both on the

1 record and off the record discussions?

2 A. Yes.

3 Q. You have inquired about the agreement as
4 well?

5 A. Yes.

6 Q. Do you understand it?

7 A. Yes.

8 Q. Has anybody coerced you into entering
9 into this agreement?

10 A. No.

11 Q. Do you do so freely and voluntarily?

12 A. I do.

13 Q. With advice of counsel?

14 A. I do.

15 Q. Are you satisfied with the services of
16 your attorney?

17 A. Yes.

18 Q. Are you satisfied with the services of
19 Loretta Fabricant?

20 A. Yes.

21 Q. Do you intend to be bound by this
22 agreement?

23 A. Yes.

24 Q. You understand that this agreement is the
25 final agreement?

1 A. Yes.

2 Q. And that while we will attempt to draft a
3 subsequent agreement, in the event that agreement
4 for whatever reason is not signed, for whatever
5 reason, this will be the agreement for which you
6 will be bound.

7 A. Yes.

8 Q. You understand that; correct?

9 A. Yes.

10 Q. You understand there are no do-overs,
11 this is the deal; correct?

12 A. Yes.

13 Thereupon:

14 JANE MCCAFFREY

15 having been previously sworn by me to tell the truth,
16 gave the following sworn statements:

17 EXAMINATION

18 BY MR. LEINOFF:

19 Q. Mrs. McCaffrey, same questions to you.
20 Do you understand the terms of this agreement?

21 A. Yes.

22 Q. We have gone off the record. You have
23 inquired as well with your attorney about some of
24 the terms and provisions of this agreement?

25 A. Yes.

1 Q. Do you understand the agreement?

2 A. Yes.

3 Q. Are you entering into this agreement
4 freely and voluntarily?

5 A. Yes.

6 Q. With advice of counsel?

7 A. Yes.

8 Q. Are you satisfied with the services of
9 your attorney?

10 A. Very.

11 Q. Are you satisfied with the services of
12 Loretta Fabricant in this matter?

13 A. Yes.

14 Q. And you understand this is the final
15 agreement?

16 A. Yes.

17 Q. And even though we will try to draft
18 something up, sometimes people for whatever reason
19 just don't agree to sign something at the end and if
20 that happens this agreement will be the final
21 agreement. You understand that; correct?

22 A. Yes.

23 Q. It's etched in stone and there is no
24 do-over afterwards on this. Do you understand that?

25 A. Yes.

1 Q. You intend to be bound by this as well;
2 correct?

3 A. Yes.

4 MR. LEINOFF: All right. This is the
5 agreement.

6 (Thereupon, the dictation of the
7 Settlement Agreement was concluded at or about 2:45
8 p.m.)

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REPORTER'S CERTIFICATE WITH ACKNOWLEDGEMENT

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STATE OF FLORIDA :
COUNTY OF DADE :


I, LESLIE MACZON, Shorthand Reporter,
certify that I was authorized to and did
stenographically report the dictation of the
foregoing Settlement Agreement on the record; and
that the transcript is a true record of the
proceedings.

I further certify that I am not a relative,
employee, attorney or counsel of any of the parties,
nor am I a relative or employee of any of the
parties' attorneys or counsel connected with the
action, nor am I financially interested in the
action.

Dated this 1st day of March, 2000.

Leslie Maczon

LESLIE MACZON
Shorthand Reporter

 Leslie Maczon
Commission # CG 807348
Expires Mar. 16, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

ELEMENTARY/SECONDARY EDUCATION COSTS (1)

<u>PRIVATE</u>	<u>ADDL ED.</u>	<u>TOTAL</u>	<u>KEVIN</u>	<u>BRYAN</u>	<u>SEAN</u>
37,939	19,400	1999-2000 57,339	14,076 7,121 21,197	12,773 6,176 18,949	11,090 6,103 17,193
39,439	19,400	2000-2001 58,839	14,576 7,121 21,697	13,273 6,176 19,449	11,590 6,103 17,693
25,863	12,279	2001-2002 38,142		13,773 6,176 19,949	12,090 6,103 18,193
26,863	12,279	2002-2003 39,142		14,273 6,176 20,449	12,590 6,103 18,693
27,863	12,279	2003-2004 40,142		14,773 6,176 20,949	13,090 6,103 19,693
13,590	6,103	2004-2005 19,693			13,590 6,103 19,693
14,090	6,103	2005-2006 20,193			14,090 6,103 20,193
<u>\$185,647</u>	<u>\$87,843</u>	<u>\$273,490</u>			

EXH(A) (w)
2/26/00

EDUCATION COSTS (2)

KEVIN

allowance(52weeks @ \$15.00)		\$ 780.00
debate camp		3,240.00
debate trips(8 x 60.-)		480.00
bass lessons(50weeks @ \$30.00)		1,500.00
uniforms		150.00
lunches		800.00
school fees:		
Prep.Parents Assoc.	25.00	171.00
school pictures	20.00	
Prep.Parents Assoc.	25.00	\$ 7,121.00
Booster Club	50.00	
Booster Club	51.00	
tuition		12,035.00
class dues		10.00
enrollment fee		750.00
supplies		550.00
tuition recovery		181.00
IB program fee		550.00
		<u>\$ 14,076.00</u>

\$ 21,197.00

BRYAN

allowance(52weeks @ \$12.00)		\$ 624.00
sailing/music camp(\$215.00/\$250.00)		465.00
drum lessons(50weeks @ \$40.00)		2,000.00
drama trips		1,028.00
band trips		375.00
uniforms		150.00
lunches		800.00
school fees:		
teacher gifts	50.00	\$ 734.00
field trips	25.00	\$ 6,176.00
Jr. Thspn.	34.00	
S. Foster	42.00	
school picture	12.00	
dscnt. book	20.00	
band	10.00	
class trip	270.00	
crisis fund	50.00	
Acadmy.Parents Assoc.	130.00	
Jr. Thspn.	75.00	
band photo	16.00	
tuition		11,180.00

activity fee	50.00
enrollment fee	750.00
binder/lock fee	50.00
supplies	500.00
graduation fee	10.00
SSAT	65.00
tuition recovery	<u>168.00</u>
	\$ 12,773.00

\$ 18,949.00

SEAN

allowance(52weeks @ \$10.00)		\$ 520.00
tennis/soccer Coral Oaks	142.50	478.00
YMCA soccer	185.00	
Darien tennis	150.00	
sailing/music camp DJSP	90.00	935.00
CrlReef	395.00	
DJSP	450.00	
drum lessons		2,000.00
drama trips		0.00
band trips		375.00
uniforms		150.00
lunches		800.00
school fees: Acdmy.Parents Assoc.	130.00	<u>\$ 845.00</u>
S. Foster	42.00	\$ 6,103.00
dscnt. book	20.00	
oil painting fundrsr.	195.00	
school picture	20.00	
band	5.00	
class trip	270.00	
crisis fund	50.00	
book fair (fall)	20.00	
book fair (spring)	25.00	
field trip	25.00	
teacher gifts	50.00	

tuition	9,990.00
tuition recovery	150.00
binder/lock fee	50.00
enrollment fee	750.00
supplies	500.00
discount(3 students)	-400.00
activity fee	<u>\$ 50.00</u>
	\$ 11,090.00

\$ 17,193.00