

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
COLLIER COUNTY, FLORIDA
CIVIL ACTION

In re the matter of:

Meghan Pasicznyk,
Wife

AND

CASE NO.:

John Pasicznyk,
Husband

MARITAL SETTLEMENT AGREEMENT

Non-Financial Issues:

1. **Marriage:** The parties are Husband and Wife, having been married to each other on October 24, 2009 in Indianapolis, Indiana.
2. **Dissolution of Marriage:** The parties agree to Dissolution of Marriage and agree their marriage is irretrievably broken. A Dissolution of Marriage action will be filed in Collier County. The parties agree that this Agreement addresses all claims that could be raised by either of them in such dissolution of marriage action and they accept the terms and provisions of this Agreement as full and complete satisfaction of all such claims. Both parties will cooperate by signing and filing any required forms or documents necessary to obtain a dissolution of their marriage and have this Agreement adopted by the Court as a binding settlement agreement.
3. **Parenting Plan:** See Attached. The parties agree to be bound by the terms of the Parenting Plan and the Parenting Plan shall be incorporated into a Final Judgment of the dissolution of the parties' marriage.

Financial Issues:

1. **Equitable Distribution:** The parties agree to the following division of the assets and debts of their marriage.
 - A. **Marital Home:** The parties jointly own a home located at 3750 Crayton Rd, Naples, FL 34103.
 - i. The parties agree to list the marital home for sale. Unless otherwise mutually agreed in writing by the parties after speaking to a listing


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agent, the parties will list this home for sale by or before September 6, 2024, with a list price of \$2,999,000.00.

- ii. The parties will equally share the proceeds from the sale of the home.
- iii. From the Wife's fifty percent (50%) share of the home net sale proceeds, Wife shall pay Husband the sum of Fifty Thousand Dollars (\$50,000.00) at the time of closing as and for a property division equalizer payment.
- iv. The Wife will continue to reside in the home until the sale of the home is final. Both parties shall have the right to equal use and occupancy of the home during such time; however, Husband shall provide reasonable advance notice to Wife prior to arrival when she is present, and Husband shall have no access to the home between the hours of 9:00 p.m. and 8 a.m. when Wife is present absent Wife's written consent.
- v. The Wife will pay all utility bills and general maintenance costs during her possession of the home. The Husband shall contribute 50% of the mortgage, property taxes, and home insurance until December 31, 2024, by paying that such sum directly to the Wife. If the home is not sold, commencing January 1, 2025, the mortgage, property taxes, and home insurance shall be paid by the parties with the Husband responsible for 1/3 and the Wife responsible for 2/3 of said expenses. The parties shall equally share the cost of any agreed-upon repairs and routine maintenance costs for upkeep of the home, and any maintenance or repairs recommended by their listing agent to put the home in sellable condition until December 31, 2024; and if the home is not sold, commencing January 1, 2025, said expenses shall be paid by the parties with the Husband responsible for 1/3 and the Wife responsible for 2/3.


B. Vehicles

- i. The Husband shall solely own the jointly titled 2015 Porsche Carrera GTS convertible. The Wife waives any interest in the property. The Husband shall indemnify and hold harmless the Wife for any indebtedness thereon.
- ii. The Wife shall solely own the 2020 Mercedes AMGGLC63S, which is currently titled in the Husband's individual name. The Husband waives any interest in the property and will execute a title to the Wife within thirty (30) days of the date of this Agreement. The Wife shall indemnify and hold harmless the Husband for any indebtedness thereon.
- iii. The Wife shall solely own the jointly titled golf cart. The Husband waives any interest in the property. The Wife shall indemnify and hold harmless the Husband for any indebtedness thereon.


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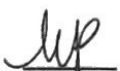

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- iv. Each party shall transfer, by Power of Attorney or transfer of actual title, by October 1, 2024, their interest in the vehicle to be received by the other party as a part of this settlement.
- C. Investments: The parties shall equally divide the following investment assets:
 - i. Jointly titled Palatine Hill investment account. The parties shall equalize the division of the assets within this account with the assistance of their financial advisor.
 - ii. Genesis Digital Assets (private company investment). The parties shall equally divide the existing shares of stock.
- D. Cigna Stock
 - i. The Wife shall solely own the Cigna stocks already in the parties' possession along with all vested and unvested Cigna stock options and Restricted Stock Units.
- E. The Husband waives any interest in the property. Bank Accounts
 - i. The parties have previously divided the following bank accounts:
 - 1. Joint Chase checking account
 - 2. Joint AmEx savings account
 - ii. Each party will keep as their own any bank accounts owned by them individually.
- F. Retirement Accounts:
 - i. The parties have the following retirement accounts:
 - 1. Husband's Voya 401k
 - 2. Husband's Schwab IRA
 - 3. Wife's Prudential 401k
 - 4. Wife's Schwab IRA
 - ii. The parties shall equalize the division of the retirement accounts by the Wife transferring \$238,740.00 from her Prudential 401k to the Husband's newly created Prudential IRA. The parties shall maintain ownership of their existing retirement plans and each party waives any additional interest in the other party's retirement plans.
 - iii. A Qualified Domestic Relations Order (QDRO) shall be completed to effectuate this division. The QDRO shall be paid equally by the parties and shall be started within thirty (30) days of the issuance of the Final Judgment of Dissolution of Marriage. The parties shall work together cooperatively to complete the QDRO.
- G. Husband's Businesses: The Husband has a partial ownership interest in two related businesses - 50% of Britely Dentures and Implants - Bonita Springs and 10% of Britely Dentures and Implants - Sarasota.
 - i. The Husband shall solely own the businesses. The Wife waives any future interest in the property. The Husband shall indemnify and hold harmless the Wife for any indebtedness thereon.


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- H. College Fund: The parties have established a 529 plan for their minor child. The parties agree to continue to maintain the account jointly. The parties do not intend to contribute additional funds to this account and recognize they may agree to fund it again in the future. Neither party shall withdraw any funds from, borrow money against, or otherwise encumber this account without agreement between both parties.
- I. Meridian Hills Country Club (MHCC) membership: The Husband shall be entitled to maintain this membership and pay the annual fee associated with the membership. The Husband must remove Wife's name from the membership to remove any obligation she may currently have. The Husband shall indemnify and hold harmless the Wife for any indebtedness associated with this membership.
- J. Baywater Boat Club membership: The Husband shall be entitled to maintain this membership and pay the monthly fee associated with the membership. The Husband must remove Wife's name from the membership to remove any obligation she may currently have. The Husband shall indemnify and hold harmless the Wife for any indebtedness associated with this membership.
- K. Personal Property: The Husband will keep all personal property in his possession at his current residence. From the Marital Home, the Husband shall retain the wine fridge, gun safe, firearms, Big Green Egg, workbench, power and hand tools, Butler Basketball chairs, Vestaboard, 77" Sony TV, and 55" LG TV. The Wife shall retain all other personal property located in the Marital Home.
- L. Medical Insurance: The Wife will remove the Husband from the medical insurance following the Dissolution of Marriage.
2. **Alimony:** The parties agree that there will be no alimony support for either of them. Accordingly, each party agrees to waive any and all claims to receive alimony from the other and further the parties agree that this waiver is not modifiable.
3. **Child Support:**
- A. **Monthly Child Support Payments.** The Husband agrees to provide the Wife child support in the amount of \$385.00 monthly for the support of the one child. Child support payments shall begin September 1, 2024 and on the 1st day of each month thereafter. The Husband and the Wife will split expenses related to aftercare and extracurriculars 50%/50%. Each Parent will provide sufficient clothing and will pay for camps and additional childcare expenses separately.


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B. **Termination of Child Support.** The parties agree the child support obligation will automatically terminate upon the occurrence of the first of the following events:

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

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

D. **Medical Insurance & Expenses:** The Wife agrees to continue to provide health insurance coverage for the child. Both parties agree to be responsible for any medical, dental, orthodontic, optical, psychological, and other health related care costs not covered by insurance equally. All medical expenses shall be promptly submitted to the insurance carrier. The party who incurred the uncovered expense shall provide the other party with a receipt and shall be reimbursed one-half of the expense within thirty (30) days. Each party shall keep copies of all medical expenses incurred during the minority of the child.

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

F. **Life Insurance:**

- i. As security for payment of child support, each party shall maintain their existing life insurance policies for \$1,000,000.00 until the child is 18 years old. Both parties shall establish a trust for the benefit of


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the minor child and both parties shall assign the trust as the beneficiary of the life insurance policies.

- ii. The existing life insurance policies are as follows:
 - 1. Protective Life Insurance xx2814 (Wife)
 - 2. Protective Life Insurance xx2813 (Husband)
- iii. Each party shall provide the other party proof of renewal of their life insurance policy annually.


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Date August 29, 2024

9/7/24

M. Pasiecznyk

Meghan Pasiecznyk, Wife

J. Pasiecznyk

John Pasiecznyk, Husband

PARENTING PLAN

1. **Parents:**

- a. Meghan Pasicznyk, Wife
Address: 3750 Crayton Rd
Naples, FL 34103
Phone number(s): 407-680-7991
Email(s): meghan.pasicznyk@gmail.com
- b. John Pasicznyk, Husband
Address: 1035 3rd Ave South, Unit 221
Naples, FL 34102
Phone number(s): 330-990-5055
Email(s): jpasiczn@gmail.com

2. **One Child.** The parties have one minor child. This Parenting Plan is for him:

Name: R.P. D.O.B.: 05/12/2016

Jurisdiction:

- a. The United States is the country of habitual residence of the child.
- b. The State of Florida maintains the most significant contacts with the child and is the most appropriate forum for addressing parenting contact and time-sharing.
- c. The State of Florida is the child's home state for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act.
- d. This Parenting Plan is a child custody determination for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act, the International Child Abduction Remedies Act, 42 U.S.C. ss 11601 et seq., the Parental Kidnapping Prevention Act, and the Convention on the Civil Aspects of International Child Abduction enacted at the Hague on October 25, 1980.

3. **Parental Responsibility and Decision Making:** Parental Responsibility Shall Be Shared. Both parents understand it is the public policy of the State of Florida to assure minor children frequent and continuing contact with both parents after the parents have separated or dissolved their marriage and to encourage parents to share the rights and responsibilities of child rearing. Both parents shall discuss and agree upon major decisions affecting the welfare of the child. Major decisions are all decisions affecting the child's growth and development, specifically including, but not limited to:

- * choice of school,
- * whether the Child can voluntarily miss school,
- * extent of travel away from home,


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- * medical decisions including the selection of medical/dental/therapeutic providers, and any and medical treatments, elective or otherwise,
- * when to acquire a cell phone,
- * use of or access to firearms,
- * psychotherapy or similar treatment,
- * part or full-time employment,
- * purchase or operation of a motor vehicle,
- * hazardous sports or activities, and
- * permission to marry prior to attaining the age of majority.


Both parents understand that they shall not exercise these responsibilities for the purpose of frustrating, denying, or controlling in any manner the other parent. The consent of either parent shall not be arbitrarily withheld. Both parents shall attempt to work cooperatively in making future plans consistent with the best interest of the child and in amicably resolving any disputes that arise.

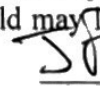
- a. While the parties shall follow shared parental responsibility, as described above, as permitted by Florida Statutes § 61.13 (2)(b)3.a. (2024), either parent may consent to mental health treatment for the child.
- b. If either parent makes a request concerning a change to the parenting schedule or any other issue that falls under the umbrella of shared parental responsibility, in writing, the receiving parent must respond in writing within seven (7) days. Failure to respond in writing within seven (7) days will be considered consent to the request.

4. **Responsibility of the Parent-In-Residence.** When the child is in the physical care of a parent, that parent shall have the responsibility for seeing to it that the child is fed, cared for properly, and taken to school. That parent shall refrain from engaging in any activity which may endanger the health, safety or morals of the child. That parent shall take responsibility for medical and dental emergencies (in an emergency, permission of both parents shall not be necessary). That parent will arrange direct adult supervision for the child at all times that the parent is away from the home, until the child has reached an age in which the parties agree that the child can be left unsupervised. Day to day decisions of a routine nature, such as bedtime, homework, and day to day school activities shall be made by the parent then in residence.

5. **Extracurricular Activities:** This paragraph is intended to address current or possible future activities for the child, which involve a time commitment for the child during the timesharing of both parents, or to which both parents will need to financially contribute.

- a. The parents must mutually agree to all extra-curricular activities for the child. Once enrolled in an extra-curricular activity, the parent with the child shall transport the child to any and all activities.
- b. Parent Participation: Both parents may participate in and attend special activities in which the child is engaged, such as religious activities, school programs, sports events and other extracurricular activities and programs in which the child may later


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become involved.

- c. Exchange of Information: Recreational and extracurricular activities shall be discussed and agreed between the parents before the child is committed to a recreational or extracurricular activity or informed of a decision. If the child requests to participate in an activity, the parent hearing the request should simply respond that the parents will need to discuss it rather than inform the child that he will or will not be allowed to participate.
 - d. Neither parent shall enroll the child in any activity or permanently remove the child from an existing activity that has expected involvement by the other parent without prior agreement by the other parent.
 - e. Scheduled Events: Absent the child being ill, if the child has a sports game, lesson, scout meeting or other extracurricular activity, the parent enjoying parenting time with the child that day shall assure that the child is available to participate, provided that the parents have previously agreed that the child should be enrolled in the activity. Both parents shall consider their child's wishes before any scheduled activity or event is missed.
6. **Private School:** The child does not presently attend private school. If the parents decide to enroll the child in private school in the future, they must agree upon the school and the division of the cost of such private school between them.
7. **Information Sharing:**
- a. Unless otherwise prohibited by law, each parent shall have access to medical and school records and information pertaining to the child and shall be permitted to independently consult with any and all professionals involved with the child. The parents shall cooperate with each other in sharing information related to the health, education, and welfare of the child and they shall sign any necessary documentation ensuring that both parents have access to said records.
 - b. Each parent shall be obligated to share information they get from teachers, physicians, mental healthcare professionals, etc. with the other parent.
 - c. Both parents have equal rights to inspect and receive governmental agency and law enforcement records concerning the child.
 - d. Both parents shall have equal and independent authority to confer with the child's school, day care, health care providers, and other programs with regard to the child's educational, emotional, and social progress.
 - e. Both parents shall be listed as the first two "emergency contacts" for the child on any and all forms that require such information.


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- f. Each parent has a continuing responsibility to provide a residential, mailing, and contact address and contact telephone number to the other parent. Each parent shall notify the other parent in writing within 24 hours of any changes.
8. **Scheduling (Timesharing).** Both parents shall continue to have frequent and continuing contact with the child. The parents agree to the following parenting schedule:
- School Calendar:** On or before July 1 of each year, both parents shall obtain a copy of the school calendar for the next school year to discuss and create a parenting contact calendar following the child's academic calendar and this Parenting Plan. If there are any discrepancies, the parents will attempt to resolve them before the beginning of the school year to ensure the time sharing schedule herein is followed throughout the year.
 - Academic Break Definition:** When defining academic break periods, the period shall begin at the end of the last scheduled day of classes before the holiday or break and shall end on the evening before the first day of regularly scheduled classes after holiday or break.
 - Weekly Schedule:** The parents shall alternate the weeks. The child shall reside with Mother beginning Monday evenings until the following Monday when they shall reside with Father until the following Monday.
 - Holidays:** The Holiday schedule supersedes and has priority over the regularly scheduled parenting time. Holidays are defined as follows:

Holidays	Even Years	Odd Years	Begin/End Time
Christmas	Father	Mother	Christmas Eve 8:00 PM through Christmas Day 8:00 PM
Thanksgiving Day	Mother	Father	8:00 AM through 8:00 PM
Easter Sunday	Mother	Father	8:00 AM through 8:00 PM

- Winter Break: The parents will follow the regular schedule.
- Spring Break: The parents will follow the regular schedule.
- Mother's Day/Father's Day: The child shall spend Mother's Day with their Mother and Father's Day with their Father. These days begin at 8:00 AM will continue through the following Monday.
- Summer Break: The parents will follow the regular schedule and may agree upon extended parenting time for each parent. In addition, each parent may select a block of time to have up to two weeks (fourteen consecutive nights)


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with the child during the summer. To accomplish this break, the parties must notify one another of their selected summer week as soon as they have selected a time for vacation. In the event the parties have selected the same week or weeks, then the parent who provided written notice of their selected time first, shall be given precedence. The purpose of this paragraph is to allow each parent two consecutive weeks with the child; accordingly, after the two-week block, the weekly schedule will switch so that the vacationing parent does not have three consecutive weeks.

9. **Designation for Other Legal Purposes:** For school boundary and other legal purposes, the Mother's address shall be designated. The Mother shall be responsible for enrolling the child in school. This designation is solely for purposes of all other state and federal laws which require such a designation. This designation does not affect either parent's rights and responsibilities under this Agreement.


10. **Flexible Changes:** We agree to cooperate with each other and, when available and willing, swap days and be flexible with each other to make any changes due to a change in either the parent's or a child's schedule. Each parent shall keep to a minimum those times when the child is to be with the other parent and is not because of a last minute change in plans. In the event either parent will be away from the child overnight during their timesharing, the other parent will be given the first opportunity to care for the child during such time, and if the other parent does not exercise their right to have the child, then the unavailable parent shall make the other arrangements for child care at their sole expense. If a traveling parent provides advance notice of their unavailability, and the other parent cares for the child during the period of unavailability; then the parties will endeavor to schedule make-up time for the traveling parent. The parties will agree to make-up time, but it is not mandated if the parties cannot agree.

11. **Number of Overnights:** Based on the timesharing schedule, the Mother has a total of 182.5 overnights per year and the Father has a total of 182.5 overnights per year.

12. **Transportation and Exchange of Children:**

- a. The parent ending their timesharing shall provide transportation for the child.
- b. Exchanges shall occur at the child's school immediately after school on school days or at the parents' homes at 6:00 p.m. on non-school days unless both parents agree to a different location.
- c. Both parents shall have the child ready with sufficient clothing packed at the time of the exchange.
- d. Both parents shall be on time when transporting the child under the parenting schedule. If either parent is running late, they shall call the other parent to let them know. In any event, neither parent shall be more than 30 minutes late for exchanging the child without notifying the other parent.

13. **Foreign and Out-of-State Travel:**


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- a. Either parent may travel with the child during his/her timesharing within the United States so long as such travel does not interfere with the timesharing set forth for the other parent. Each parent shall always provide the other parent with at least five days advance notice of the dates, location, schedule for the travel, as well as the telephone number where the other parent can reach the child whenever the child travels from either home.
- b. Either parent may travel out of the country with the child during his/her timesharing so long as such travel does not interfere with the timesharing set forth for the other parent and so long as the traveling parent complies with the provisions of this paragraph. At least two weeks prior to the scheduled travel (or as soon as the travel is booked in the event the travel is booked less than two weeks before the date of travel), the traveling parent shall provide the other parent with the dates of travel, the location of travel (city/ies and country/ies), the general travel schedule including the dates of leaving and returning and any dates of travel to from destination to destination, airline flight information, and telephone numbers where the other parent can reach the child whenever the child travels out of the country. The child's passport may be held by one parent. Regardless of which parent has possession of the child's passport, that parent shall immediately provide the child's passport to the other parent whenever the parent has complied with this paragraph and provided notice of travel.

14. **Communication**

a. Between Parents:

- i. All communications regarding the child shall be between the parents. The parents shall not use the child as a messenger to convey information, ask questions, or set up schedule changes.
- ii. As a matter of courtesy, we agree to refrain from contacting the other parent during work hours unless the matter is urgent or an emergency.
- iii. We also agree to return calls or text messages from the other parent that concern the children within 24 hours and those denoted as urgent/emergencies within 1-2 hours whenever possible.

b. Between Parent and Child:

- i. Open Telephone Communication. Each parent shall have open telephonic communication with the child at all times. Neither parent shall harass the other parent or abuse this privilege. Telephone calls shall not be made in a disruptive manner, nor shall they be so numerous as to constitute an annoyance or be disruptive to the other parent's home.
- ii. We shall at all times provide the other parent with a telephone number where the other parent can communicate with the child. If any child has their own cell phone, that child can be and should be reached directly.


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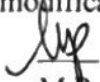

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- iii. We will assure that we shall have the child available to receive telephone calls from the other parent.
- iv. Each child shall be allowed to telephone each parent upon request.
- v. When traveling with the child, we will assure that the child telephone the other parent at least two times each week at an agreed upon time.
- vi. The purpose of telephonic communication is to maintain periodic contact with a child where is not possible to have physical contact. Both parents understand that the primary purpose is to have parent-child rather than parent-parent communication.
- vii. The child shall be assured of privacy during all calls with either parent.
- viii. Communication by Mail: Each parent shall promptly deliver to the child (and read, if necessary) all letters, birthday cards, holiday cards, and other similar communications sent to the child. Each parent shall encourage, and assist (if necessary) each child in acknowledging to the other parent the receipt of such communication.
- ix. Electronic Communication: It is in our child's best interest to have electronic communication with both parents. Each parent shall encourage, and if necessary, assist the child in receiving email, text messages, video conferencing, any other wired or wireless technologies, and other forms of electronic communication from the other parent. Each parent shall provide the other parent with access information necessary to facilitate electronic communication, and shall notify the other parent of any change in access information within three (3) days of the change.

15. **Relocation**: the parties acknowledge that any future relocation of either of them will be governed by Florida Statutes Section 61.13001 as it exists at the time of such relocation.

16. **Significant Others**: A parent must provide a 2-week notice to the other parent before introducing the child to any significant other.


17. **Changes or Modifications of the Parenting Plan**: Temporary changes to this Parenting Plan may be made informally without a written document; however, if the parties dispute the change, the Parenting Plan shall remain in effect until further order of the court. If the provisions of this Parenting Plan are modified or varied on a temporary basis when both parents agree in writing (which may be by email or other form of documentation), then such temporary changes shall be in place for as long as provided in the email or documentation; and if the email or documentation does not provide for the effective length of the temporary change, then any such change may not exceed one year. Any substantial or permanent changes to the Parenting Plan that are not agreed by the parties must be sought through the filing of a supplemental petition for modification.


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The parties have signed, sealed, and acknowledged the Parenting Plan on August 21, 2024.


Meghan Pasicznyk
Wife


John Pasicznyk
Husband


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