

IN THE CIRCUIT COURT IN AND FOR PASCO COUNTY, FLORIDA  
CIVIL DIVISION

IN RE: THE MARRIAGE OF  
STEPHEN D. PASCONE,  
Petitioner/Husband,

Case No. 51-2018-DR2783-WS/E

v.  
PROVIDENCE PASCONE,  
Respondent/Wife.

FILED FOR RECORD  
PASCO COUNTY, FLORIDA  
19 FEB 26 PM 3:03  
Paula S. O'Neil  
Clerk & Comptroller  
Pasco County, Florida

**FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE**

THIS CAUSE came on before the Court on February 26, 2019 upon the Petitioner/Husband's Petition for Dissolution of Marriage and Petition for Partition and the Mediation Settlement Agreement of the parties dated September 25, 2018. Appearing before the Court was the Petitioner/Husband, STEPHEN D. PASCONE, and his counsel Frank D. Klein, Esq. The Court having heard the evidence presented and being otherwise fully advised in the premises, makes the following findings of fact:

**FINDINGS OF FACT**

1. **Dissolution**: The parties were married to each other on May 12, 1995 and separated in August, 2018.
2. **Residency**: The Husband is a resident of the State of Florida, and has been a resident for more than six (6) months prior to the filing of his Counter Petition for Dissolution of Marriage action as evidenced by his Florida Driver's License.
3. **Jurisdiction**: The Court has jurisdiction of the parties hereto, and the subject matter herein.
4. **Grounds - Irretrievably Broken**: The marriage of the parties is irretrievably broken.
5. **Children**: There are no minor children born of the marriage, none are contemplated and the Wife is not pregnant.
6. **Name Restoration**: The Wife does not desire the restoration of her maiden name and shall remain, PROVIDENCE PASCONE.
7. **Mediation Settlement Agreement**: The parties entered into a Mediation Settlement Agreement on September 25, 2018, which was executed freely and voluntarily after full disclosure, and is in the best interest of the parties. Said Agreement was adopted by Court Order on September 26, 2018.

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Final Judgment of Dissolution of Marriage  
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**IT IS THEREFORE ORDERED AND ADJUDGED**

A. **Dissolution**: The marriage between the Petitioner/Husband, STEPHEN D. PASCONE and the Respondent/Wife, PROVIDENCE PASCONE, is hereby dissolved and each is restored to the status of being single and unmarried.


B. **Alimony**: The Husband shall pay directly to the Wife as permanent periodic alimony the sum of \$1,000.00 per month commencing October 5, 2018 and on the 5<sup>th</sup> of each month thereafter. Said alimony shall be taxable to the Wife and deductible by the Husband. In the event the Husband is ever more than seven (7) days late on any alimony payment, the Wife shall have the right to the entry of an Income Deduction Order whereby all future payments shall be via Income Withholding Order through the State of Florida Disbursement Unit.

C. **Name Restoration**: The Wife does not desire the restoration of her maiden name and shall remain PROVIDENCE PASCONE.

D. **Mediation Settlement Agreement**: The Mediation Settlement Agreement entered into by the parties on September 25, 2018 and adopted by Court Order on September 26, 2018, is ratified, adopted and approved and hereby incorporated into this Final Judgment of Dissolution and the parties are ordered to comply with the terms and conditions of same.

E. **Reservation of Jurisdiction and Enforcement**: Except as to the Dissolution of Marriage granted in this Final Judgment, the Court specifically reserves jurisdiction of this entire matter for the purpose of enforcing the executory provisions contained herein, and for the entry of any further orders that may be equitable, appropriate and just. Both parties are ordered to take whatever action is reasonable and necessary, and to conduct themselves in a manner conducive to carrying out the intent and purpose of this Final Judgment. The parties are ordered to comply with its terms and conditions.

**DONE AND ORDERED** in New Port Richey, Pasco County, Florida, this 26 day of February, 2019.



LAURALEE G. WESTINE  
Circuit Court Judge

Copies furnished to:  
Frank D. Klein, Esq.  
Allison Belcher, Esq.

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT,  
IN AND FOR PASCO COUNTY, FLORIDA  
CASE NO.: 51- 18 DR 2783 WS

IN RE: THE MARRIAGE OF  
PROVIDENCE PASCONE,  
PETITIONER/WIFE,  
AND  
STEPHEN PASCONE,  
RESPONDENT/HUSBAND.

FILED FOR RECORD  
PASCO COUNTY, FLORIDA  
2018 OCT -3 PM 4:55  
Paula S. O'Neil  
Clerk & Comptroller  
Pasco County, Florida

MEDIATION SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into on this 25<sup>TH</sup> day of September, 2018 by and between PROVIDENCE PASCONE, hereinafter referred to as "the WIFE" and STEPHEN PASCONE, hereinafter referred to as "the Husband" and collectively hereinafter referred to as "the PARTIES."

WITNESSETH

WHEREAS, the parties were married on May 12, 1995;

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

WHEREAS, there are no remaining minor children born or adopted of the marriage and the Wife is not now pregnant; and

WHEREAS, the parties desire to settle all issues pending in the above-styled action for dissolution of marriage and other relief, including but not limited to issues concerning spousal support, and equitable distribution so that their respective present and future property and financial rights, claims and demands upon the other, be fully, finally and conclusively settled and determined by this Marital Settlement Agreement; and

WHEREAS, the Parties hereto represent that this Marital Settlement Agreement has been formulated by and agreed to by the Husband and Wife personally, and that the Husband, and Wife consider this agreement to be fair and equitable and represent that they are in accord with and understand the terms thereof; and

WHEREAS, each party having had the benefit of investigation, advice and recommendation with reference to the subject matter of this agreement and both parties acknowledging that each has been adequately informed of the wealth, property, estate, income and liabilities of the other and of his or her respective rights in the premises and each being

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conversant with all the property and income possessed by the other and the value thereof; and

**NOW THEREFORE**, in consideration of the sum of the mutual and several promises and undertakings hereinafter made and assumed and for good and valuable consideration by each to the other delivered, the receipt and sufficiency of which are hereby acknowledged, the parties do freely and voluntarily agree by and between themselves as follows:

### **ARTICLE I SEPARATION**

1.0 Irreconcilable differences have arisen between the parties and as a result, the Husband and Wife intend to live separate and apart from each other and desire to settle and adjust all matters relating to (a) their marital duties, (b) past, present and future support of the other, (c) all property rights, both real and personal, that each may have by virtue of their marriage or otherwise, and (d) payments in the nature of alimony and all other allowances which either may be entitled to in the event of a separation or Dissolution of Marriage.

### **ARTICLE II RECONCILIATION**

2.0 It is the express intention of the parties that a reconciliation in no way shall abrogate or affect the provisions of this agreement concerning the settlement and disposition of property rights between the parties in their respective realty and personal property as set forth in this agreement.

### **ARTICLE III ALIMONY**

3.0 **PERMANENT ALIMONY.** The Husband shall pay to the Wife the sum of \$1,000.00 per month as and for permanent periodic alimony. The Parties have agreed that this alimony shall not be taxable to the Wife nor deductible to the Husband. This alimony shall begin on October 5, 2018 and shall continue on the 5<sup>th</sup> of each and every month thereafter. The Parties have agreed that the Husband shall pay the Wife directly and in the event the Husband is ever more than seven (7) days late, the Wife shall be entitled to the entry of an Income Withholding Order whereby all future alimony payments shall be made via IWO through the State Disbursement Unit. In the event an IWO or QDRO or other document is required, the Husband shall be responsible for any costs and fees associated with the preparation of the document. This alimony shall terminate upon the death of either party and the remarriage of the Wife. This alimony is subject to modification as provided by law.

In order to secure the alimony, the Parties have agreed that the Wife shall be entitled to purchase a life insurance policy on the Husband's life. The Husband will sign any and all documents necessary to allow the Wife to purchase this policy. The Wife shall be responsible for any cost of the policy.

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3.1 **WAIVER OF OTHER FORMS OF ALIMONY.** Other than the permanent alimony set forth in paragraph 3.0, above, the parties hereby waive any right to receive alimony or support from the other party. Both parties have been fully informed as to the finality of this waiver and enter into this agreement freely and voluntarily.

3.2 **HEALTH INSURANCE:** The Parties have agreed that the Wife shall remain on the Husband's health insurance and that a Final Judgment of Dissolution of Marriage will not be entered until March 1, 2019 unless the Wife secures health insurance prior to March 1, 2019. In the event the Wife secures health insurance prior to March 1, 2019, the Final Judgment can be entered prior to March 1, 2019.

#### ARTICLE IV EQUITABLE DISTRIBUTION

4.0 **MARITAL ASSETS AND LIABILITIES.** As and for an equitable division of marital property, assignment of non-marital property and as and for the payment of marital debts, the parties shall make those transfers, conveyances, assignments, payments and acknowledgments in accordance with the terms, provisions, conditions and covenants as follows:

4.1 **REAL ESTATE.**

During the course of the marriage, the parties acquired certain real property as follows: 9708 Reynosa Drive, New Port Richey, FL, hereinafter referred to as the "Former Marital Home." The Husband shall have immediate exclusive use, possession and ownership of this property. Effective immediately, the Husband shall be responsible for and shall indemnify and hold the Wife harmless for any and all liability associated with this property. The Husband's attorney shall prepare and the Wife shall execute and deliver a Quit Claim Deed whereby she relinquishes her interest in the property.

During the course of the marriage, the parties acquired certain real property as follows: 7730 West River Bend Drive, Dunnellon, Florida. The Wife shall have immediate exclusive use, possession and ownership of this property. Effective immediately, the Wife shall be responsible for and shall indemnify and hold the Husband harmless for any and all liability associated with this property. The Wife's attorney shall prepare and the Husband shall execute and deliver a Quit Claim Deed whereby he relinquishes his interest in the property.

4.2 **CONTENTS OF THE FORMER MARITAL HOME.** The parties hereby acknowledge and agree that they shall each keep all items of personal property in their respective homes except as follows:

The Wife shall be entitled to the items on the attached personal property list from the Former Marital Home. The attorneys will coordinate the return of these items to the Wife.

The Husband shall be entitled to the Jon boat, trailer, Indian Canoe and outboard motor,



2004 enclosed trailer with drop down ramp. All of these items are at the Dunnellon property. The attorneys will coordinate the return of these items to the Husband.

It is specifically understood that other than the collectible items that the Wife shall receive on the attached list and those items in her possession, the Husband shall keep all remaining collectible items, guns, ammunition and any other item in his possession.

**4.3 HUSBAND'S MOTOR VEHICLES.** The Husband shall receive exclusive use ownership and possession of the 1989 Jeep, 1989 Ford F150, 2014 Harley Davidson Street Glider, 2017 Polaris Slingshot and 2007 Lincoln MKLT. The Husband shall be solely responsible for and shall indemnify and hold the Wife harmless for any and all liability associated with these vehicles. The Wife agrees to sign any and all documents necessary to relinquish her interest in these items.

**4.4 WIFE'S VEHICLES.** The Wife shall receive exclusive use ownership and possession of the 2007 FJ Cruiser. The Wife shall be solely responsible for and shall indemnify and hold the Husband harmless for any liability on said vehicle. The Husband shall execute any and all documents necessary to relinquish his interest in this vehicle.

**4.5 RETIREMENT AND INVESTMENT ACCOUNTS.** The Parties have no retirement accounts.

**4.6 BANK ACCOUNTS:** The Parties shall close the joint bank accounts. The Wife shall be entitled to the sum of \$14,000.00 from the GTE Financial credit union account and the Husband shall keep the balance of the GTE Federal Credit Union and the balances in the joint Bank of America Savings and Checking Accounts. The Husband will write a check to the Wife contemporaneous with the execution of this Agreement for \$14,000.00.

**4.7 HUSBAND'S DEBTS.** Except as otherwise set forth in this agreement, the Husband shall be solely responsible for any debt incurred in his name only and any debt so incurred after separation. The Husband will indemnify and hold Wife harmless for any such separate debt. Specifically, the Husband shall be responsible for the GTE Financial, Walmart and Chase obligations.

**4.8 WIFE'S DEBTS.** Except as otherwise set forth in this agreement, the Wife shall be solely responsible any debt incurred in her individual name only and any debt incurred by her after separation. The Wife will indemnify and hold Husband harmless for any such separate debt. Specifically, the Wife shall be responsible for the Community and Macy's obligations.

**4.9 DEBTS NOT SPECIFICALLY ALLOCATED.** Should there be any debt, payment for which is not specifically allocated to a party under the terms of this Agreement, the party who has incurred such debt shall be solely responsible for the payment of same and shall hold the other harmless there from.

**4.10 CREDIT CARD & DEBT INDEMNIFICATION.** Each of the parties hereto represents that he or she has not contracted and will not hereinafter contract any debt, charge or

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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 hold the other and the estate of the other harmless therefrom in all respects unless otherwise specifically provided for within the confines of this agreement. The indemnification and hold harmless agreement herein is in the nature of support, not dischargeable in bankruptcy, and the indemnification includes any liability that may be incurred by the party indemnified and held harmless for any and all costs and attorney's fees.

**4.11 POST SEPARATION DEBTS.** The parties agree that each shall assume and be solely responsible for all indebtedness incurred by him or her subsequent to the date of separation.

**4.12 JOINT CREDIT CARD:** All joint credit cards shall be closed.

**4.13 EQUALIZING PAYMENT:** The Parties agree that as and for an equalizing payment, the Husband shall pay to the Wife the sum of \$18,500.00 which shall be paid as follows: Beginning October 5, 2018 and continuing on the 5<sup>th</sup> day of each and every month thereafter until paid in full, (37 months), the Husband shall pay the Wife directly the sum of \$500.00 per month. This obligation shall be enforceable by contempt.

**4.14 CELL PHONE:** The Husband shall be responsible for the cost of the Wife's cell phone bill through September 30, 2018.

#### ARTICLE V ATTORNEY FEES

**5.0 ATTORNEY'S FEES.** The parties have agreed that they will each be individually responsible for their attorney's fees.

**5.1 PREVAILING PARTY.** Each party agrees that in the event a party files a Petition or Motion to enforce or compel compliance with any aspect of this Agreement, the prevailing party shall be entitled to reasonable fees and costs incurred in connection with the Petition or Motion including any appeal.

#### ARTICLE VI GENERAL PROVISIONS

**6.0 EXECUTION OF DOCUMENTS.** The parties hereto agree to execute any and all documents necessary to comply with the terms and provisions of this Marital Settlement Agreement and the Parenting Plan that has been separately executed in this action.

**6.1 WAIVER OF RIGHTS TO OTHER PARTY'S ESTATE.** Other than as set forth herein, each party hereby waives any and all rights to the following:

- a. to inherit any part of the estate of the other at his or her death;

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- b. to take property from the Estate of the other by devise or bequest, except under a Will or Codicil dated subsequently to the date of this Agreement;
- c. to act as the Personal Representative under the Will of the other, unless so nominated by a Will or Codicil dated subsequently to the date of this Agreement;
- d. to act as the Personal Representative of the Estate of the other on intestacy unless nominated by another party legally entitled to so act.

**6.2 HOLDING OTHER PARTY FREE AND HARMLESS.** With respect to past, present and future liabilities and obligations.

a. Husband warrants to Wife that he has not incurred (except as otherwise specified in this Agreement), and he agrees that he shall not incur, any liability or obligation for which she is, or may be liable. If any claim or action is brought attempting to hold her liable for any such liability or obligation he shall, at his sole expense, defend her against any such claim or action, whether or not well founded, and he shall hold her free and harmless for the same and pay the cost of her reasonable attorney's fees.

6.3 Wife warrants to Husband that she has not incurred (except as otherwise specified in this Agreement), and she agrees that she shall not incur, any liability or obligation for which he is, or may be liable. If any claim or action is brought attempting to hold him liable for any such liability or obligation she shall, at her sole expense, defend him against any such claim or action, whether or not well founded, and she shall hold him free and harmless for the same, and pay the cost of his reasonable attorney's fees.

Husband warrants to Wife that he has not incurred (except as otherwise specified in this Agreement), and he agrees that he shall not incur, any liability or obligation for which she is, or may be liable. If any claim or action is brought attempting to hold her liable for any such liability or obligation he shall, at his sole expense, defend her against any such claim or action, whether or not well founded, and he shall hold her free and harmless for the same, and pay the cost of her reasonable attorney's fees.

**6.4 DISCLOSURE.** Pursuant to Rule 12.285 (a) Fla. Fam. L.R.P., the parties hereby acknowledge that they have exchanged financial affidavits in this cause and provided disclosure sufficient to make a full and informed decision in this cause.

**6.5 LATER-ACQUIRED PROPERTY.** Husband and Wife confirm that any and all property received or acquired by either of them after the date of this Agreement, including rents, earnings, purchases, gifts, trust receipts, and insurance proceeds, shall be the non-marital property of the receiving or acquiring party.

**6.6 RIGHT TO LIVE SEPARATELY AND FREE FROM INTERFERENCE.** Each party shall live separate and apart from the other at any place or places that they may

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respectively select.

**6.7 LAWS OF FLORIDA TO GOVERN.** This Agreement shall be construed in accordance with the laws of the State of Florida, entirely independent of the forum and political jurisdiction where it may come up for construction or enforcement. If a Court of competent jurisdiction at any time after entry of Judgment for Dissolution of Marriage holds that a portion of this Agreement is invalid, the remainder shall not be affected thereby and shall continue in full force and effect. The parties agree that Florida is the jurisdiction having the greatest interest in the subject matter of this Agreement in that the Agreement was prepared and executed in Florida, the parties are residents of Florida, and the parties maintained a marital domicile in Florida.

**6.8 FULL AGREEMENT.** Each party fully understands the facts and has been informed of his or her legal rights and obligations hereunder, and each is signing this Agreement freely and voluntarily, intending to be bound by it. Each party understands and agrees that this Agreement constitutes the entire contract of the parties; it supersedes any prior understandings or agreements on the subjects covered in this Agreement. There are no representations or warranties other than those set forth herein. The parties acknowledge that this Agreement constitutes the full, complete, and final settlement of all alimony rights, property rights, liabilities and other responsibilities between the parties hereto and it is further a full, complete, and final settlement of all claims of any nature whatsoever that either party may have against the other, now or hereafter, except and expressly provided for herein.

**6.9 EXECUTION OF DOCUMENTS.** Each party shall cooperate in executing any and all documents and other papers necessary to effectuate this Agreement and carry out its terms.

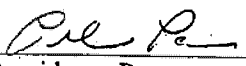
**6.10 CONFIDENTIALITY.** Other than for the purpose of filing this agreement with the Court and for purposes of carrying out or enforcing the terms of this agreement, the parties hereto agree that due to the private nature of the personal and financial information of the parties, the contents of this Agreement and the pleadings in this case are confidential, and shall not be disclosed to a third party, except to a third party with whom a party has a strict confidential relationship, such as an attorney, psychologist, accountant or the like, or by Court Order.

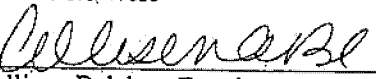
**6.11 BANKRUPTCY.** Each party agrees that the financial obligations assumed by each towards the other, directly or indirectly, as a result of this Agreement, **shall not be dischargeable in bankruptcy.** The parties further agree that all such obligations are non-dischargeable under the U.S. Bankruptcy Code. If a bankruptcy petition is filed, the Debtor party agrees to reaffirm the indebtedness for which he or she accepted responsibility under the terms of this family law agreement. Should Bankruptcy Court action prejudice either party in the collection of money or receipt of property hereunder, such action shall constitute as substantial change in circumstances so as to justify a modification of the terms and conditions of the Agreement by the Court.


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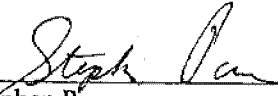
**EFFECTIVE DATE.** The effective date of this Agreement shall be the date that is last executed by either party.

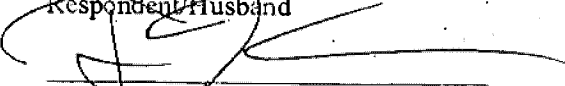
**IN WITNESS WHEREOF,** the Husband and Wife each have hereunto set their respective hands and seals the day and year first written above.

  
\_\_\_\_\_  
Providence Pascone  
Petitioner/Wife

  
\_\_\_\_\_  
Allison Belcher, Esquire

  
\_\_\_\_\_  
Amy G. Cohen, Mediator

  
\_\_\_\_\_  
Stephen Pascone  
Respondent/Husband

  
\_\_\_\_\_  
Frank Klein, Esquire



**WIFE'S PERSONAL PROPERTY ITEMS**

1. 32" tv;
2. Wife's Mother's record albums: Frank Sinatra, Tony Bennett, Chicago, John F. Kennedy;
3. Samsung camera;
4. Pressure Washer;
5. Portable shampoo machine;
6. All of the Wife's Christmas ornaments, lights, Christmas Mickey and Minnie dolls; all villages & Santas;
7. Unopened Lucy doll;
8. Speed Racer pictures;
9. Hess Trucks;
10. Any Coca Cola trucks in closet;
11. Any Mickey and Minnie items in closet;
12. 1 Lost in Space robot;
13. 1 Lone Ranger rocking Horse



**STATE OF FLORIDA, COUNTY OF PASCO**  
THIS IS TO CERTIFY THAT THE FOREGOING IS A  
TRUE AND CORRECT COPY OF THE DOCUMENT  
ON FILE OR OF PUBLIC RECORD IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL THIS

28 DAY OF February 2019  
PAULA S. O'NEIL, CLERK & COMPTROLLER

BY  DEPUTY CLERK

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