22SL-DR02215 Thomas Deckelman v Sara Deckelman
Exhibit 1

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**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY**
**STATE OF MISSOURI**

**EXHIBIT 3**

| | | |
|---|---|---|
| THOMAS DECKELMAN, | ) | |
| | ) | |
| Petitioner, | ) | |
| | ) | Cause No. 22SL-DR02215 |
| vs. | ) | |
| | ) | Division 32 |
| SARA DECKELMAN, | ) | |
| | ) | |
| Respondent. | ) | |

**MARITAL SETTLEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 26 day of April, 2023, by and between Thomas Deckelman (hereinafter referred to as Petitioner), and Sara Deckelman (hereinafter referred to as Respondent).

WITNESSETH THAT:

WHEREAS, the parties were lawfully married in Franklin County, Missouri on April 14, 2016 and lived together as husband and wife from and after said date until on or about April 29, 2022;

WHEREAS, there are no unemancipated children;

WHEREAS, Petitioner has filed a Petition for Dissolution of Marriage in the above-captioned proceeding and Respondent has answered said Petition and is represented by counsel; and

WHEREAS, subject to the approval of the Court, the parties desire to settle and adjust all property and marital rights now existing between them by reason of their marriage.

NOW, THEREFORE, in consideration of the promises and mutual premises herein contained, the adequacy and sufficiency of which are acknowledged and confessed, and subject

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to the Court granting a Decree of Dissolution and finding this Agreement to be not unconscionable, it is hereby stipulated and mutually agreed as follows:

1. Maintenance: Petitioner is not requesting maintenance from Respondent, statutory or otherwise, and understands that by not requesting statutory maintenance herein he is forever barred and waives all claims and rights to maintenance, both temporary and permanent, both now and in the future, based upon the dissolution of marriage from Respondent.

Respondent is not requesting maintenance from Petitioner, statutory or otherwise, and understands that by not requesting statutory maintenance herein she is forever barred and waives all claims and rights to maintenance, both temporary and permanent, both now and in the future, based upon the dissolution of marriage from Petitioner.

2. Attorney's Fees/Court Costs: Petitioner and Respondent shall each pay his and her own respective attorneys fees.

All court costs of this proceeding shall be paid from the court costs deposit previously posted.

3. Personal Property: The parties have divided their tangible personal property and shall retain as his or her sole and exclusive property all tangible personal property in his or her possession on the date of the execution of this Agreement. If Respondent is able to locate Petitioner's Marine Dress uniform or memorabilia created by his children, she shall return same to Petitioner.

Not an Official Court Document

4. Automobiles:

Not an Official Court Document



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5. Bank Accounts: Petitioner and Respondent shall retain each retain as his or her sole and exclusive property all funds held on the date of this Agreement in any account standing in his or her name individually in any bank, savings and loan association, or similar depository.

6. Retirement Accounts/Pension Plans/Profit Sharing Plans: The parties hold in their respective names a number of retirement accounts and retirement funds.

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These accounts shall be divided such that each party receives one-half the marital portion of said retirement accounts, plus gains or losses on their respective marital shares. The parties shall cooperate to determine the calculations of same and shall provide account statements which illustrate the value of any such account as of the date of marriage (or as close thereto as possible) and as of April 1, 2023 (or as close thereto as possible). These statements shall be provided to the other party's counsel no later than May 3, 2023 if able to be obtained from said employers. Further, the parties shall provide any statements on the date of any rollovers (if any). Should there be a dispute over the calculations, Simone Haberstock shall be appointed as a special master to determine same. The parties shall equally divide the cost of said special master; however, if Simone Haberstock determines that one party has been unreasonably uncooperative or unreasonably drives up the special master costs, Simone Haberstock may reallocate fees. Failure to comply with this provision shall result in an award of attorneys' fees as determined by a court of competent jurisdiction.

To the extent other retirement accounts exist, the parties shall divide them such that each party receives one half the marital portion plus gains or losses on their respective marital shares.

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Each party shall fully cooperate in the execution of any documents necessary to effectuate the transfer.

Respondent shall be responsible for preparing the Qualified Domestic Relations Orders for any accounts in Petitioner's name; and Petitioner shall be responsible for preparing the Qualified Domestic Relations Orders for any accounts in Respondent's name.

The parties each have restricted stock units ("RSU") available to him or her through their employment. As of today's date, Petitioner has has an interest in the following marital RSUs through his employment at Vifor:

[redacted]

Respondent has an interest in the following marital RSUs :

[redacted]

through Abbvie and Equatex.

Upon the date of maturity/vesting, the party holding the restricted stock unit shall pay to the other one-half the value of the restricted stock units. WIthin seven days of the RSU's vesting, the party holding the restricted stock unit shall provide information from the employer as to determination

of the value of the stock unit as well as documentation that illustrates the taxes withheld to determine the gross versus net value of the stock unit(s) sold. Neither party shall be entitled to monies from restricted stock units obtained after the entry of the Decree of Dissolution; if there are additional RSUs obtained during the marriage but not listed above, they shall be subject to the preceding paragraphs. If there are disputes as to the calculation of the values of RSU, Simone Haberstock shall be appointed as a special master to calculate and determine same. The parties shall equally divide the costs of Simone Haberstock; however, if Simone Haberstock determines that one party has been unreasonably uncooperative or unreasonably drives up the special master costs, Simone Haberstock may reallocate fees. Failure to comply with this provision shall result in an award of attorneys' fees as determined by a court of competent jurisdiction.

7. Residence: Petitioner and Respondent own as tenants by the entirety Certain real estate and residence known and numbered as 2510 High School Drive, Brentwood, Missouri 63144, and described on Exhibit B, attached hereto and incorporated herein.

Beginning August 1, 2023, the parties shall list the property with Ford Manion of Gladys Manion Real Estate (hereinafter "the realtor") for an initial listing period of six (6) months. Should the property not sell within the initial listing period of six months, the parties are ordered to re-list the property for an additional six month period until said property is sold and are ordered to keep the property listed until sold.

The property shall be listed as "active status" on the MLS as of August 1, 2023 and shall be ready and available for showings as of the same date. The initial list price shall be as the realtor determines. The Court acknowledges that there is a promissory note payable to [redacted]



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[redacted] and secured by a first deed of trust on the real property that currently has an outstanding balance of [redacted]

Should there be no contract on the house within thirty (30) days of the initial listing, the parties shall follow the recommendation of the above-named realtor in any listing price changes. The realtor shall provide recommendation to make a price change in writing to both parties. If either of the parties disagrees with the price change recommendation by the realtor, the party disagreeing shall have five (5) days from the date of the recommendation to file a motion disputing the recommendation. If a party does not file a motion disputing the price change recommendation of the realtor, that party shall be deemed as consenting to the price change.

Respondent is to have exclusive possession of the marital home upon execution of Judgment of Dissolution by the parties. Respondent shall keep the property neat and broom clean for potential showings. Additionally, Respondent shall make the property available for all reasonably requested showings. Respondent shall cooperate with all reasonable recommendations of the real estate agent related to cleaning, organization, staging and decorating of the property. The parties shall equally divide any costs necessary to prepare the house for sale (including staging and decorating of the property as recommended by realtor); however, said costs shared by the parties shall include only necessary improvements or repairs recommended in writing by the real estate agent. If a party pays 100% of an expense necessary to ready the home for sale without reimbursement from the other party, he or she shall be reimbursed 100% of the expense prior to the division of proceeds between the two parties.

The parties have been sharing, by Court order, responsibility for the mortgage payment. Effective on the entry of the Decree of Dissolution, the Respondent shall assume sole responsibility for payment of house related expenses (including but not limited to mortgage,



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utilities, house cleaning and lawn care). Respondent shall switch all utilities into her name within ten (10) days of the date of dissolution.

The parties shall accept any reasonable offers on the property. Reasonable shall be defined as within five (5) percent of the then list price with proof of prequalified or preapproval for financing. If an offer is less than five (5) percent of the then list price, the parties may accept it by agreement or if one party does not wish to accept the offer and the other party does, the party that does not wish to accept the offer must file a motion requesting a court ruling within five days of the offer being received. Should the party that does not wish to accept the offer fail to file a motion within five days, that party shall be deemed as consenting to the acceptance of the contract.

Upon closing of the sale of the property, Respondent agrees to vacate the property and leave it in broom clean condition. Broom clean condition shall be defined as generally clean and free of trash and debris and personal items, and does not comport to Respondent a responsibility to repair any issues with the house unless caused by Respondent during her period of exclusive possession. The proceeds of said sale shall be first applied to payment in full of the promissory note payable to [redacted] closing cost (if any), fees, real estate commissions( if any) as deemed necessary pursuant to contract for sale of the house. The remaining sale proceeds shall be paid equally to both parties.

8. Payment of Debt/Equalization Payments: Petitioner shall be solely and exclusively responsible for payment of all debts in his name. Petitioner shall hold Respondent harmless regarding said debts and further agrees to be solely responsible for payment of all other debts incurred by his in his own name including, but not limited to all charge card and revolving credit or installment obligations, and shall indemnify and hold Respondent harmless with respect



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to any such debts. In addition, Petitioner represents, warrants and covenants that he has not and will not hereafter incur or contract any financial obligation, debt, charge or liability for which Respondent is or may become liable.

Respondent shall be solely and exclusively responsible for payment of all amounts debts in her name individually. Respondent shall hold Petitioner harmless regarding said debts and further agrees to be solely responsible for payment of all other debts incurred by him in his own name including, but not limited to all charge card and revolving credit or installment obligations, and shall indemnify and hold Petitioner harmless with respect to any such debts. In addition, Respondent represents, warrants and covenants that she has not and will not hereafter incur or contract any financial obligation, debt, charge or liability for which Petitioner is or may become liable.



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9. Indemnity: Except as provided herein to the contrary, each party shall defend, indemnify and hold harmless the other party from any and all liability for any and all expense or indebtedness which he or she has respectively agreed to pay or accepted responsibility for including reasonable attorneys fees and litigation expenses in the event of any such claim or litigation, any and all debts, loans, mortgages, taxes, obligations, guarantees and expenses in any manner arising from, related to or connected with any item of property, real or personal, respectively received by each, and any and all debts set apart to each, under the provisions of this Agreement.

10. Incorporation Into Decree: All provisions hereof shall be incorporated into the Decree of Dissolution and shall be binding upon the heirs, legal representatives and assigns of the parties and not subject to future modification by this or any other court due to a change in the circumstances of either party.

11. Enforcement: If either party shall bring an action for failure by the other to perform any obligation or covenant of this Agreement, or for enforcement of this Agreement, the prevailing party may recover in said action his or her attorney's fees and litigation costs expended in prosecuting or defending said action; provided, however, that the attorney's fees and litigation costs recoverable hereunder shall be determined by the Court in said action.

12. Oral Modification: No provision nor covenant of this Agreement may be amended, modified, altered, released, varied or otherwise affected by any oral understanding or agreement.

13. Binding: All terms herein shall be binding on the estates of the respective parties.

14. Representations: Each party has received the advice of independent counsel, has reviewed the provisions of this Agreement, fully understands the obligations and duties imposed



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under this Agreement, and represents to the Court that no marital property or separate property remains to be apportioned by the Court.

15. Cooperation: Each party shall, at the request of the other, or at the request of counsel, execute, acknowledge and deliver any documents which may be necessary to give full effect to this Agreement.

16. Understanding: It is expressly understood and agreed by the parties that this Agreement is not a contract between them to secure a dissolution of their marriage; to the contrary, it is merely an Agreement settling their property rights and other rights in the event the Court sees fit to grant, and does grant, a dissolution of their marriage.

17. Release: Except as expressly provided herein, each party waives, relinquishes, transfers and conveys unto the other all right, title and interest which he or she may now or hereafter have in the property which shall become the sole and exclusive property of the other.

18. Waiver of Discovery: Each party has familiarized themselves with the assets of the other on an informal bases and each party has been advised of rights of discovery by interrogatories, subpoenas of documents and witnesses, requests for production of documents, and depositions, but the parties have voluntarily waived this discovery.

19. Waiver of Trial: Each party has had the opportunity to pursue a trial of this cause, including any appeals or actions that might follow thereafter, but have chosen not to do the same. Each party understands that he or she might have achieved a more favorable or less favorable outcome as a result of a trial than what has been achieved as a result of this Agreement. Each party agrees to forego the right to a trial of this cause, in part, due to the cost, delay and uncertain outcome of any trial or appeal therefrom.



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20. Conclusion: Except as expressly provided herein, each party agrees that the considerations moving to each of them, as recited in this Agreement, are in full and complete satisfaction of each party's right to maintenance and of each party's interest in the marital property of the parties. Further, each party fully relinquishes and waives any prospective rights, common law or statutory, which he or she may now or hereafter have in and to the property and estate of the other by reason of their marriage or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

THOMAS DECKELMAN

SARA DECKELMAN

STATE OF MISSOURI )
) SS
COUNTY OF ST. LOUIS )

On this 26th day of April, 2023, before me personally appeared THOMAS DECKELMAN, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

COLLEEN M HUBBLE
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 18771544
My Commission Expires 06-10-2026

STATE OF MISSOURI )
) SS
COUNTY OF ST. LOUIS )

On this 26th day of April, 2023, before me personally appeared SARA DECKELMAN, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary

COLLEEN M HUBBLE
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 18771544
My Commission Expires 06-10-2026