

removing, concealing or otherwise harming or reducing the value of the property of one or both of the parties."<sup>8</sup> On March 26, 2012, the Court held a final pretrial conference to set deadlines for trial. The Court also maintained the parties' visitation agreement.<sup>9</sup>

<sup>8</sup> See, Paragraph (2) (b) of this Court's Order in **[\*8]** this matter dated December 22, 2011.

<sup>9</sup> Mr. Francis informed the Court, in his Motion to Restrain Respondent From Denying Petitioner Access to Former Marital Residence that the parties negotiated a visitation agreement in September of 2011, whereby both parties have custody of their minor daughter, Brooklyn, for fifteen (15) days of each month. Such agreement was not contested by Dr. Wright Francis.

On July 16, 2012, Dr. Wright-Francis filed an Emergency Motion for Issuance of Show Cause Order, alleging that Mr. Francis violated the Court's December 22, 2011 Order by withdrawing Two Hundred Twenty Thousand, One Hundred Seventy Nine Dollars and Ninety Three Cents (\$220,179.93) from his Fidelity Rollover IRA account. While the Court initially granted Dr. Wright-Francis' motion on July 17, 2012, that Order was later vacated on July 25, 2012. The Court reasoned that it was not able to make a determination since discovery had not been completed. **[\*\*20]** Instead, the Court instructed the parties to retain a Certified Personal Accountant (CPA) to appraise all of their jointly owned properties and to recommend how the marital assets should be divided. The parties never complied with the order to retain **[\*9]** an accountant.<sup>10</sup>

<sup>10</sup> See Court's July 25, 2012 Order.

On July 25, 2012, the Court issued a Divorce Decree to the parties and reserved determination on issues of custody, alimony, personal and real property for a later date. Meanwhile, the parties continued to live in separate sections of the marital homestead. During a June 17, 2013 hearing, the parties informed the Court that they were able to resolve the issues of custody and visitation amicably, consistent with their earlier agreement. On July 12, 2013 the parties were referred back to mediation. After the second mediation session, the mediator reported that the parties had reached a total impasse.

However, in a status conference held on September 10, 2013, the parties advised the Court that they had reached an agreement and through counsel, the terms were read onto the record. Each party confirmed that the terms were accurate and they agreed to them. The Court acknowledged the terms and ordered counsel for both parties to reduce the agreement to writing and submit it with their client's respective signatures. Instead each party submitted separate draft settlements that differed slightly from the oral agreement articulated in Court. As a **[\*10]** result, the Court entered an Order on November 4, 2013 that incorporated the negotiated terms which the parties stipulated to on the record in the September 10, 2013 hearing. On November 18, 2013, this Court entered an Order which granted a Motion to Amend filed by Dr. Wright-Francis. The Order amended the previous November 4, 2013 Order which instructed Mr. Francis to pay his settlement amount by certified check or bank draft instead of transferring the sum from his retirement account directly to Dr. Wright-Francis' account or to her personally by electronic means. Mr. Francis objected to Dr. Wright-Francis' method of payment request, filed a timely

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