



## Electronically Certified Court Record

This is to certify that this is a true and correct copy of the original document, which may have redactions as required by law.

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### DOCUMENT INFORMATION

<b>Agency Name:</b>	Clerk of the Circuit Court & Comptroller, Palm Beach County
<b>Clerk of the Circuit Court:</b>	The Honorable Joseph Abruzzo
<b>Date Issued:</b>	7/26/2024 11:34:06 AM
<b>Unique Reference Number:</b>	CAA-FBH-BCAJJ-CBEJADJHI-JFGFEI-C
<b>Case Number:</b>	502023DR006075XXXXSB
<b>Case Docket:</b>	FINAL JUD DISSOLVING MARRIAGE BOOK 35167 PAGE 1505-1512
<b>Requesting Party Code:</b>	517

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### CERTIFICATION

Pursuant to Sections 90.955(1) and 90.902(1), Florida Statutes, and Federal Rules of Evidence 901(a), 901(b)(7), and 902(1), the attached document is electronically certified by The Honorable Joseph Abruzzo, Clerk of the Circuit Court & Comptroller, Palm Beach County, to be a true and correct copy of an official record or document authorized by law to be recorded or filed and actually recorded or filed in the office of the Clerk of the Circuit Court & Comptroller, Palm Beach County. The document may have redactions as required by law.

### HOW TO VERIFY THIS DOCUMENT

This electronically certified document contains a unique electronic reference number for identification printed on each page. This document is delivered in PDF format and contains a digital signature identifying the certifier and tamper-evident seal validating this document as a true and accurate copy of the original recorded. To view the tamper-evident seal and verify the certifier's digital signature, open this document with Adobe Reader software. Instructions for verifying this instrument are available [for customers in the USA and Canada](#) and [for customers in other countries](#).

\*\*The web address shown above contains an embedded link to the verification page for this particular document.



IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,  
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: 50-2023-DR-006075-XXXX-SB  
Division: FY

IN RE THE MARRIAGE OF:

ANDRONICKA GILBERT,  
Petitioner,

and

WAYNE GILBERT,  
Respondent

**FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE**

**THIS CAUSE** came to be heard on July 17, 2024 via zoom, upon the *Petition for Dissolution of Marriage* filed by Petitioner, Andronicka Gilbert. After taking testimony and other evidence in open Court and reviewing the Court file, the Court FINDS as follows:

1. The Court has jurisdiction of the parties and the subject matter herein.
2. The Petitioner has been a resident of the State of Florida for at least six (6) months prior to the filing of the *Petition for Dissolution of Marriage*.
3. Irreconcilable differences exist and have caused the irretrievable breakdown of the marriage, and all efforts and hope of reconciliation would be impracticable and not in the best interests of the parties.
4. The parties entered into a marital settlement agreement filed with the court on or about July 8, 2024. The agreement globally resolves all issues attendant to the parties' marital relationship, including equitable distribution and alimony. The court ratifies the agreement, and it is incorporated but not merged into the Final Judgment by reference.

IT IS, therefore, **ORDERED** and **ADJUDGED** as follows:

1. The parties are awarded Judgment for Dissolution of Marriage, and the bonds of matrimony heretofore existing between Andronicka Gilbert (hereinafter referred to as "Petitioner" or "Wife") and Wayne Gilbert (hereinafter referred to as "Respondent" or "Husband") are hereby dissolved.
2. The Marital Settlement Agreement of the parties, attached hereto as Exhibit "A" and incorporated herein by reference for all purposes, is approved and expressly made a part of this Final Judgment for Dissolution of Marriage, and all of the terms and provisions of said Agreement are RATIFIED, CONFIRMED, and ADOPTED as Orders of this Court to the same

FILED: PALM BEACH COUNTY, FL, JOSEPH ABRUZZO, CLERK, 07/23/2024 12:32:45 PM

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extent and with the same force and effect as if its terms and provisions were set forth verbatim in this Final Judgment, and the parties are **ORDERED** to comply with the terms and provisions of said Agreement.

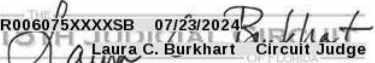
3 The Wife's former name of *Andronicka Dianne Stephens* is hereby RESTORED.

4. Each party shall (a) provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Final Judgment or the Marital Settlement Agreement, and (b) timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Final Judgment or the Marital Settlement Agreement.

5. Any right, claim, demand or interest of the parties in and to the property of the other, whether real, personal or mixed, of whatever kind and nature and wherever situated, including but not limited to homestead, succession and inheritance arising out of the marital relationship existing between the parties hereto, except as expressly set forth or arising out of said Marital Settlement Agreement, is forever barred and terminated.

6. The Court expressly retains jurisdiction of this cause for the purpose of enforcing, construing, interpreting, or modifying the terms of this Final Judgment and the terms of the Marital Settlement Agreement entered into by the parties herein.

**DONE AND ORDERED** in Delray Beach, Palm Beach County, Florida.

502023DR006075XXXXSB 07/23/2024  
  
Laura C. Burkhart Circuit Judge  
ADMINISTRATIVE OFFICE OF THE COURT

502023DR006075XXXXSB 07/23/2024  
Laura C. Burkhart  
Circuit Judge

Copies to:

Andronicka Gilbert  
Wayne Gilbert

Melanie R. Kalmin, Esq., Attorney for Petitioner at [eservice@vettelaw.com](mailto:eservice@vettelaw.com)  
1520 10th Avenue N., Suite F, Lake Worth, FL 33460

Suzette Hyde, Esq., Attorney for Respondent at [sohyde@hotmail.com](mailto:sohyde@hotmail.com)  
1001 W. Cypress Creed Road, Unit 320S, Fort Lauderdale, Florida 33309

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,  
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE THE MARRIAGE OF:

Case No.: 50-2023-DR006075-XXXXSB  
Division: FY

ANDRONICKA GILBERT,  
Petitioner,  
and

WAYNE GILBERT,  
Respondent.

\_\_\_\_\_ /

**PETITIONER/WIFE'S NOTICE OF FILING FULLY EXECUTED  
MEDIATED SETTLEMENT AGREEMENT**

COMES NOW, Petitioner/Wife, ANDRONICKA GILBERT, by and through the undersigned attorney, and gives notice of filing the *Fully Executed Mediated Settlement Agreement* attached, settling all issues of the Dissolution of Marriage.

**CERTIFICATE OF SERVICE**

I certify that a copy of this document was electronically served via the Florida Courts E-Filing Portal to the person listed below on July 8, 2024.

Suzette Hyde, Esq., Attorney for Respondent/Husband  
1001 W. Cypress Creek Rd. Unit 320S, Fort Lauderdale, Florida 33309  
Telephone: (954) 224-2508  
E-mail:sohyde@hotmail.com

Respectfully submitted,  
VETTE LAW PLLC

By: /s/ Melanie R. Kalmin

Melanie R. Kalmin, Esq. | FL Bar No. 0127570  
1520 10th Avenue N., Suite F, Lake Worth, FL 33460  
Tel. (561) 531-9132  
E-Mail: [melanie@vettelaw.com](mailto:melanie@vettelaw.com), [machen@vettelaw.com](mailto:machen@vettelaw.com)  
Attorney for Petitioner/Wife

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

ANDRONICKA GILBERT,

CASE NO. 50-2023DR006075 (FY/SB)

PETITIONER,

V.

WAYNE GILBERT,

RESPONDENT.

\_\_\_\_\_ /

**MEDIATED SETTLEMENT AGREEMENT**

1. The parties agree to settle all outstanding issues pending before the Court regarding their Dissolution of Marriage action.
2. The parties agree that they will continue to reside in the marital home located at: 6239 Grand Cypress Cr., Lake Worth, Florida pending the closing on the sale of the home. The parties agreed to immediately list the home for sale with Darrell Gonzales, a licensed realtor. The home will be listed "as is" with all fixtures and appliances in place. The parties agree that they will continue to pay as "status Quo" into their joint bank account the expenses for the home pending the sale. The husband will deposit to have the mortgage paid and the wife will be responsible for FPL, HOA, water and land line phone. The parties will deposit the amounts needed monthly to pay the bills assigned. The parties agree that the escrow account refund checks will be deposited into this joint account such that when the home is sold, and any refunds deposited the parties will equally divide the remaining funds in this account and have the account closed.
3. The parties agree to list the home at the current market value to effectuate a sale. The parties will cooperate with the realtor to execute the listing agreement and any reasonable and necessary documents to accept appropriate offers and to close the sale. The parties will cooperate with showing the home as requested and in keeping the home in good and clean condition. The parties agree that they will equally divide any "portability" for save our homes

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real estate taxes allowed from the marital home, to be transferred to their individual home purchases.

4. The parties agree that at the time of the closing of the sale of the home, they will each be entitled to 50% of the net proceeds received from the sale after the usual and customary costs of the sale and mortgage balance is satisfied. From the husband's 50% share he will pay at the closing to the wife a lump sum alimony amount of \$25,000.00
5. The parties agree that the \$25,000.00 lump sum payment at the time of the closing of the home from the husband to the wife is in full and final settlement of any alimony claims being made in this case. This cannot be modified for any reason and no other forms of alimony claimed are applicable.
6. The husband will retain a life insurance policy he owns. The husband will have the wife and her son removed from the policy as insured lives within the next (30) days.
7. The parties will each retain any bank accounts, credit card accounts held in their individual names. The one joint bank account being addressed above.
8. The parties will each retain the vehicles they currently drive. The wife will retain the Lexus and the husband the infinity. The vehicles are both held in both names as "or". There are no loans or liens against either vehicle. The parties will each within the next (15) days have the vehicle they are retaining re registered to their sole name. In the event either party's signature is necessary to remove them from the vehicle they will immediately comply and return the necessary document.
9. The parties both have pension plans, 401K plans, retirement savings plans held with their employer and with possible prior employers. All of these plans are listed as follows:  
 Husband – Lockheed pension vested; Lockheed savings plan plus; Raytheon Technologies savings.  
 Wife – Cuna I think 401 K; and Cuna Pension/retirement.  
 The parties agree that all of the plans will be equalized from the date of the marriage to the date of the filing of the Petition for Dissolution of Marriage. This will be done by any appropriate transfer or necessary court order such as a Qualified Domestic Relations Order. Both parties agree entitled to their 50% share from the date of the marriage to the date of the filing of the Petition for Dissolution of marriage plus or minus gains or losses attributed to the amounts being transferred.

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The parties agree that they will have Matthew Lundy prepare the necessary court orders – the parties will be equally responsible for the cost of the total number of orders needed for the transfers.

- 10. The parties will be entitled to half of the contents of the home upon their vacating the home. This does not include their daughters’ belongings or any inherited or non-marital items. The parties will retain any of their personal items, clothes, jewelry, electronics. The remaining contents of the home will be divided – each party to make a list to come to an agreement as to the division or flip a coin and each party take one item alternating with the other.
- 11. Each of the parties will be responsible for their own legal fees and costs. The parties have each paid 50% of the mediation fee.
- 12. Subject to the provisions of this Agreement, each party has released and discharged, and by this Agreement does, for himself or herself and his or her heirs and legal representatives, release and discharge the other of and from all causes of actions, claims, rights of demands whatsoever, which either of the parties had or now has against the other, from the beginning of time through the effective date of this Agreement.
- 13. Except as provided in this Agreement, each party may dispose of his/her property in any way, and each party hereby irrevocably waives and relinquishes any and all rights he/she may now have or hereafter acquire, under the present or future laws of any jurisdiction (including but not limited to Fla. Stat. §732.403, as amended from time to time) to share in the property of the estate of the other as a result of the marital relationship, including without limitation, dower, curtesy, statutory allowance, family allowance, elective share, widow’s allowance, homestead rights, right to take in intestacy, and any right to take against the Will of the other. Each party waives any and all rights or claims to be appointed the personal representative or administrator of the estate of the other or Trustee of the other party’s Trust. Except as specifically provided for in this Agreement, each party irrevocably renounces, waives and disclaims any and all interest, rights or claims he/she may have as a beneficiary of and in and to all deferred savings accounts, pension plans, IRA’s, retirement accounts of any kind (and will execute a waiver on an ERISA employee retirement plan), life insurance, annuities, Totten Trusts and other Trusts, of any kind, ITF accounts, survivorship accounts, POD accounts and Will substitutes, of any kind, of the other party. Each party agrees that the provisions of this Agreement are in full satisfaction of any and all claims each may have against the estate of the other, as spouse or creditor. Should a party’s name still

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be reflected as a designated beneficiary, for whatever reason, including the other party's failure to remove same after the effective date of this Agreement as the designated beneficiary, then the party still designated shall execute documents reasonably necessary to reflect he/she shall not receive any benefit, he/she warrants that he/she shall make no claim to any benefit upon the death of the other party, and shall cooperate in good faith with any reformation action brought by the estate of the deceased party.

- 14. As of the date of this Agreement, each party renounces and waives all rights to act as Attorney-in-Fact for the other under any Durable Power of Attorney, all rights to act as a Health Care Surrogate for the other, all rights to act as a pre-need guardian or guardian of the person or property for the other, and all rights to act for the other under any Living Will Declaration. This Agreement may be presented to third parties as proof of such waiver and herein constitutes a resignation of such rights in such documents presently existing.
- 15. Execution of Future Documents: Each party agrees that he/she will execute any and all documents, instruments and other papers required to be executed in order to fulfill the terms and purposes of this Agreement. The party requesting a document to be executed shall be responsible for the preparation and delivery of such document to the other party.
- 16. Reconciliation: It is the intention of the parties that this Agreement remain in full force and effect, to the extent permitted by law, notwithstanding either: (a) any reconciliation between the parties and resumption of their marriage; or (b) dissolution of the marriage and subsequent remarriage of the parties, and each party waives any defense of reconciliation in the event of any future action to enforce this Agreement. The parties intend that any executory provisions of this Agreement that remain at the time of reconciliation shall not be affected or abrogated by reconciliation and that those provisions shall survive and be binding upon the parties, nevertheless.
- 17. Partial Invalidity: If any paragraph or portion of this Agreement is, in any proceeding, found to be invalid or unenforceable for any reason whatsoever, then such findings shall not invalidate the entire Agreement, and so much hereof as is not found invalid or unenforceable shall remain in full force and effect.
- 18. Survival of Agreement; No Merger. This Agreement may be offered into evidence by either party in an action for dissolution of marriage and may be incorporated by reference in a final judgment entered therein. Notwithstanding incorporation, this Agreement shall not be merged in such judgment but shall survive the judgment and be binding on the parties.

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The parties agree that they have freely and voluntarily entered into this agreement with advice of their respective counsel. The parties agree that they have not suffered any form of duress, coercion, threats or intimidation in the entry of this agreement. The parties specifically agree and acknowledge that if they believe that they have been pressured, forced, intimidated or coerced in any way to enter into this agreement, that they have the absolute right to leave the mediation process and that the Court will not be informed in any way that they did not desire to settle their case. The parties understand that they are under no obligation to sign this agreement and that they have the right to have their case heard by the Court. Each of the parties agrees that they are satisfied with their respective counsel's advice.

The parties agree that they have freely and voluntarily entered this agreement. They agree they have had all their questions answered by their counsel. The parties acknowledge that if they choose to participate in the mediation process and enter an agreement without having the benefit of counsel, this was at their sole discretion and they understand that they had no obligation to enter into an agreement without having had counsel. If a party chose to proceed without counsel, they agree and understand that they are bound by this agreement and they believe that the entry of this agreement is in their best interest. Both parties acknowledge that they have not received any legal advice from the mediator. The parties acknowledge that they have not received any tax advice from any of the participating professionals unless they had the benefit of a private accountant. Both parties agree that they have not been kept in mediation longer than they have determined necessary for their particular case, and both agree that they were free to take breaks, eat, drink and consult with anyone they desired to during the process. Both parties agree and understand that this is a final agreement to be entered by the Court and that there is no right of rescission.

The parties specifically acknowledge, consent, and agree that this Agreement has been executed electronically via DocuSign by all parties and agree that the Uniform Electronic Transaction Act Fla. Stat. 668.50 et. Sec. applies to this Agreement in that these electronic signatures shall have the same effect as an actual signature.

This agreement is being entered on 7/8/24

DocuSigned by:  
*Andronicka Gilbert*  
90C96CA4974C44E...

DocuSigned by:  
*Wayne Gilbert*  
64D387CAD62844B...

DocuSigned by:  
*Melanie R. Kalmin, Esq.*  
7DAAF64F11F148F...

DocuSigned by:  
*Suzette Hyde, Esq.*  
A61AE5E304E64B5...

DocuSigned by:  
*Joyce A. Julian, mediator*  
A28483C24C8D45A...  
Mediator

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