

IN THE CIRCUIT COURT OF THE  
FIFTEENTH JUDICIAL CIRCUIT IN AND  
FOR PALM BEACH COUNTY, FLORIDA  
CASE NO.: 50-2022-DR-009522-XXXX-NB  
FAMILY DIVISION: FJ

IN RE: The Marriage of:  
MAGDA J JURADO,  
RODOLFO M JURADO,  
Petitioners.

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**FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE**  
**WITH PROPERTY BUT NO DEPENDENT OR MINOR CHILD(REN)**  
**(UNCONTESTED)**

This cause came before this Court for a hearing on a Petition for Dissolution of Marriage on February 28, 2023. The parties were noticed of the hearing via mail/email to appear for the hearing by Zoom(video call), to reduce the risk of spreading COVID-19. The petitioner was self-represented, and appeared via video conference. The respondent failed to appear. The Court, having reviewed the file and heard the testimony, makes these findings of fact and reaches these conclusions of law:

**FINDINGS:**

1. The Court has jurisdiction over the subject matter and the parties.
2. At least one party has been a resident of the State of Florida for more than 6 months immediately before filing the Petition for Dissolution of Marriage.
3. The parties have no minor or dependent children in common, no children born to either spouse during the marriage remain minor or dependent and neither spouse is pregnant.
4. The marriage between the parties is irretrievably broken.
5. The parties have voluntarily entered into a Marital Settlement Agreement, and each has filed the required Family Law Financial Affidavit.
- 6.

**ORDERED AND ADJUDGED:**

- A. The marriage between the parties is dissolved and the parties are restored to the status of being single.
- B. The Marital Settlement Agreement, attached as Exhibit A, is approved by the court and

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incorporated herein, but not merged. The parties shall obey all of its provisions.

C. The court reserves jurisdiction to modify and enforce this final judgment.

**DONE AND ORDERED** in Chambers, at Palm Beach Gardens, Palm Beach County, Florida.

*Cheryl A. Caracuzzo*  
50-2022-DR-009522-XXXX-NB 02/28/2023  
Cheryl A. Caracuzzo Circuit Judge

50-2022-DR-009522-XXXX-NB 02/28/2023  
Cheryl A. Caracuzzo  
Circuit Judge

**COPIES TO:**

MAGDA J. JURADO 167 E HAMPTON WAY  
Jupiter, FL 33458

RODOLFO M. JURADO 167 E HAMPTON WAY  
Jupiter, FL 33458

No Address Available miamimagda@gmail.com

No Address Available rodolfojurado18@gmail.com

**FINAL DISPOSITION FORM**  
(Fla. R. Civ. P. Form 1.998)

THE CLERK IS DIRECTED TO CLOSE THIS  
FILE MEANS OF FINAL DISPOSITION

Disposed by Judge

IN THE CIRCUIT COURT OF THE  
15TH JUDICIAL CIRCUIT, IN AND  
FOR PALM BEACH COUNTY, FLORIDA

Case No. 50-2022-DR-009522-XXXX-NB  
Division: FAMILY FJ

MAGDA I. JURADO,

Petitioner,

and

RODOLFO M. JURADO,

Respondent

**MARITAL SETTLEMENT AGREEMENT BY MEDIATION**

As a result of voluntary divorce mediation, we, RODOLFO M. JURADO, the Husband, and MAGDA I. JURADO, the Wife, have reached agreement on all issues.

By our signatures on this Marital Settlement Agreement (hereafter referred to as Agreement), we intend that this Agreement binds both of us to the terms contained herein, and:

1. We have each had the opportunity to seek the advice of an attorney and an accountant before signing this Agreement.
2. By signing this Agreement, we understand and agree that it should be made a part of the Final Judgment of Dissolution of Marriage (Divorce).
3. We have entered into this Agreement after full financial disclosure by one to the other and have done so freely and voluntarily without any coercion by either of us against the other.
4. We each understand and acknowledge that had we litigated this matter and brought it

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MARITAL SETTLEMENT AGREEMENT BY MEDIATION

Initials: *MJ* : *RJ*

*Magda Jurado* *Rodolfo Jurado*

to trial, the result might be different than the agreements that we have reached. However, we each agree that this Agreement is fair under all of the circumstances and that it settles all matters related to the marriage, and we agree to be bound by all of its terms and provisions.

5. Each of us agrees to execute and exchange any papers that might be needed to complete this agreement, including deeds, title certificates, etc.

### **I. PRELIMINARY STATEMENT OF FACTS**

We each agree that the following facts are accurate and true:

- A. We were married to each other in Union City, New Jersey on February 26, 1972,
- B. There are no minor (under 18 years of age) or dependent children common to both parties and the Wife is not pregnant.
- C. Our marriage is irretrievably broken.
- D. We have each made financial disclosure to the other and our financial affidavits are filed with this Agreement.

### **II. ALIMONY**

WAIVER- The Husband waives all claim to alimony now and forever. He specifically and unequivocally forever give up any right to spousal support (alimony) in any form, be it permanent, durational, temporary, rehabilitative, bridge-the-gap, or lump sum alimony.

WAIVER- The Wife waives all claim to alimony now and forever. She specifically and unequivocally forever give up any right to spousal support (alimony) in any form, be it

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MARITAL SETTLEMENT AGREEMENT BY MEDIATION

Initials: *MA: RS*

*Magda Jurado*

*Roberto Jurado*

permanent, durational, temporary, rehabilitative, bridge-the-gap, or lump sum alimony.

### **HEALTH INSURANCE OF THE HUSBAND AND WIFE**

The parties agree that after the Final Judgment for Dissolution of Marriage, neither party shall be responsible for maintaining health insurance or obtaining COBRA benefits for the other party.

### **III. EQUITABLE DISTRIBUTION AND OTHER PROVISIONS**

THE HUSBAND AND WIFE UNDERSTAND THAT "EQUITABLE DISTRIBUTION" MEANS A FAIR DIVISION OF ALL ASSETS AND DEBTS ACQUIRED DURING THE MARRIAGE REGARDLESS OF IN WHOSE NAME THE TITLE TO THE ASSET IS HELD. THE PARTIES HAVE AGREED TO EQUITABLE DISTRIBUTION AS PROVIDED FOR HEREIN AND THEY EACH HAVE TAKEN INTO CONSIDERATION OR WAIVE ANY CLAIMS OF ENTITLEMENT TO UNEQUAL DISTRIBUTION OR AS TO THE CHARACTER OF THE ASSET AS BEING "MARITAL" OR "NON-MARITAL." FURTHER, THE PARTIES ACKNOWLEDGE THAT THERE MAY NOT HAVE BEEN AN INDEPENDENT APPRAISAL OF EACH OR OF ANY OF THE ASSETS, BUT THAT EACH IS SATISFIED AND HAS FORMED THEIR OWN OPINION OF VALUE, AND THAT EACH IS SATISFIED THAT THE DISTRIBUTIONS CONTAINED HEREIN ARE FAIR AND ACCEPTABLE, WHETHER EQUAL OR NOT.

**MARITAL HOME:** The parties jointly own a home at 167 East Hampton Way, Jupiter, Florida.

### **SALE OF THE MARITAL HOME**

The marital home has been, or will be, listed for sale at its fair market value. Pending the closing of the sale, the Husband and Wife may share the home. They will pay all of the

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Initials: *WJ*; *AG*

*Wagda Juado*  
*Rodolfo Juado*

customary and usual home expenses as when married, such as utilities, home repairs, taxes and insurance. The property shall be offered for sale on terms agreeable to both parties. If the parties cannot agree on the sale price, they shall select a real estate broker, acceptable to both parties, who shall appraise the market value of the property, and such appraisal shall be the price at which the property shall be sold. Upon the sale of the property, the net proceeds after their payment of all costs of sale shall be divided equally (50/50) between the parties.

The Husband and Wife shall cooperate in the showing and sale of the marital home, without obstruction to potential buyers of the home.

### MOTOR VEHICLES

The following motor vehicles shall be the separate property of the spouse indicated below, who shall be solely responsible for all payments which may be due and owing upon said vehicle, including insurance:

Husband : 2004 Chevy Pick Up Truck.  
Wife : 2021 Cadillac.

### PERSONAL PROPERTY

The Parties shall cooperate in the division of furniture, furnishings, appliances and contents now in the marital residence.

### BANKING FUNDS AND ACCOUNTS

All funds in their joint Wells Fargo banking account and Educational Federal Credit Union accounts (savings and checking) shall be equally divided (50/50) between them and shall be equally divided no later than five (5) days after the sale of the marital home.

*Magda Jimado*

*Robert Jimado*

The Wife has a checking and saving account with Wells Fargo that is in her name only and shall be her sole property.

### DEBTS

THE PARTIES UNDERSTAND THAT A PROVISION CONTAINED HEREIN OR IN THE JUDGMENT OF DISSOLUTION REQUIRING ONE PARTY OR THE OTHER TO BE SOLELY RESPONSIBLE FOR THE PAYMENT OF A DEBT DOES NOT NECESSARILY RELEASE THE OTHER PARTY FROM LIABILITY TO THE CREDITOR TO WHOM SUCH PARTY WAS OBLIGATED.

Each of the parties shall be solely responsible for the debts presently existing solely in his or her name as reflected on their financial affidavits.

### PENSION AND RETIREMENT PLANS

The Wife has a Florida Retirement System (FRS) pension in her name. She shall continue to own the pension as her sole and the Husband does hereby waive any claim to the Wife's FRS.

### DIVISION OF INDIVIDUAL RETIREMENT ACCOUNT 403(b)

The Wife owns two 403(b) accounts. One with Valic and one with MetLife, as is reflected on her Financial Affidavit. The value, as of the date of the Final Judgment, of the two 403(b)'s shall be totaled and such amount as necessary shall be transferred to the Husband, so as to result in each having an equal (50/50) share of the total combined accounts.

If a QUALIFIED DOMESTIC RELATIONS ORDER (QDRO) or other legal instrument is required, the parties shall cooperate in the execution of the legal instrument to complete the transaction in a timely manner.

*Roberto Jurado*  
*Wendy Jurado*

**IV. AUTHORSHIP**

In the event that it becomes necessary for any reason to construe this Agreement, this Agreement will be construed as being jointly prepared and written by both parties. The parties agree that the terms and conditions contained herein have been negotiated, renegotiated and considered several times by the parties.

**V. RESOLUTION OF FUTURE DISPUTES**

In the event of any disagreement regarding an issue between the parties, the parties shall first confer and exercise reasonable efforts to resolve such dispute. Except in an emergency, before a party files legal action regarding an issue of any such dispute regarding modification of any terms and conditions of this Agreement, that party shall submit the dispute or controversy to mediation. Both parties agree to attend mediation and the cost of the mediation shall be shared equally by the parties.

*Intentionally left blank.*

*Signatures on following pages.*



IN WITNESS WHEREOF, the parties have set their hands and seals on this  
5<sup>th</sup> day of January, 2023.

Witnesses:

Linda P. Mason

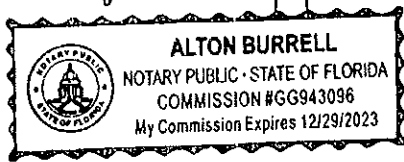
Rodolfo Jurado  
RODOLFO M. JURADO, HUSBAND

Elean D. Marler

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared RODOLFO M. JURADO, the Husband, who has produced his driver's licenses as proof of identification, and who, after being first duly sworn, depose and say that he has executed this MARITAL SETTLEMENT AGREEMENT freely and voluntarily, that he has personal knowledge of the facts and matters contained therein and that each is true and correct to the best of his knowledge, information and belief, and he agrees to be bound by all of its terms and provisions.

WITNESS my hand and official seal in the State and County aforesaid on ~~5<sup>th</sup>~~<sup>3<sup>rd</sup></sup> day of ~~January~~<sup>February</sup>, 2023.



[Signature]  
Notary Public, State of Florida

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Initials: mg : RJ

[Signature]  
Rodolfo Jurado

My Commission Expires: 12/29/23

IN WITNESS WHEREOF, the parties have set their hands and seals on this  
5<sup>th</sup> day of JANUARY, 2023.

Witnesses:

Linda P. Mason

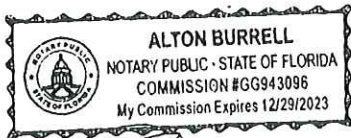
Magda I. Jurado  
MAGDA I. JURADO, WIFE

Lilian D. Marler

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared, MAGDA I. JURADO, the  
Wife, who has produced her driver's licenses as proof of identification, and who, after being first  
duly sworn, depose and say that she has executed this MARITAL SETTLEMENT  
AGREEMENT freely and voluntarily, that she has personal knowledge of the facts and matters  
contained therein and that each is true and correct to the best of her knowledge, information and  
belief, and she agrees to be bound by all of its terms and provisions.

WITNESS my hand and official seal in the State and County aforesaid on ~~5<sup>th</sup>~~<sup>3<sup>rd</sup></sup> day of  
~~JANUARY~~<sup>FEBRUARY</sup>, 2023.



[Signature]

Notary Public, State of Florida

My Commission Expires: 12/29/23

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Initials: MG : LB

Magda Jurado

Ardujo Emardo

FILED IN PALM BEACH COUNTY FL BY JOSEPH ABRUZZO CLERK 2/6/2023 10:30:38 AM



STATE OF FLORIDA - PALM BEACH COUNTY  
I hereby certify that the foregoing is a  
true copy of the record in my office with  
redactions, if any as required by law.

THIS 5 DAY OF JUNE, 2023

JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: [Signature]  
Deputy Clerk