

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

CASE NO: 502024DR002246XXXANB
DIVISION: FI

IN RE: The Marriage of:

KENDRA OVERFIELD,

Petitioner/Wife,

and

MICHAEL FRASCATORE,

Respondent/Husband.

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE was presented before the Court for final hearing on the Petition for Dissolution of Marriage filed by the Petitioner/Wife, KENDRA OVERFIELD, and the Counter-Petition filed by the Respondent/Husband, MICHAEL FRASCATORE. The Court, having heard the testimony of the parties, the arguments of counsel, and being otherwise fully advised in the premises,

ORDERS AND ADJUDGES as follows:

1. IRRETRIEVABLY BROKEN. The bonds of marriage between the husband and wife are dissolved because the marriage is irretrievably broken.
2. CHILDREN. There are no children born of the marriage and the Wife is not with child. No further children are contemplated.
3. RESIDENCE. Both parties have been bona fide residents of Palm Beach County, Florida, for more than six months before the commencement of this action.


4. MUTUAL WAIVER OF ALIMONY. Each party waives, releases, and relinquishes all right, claim or interest in receiving alimony from the other party in any form or description whatsoever which includes and is not limited to lump sum, rehabilitative, durational, temporary and/or permanent periodic alimony. Each party further waives and releases any right to modify this waiver and release.

5. MARITAL SETTLEMENT AGREEMENT. The Marital Settlement Agreement between the parties, introduced in evidence and marked Exhibit "A", was executed voluntarily after full disclosure and is in the best interests of the parties and is approved by the Court and incorporated, but not merged into this Final Judgment by reference.

6. JURISDICTION. The Court retains jurisdiction of this cause to enforce and/or modify the terms and conditions set forth in the Marital Settlement Agreement and this Final Judgment as it may from time to time become necessary and enter a Qualified Domestic Relations Order.

7. PENDING MATTERS. There are no further pending matters before the Court in this cause and the case shall be closed by the Clerk's office.

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


502024DR002246XXXANB 06/05/2024
Karen M. Miller Circuit Judge

502024DR002246XXXANB 06/05/2024
Karen M. Miller
Circuit Judge

Copies furnished to:

D'Amore Law Firm, P.A., 4440 PGA Boulevard, Ste. 204, Palm Beach Gardens, FL 33410; damore@damorelawfirmpa.com
Michael Frascatore, Husband, Pro Se, 178 E. Tall Oaks Circle, Palm Beach Gardens, FL 33410
Mikef175@yahoo.com

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

IN RE: The Marriage of:

CASE NO: 502024DR002246XXXANB

KENDRA OVERFIELD,

DIVISION: FI

Petitioner/Wife,

and

MICHAEL FRASCATORE,

Respondent/Husband.

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 30th day of May, 2024, by and between MICHAEL FRASCATORE, hereinafter referred to as the "HUSBAND", and KENDRA OVERFIELD, hereinafter referred to as the "WIFE".

WITNESSETH:

WHEREAS, the Husband and Wife are both residents of Palm Beach County, Florida and,

WHEREAS, the parties were married to each other on June 16, 2016, and,

WHEREAS, no children were born of this marriage and the Wife is not pregnant and no further issue is contemplated, and

WHEREAS, there were no children born of this marriage and no children are contemplated; and Wife is not now pregnant, and

WHEREAS, the marriage between the parties is irretrievably broken, and


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EXHIBIT "A"

WHEREAS, it is the mutual desire of the parties to make a permanent and complete adjustment and settlement of all their property rights and obligations by this Agreement, both real and personal, equitable distribution and alimony, and as it is their intention to live apart for the rest of their lives, and

WHEREAS, each of the parties do freely and voluntarily consent to the terms of this Agreement, and accept its conditions, obligations and mutual agreements.

NOW, THEREFORE, in consideration of the premises and mutual promises and undertakings herein contained and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. **RECITALS**: The above recitals are true and correct and are incorporated herein and made a part hereof.

2. **SEPARATION AND RESIDENCE**: From and after the date of this Agreement, by reason of the foregoing, the parties hereto agree to live separate and apart from each other, and the Wife shall be free from the marital control of the Husband as if she were sole and unmarried, and free from the obligations thereof, and the Husband shall be free from the marital control of the Wife as if he were sole and unmarried, and neither of the parties hereto shall compel either to live with the other, and agree that each of said parties may conduct, carry on and engage in any employment, occupation, business or trade which to him or her shall seem advisable for his or her own sole and separate use and benefit without and free from any control, restraint or interference, direct or indirect, by either party, in all respects as if each were sole and unmarried.


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3. **MUTUAL COVENANTS:** The parties shall not molest, harass, disturb or malign each other directly or indirectly, in any way whatsoever.

4. **MUTUAL WAIVER AND RELEASES:** Except as specifically provided in this Agreement, in the event either party obtains a divorce or dissolution in any jurisdiction from the other, in this State or in any other State, then each of the parties hereto specifically waives and renounces all right to share in the estate of the other, and except as aforesaid, waives and releases any and all claims of any kind or nature (whether of dower, courtesy, or right of survivorship, right of election, or otherwise), to any part of the property or estate of the other, both during the other's lifetime and after his or her death. Each of the parties agree to execute and deliver to the other, upon request, such relief and other instruments or documents as may be necessary or requested to effectuate the purposes of this paragraph. Subject to the provisions of this Agreement, each party does by this Agreement for themselves and their heirs, legal representatives, executors and assigns, release and discharge the other from all causes of action, claims, rights or demands whatsoever in law or equity, which each ever had or now has against the other, except any and all causes of action for divorce.

5. **EXECUTION OF DOCUMENTS:** In consideration of the terms and conditions of this Agreement, both parties agree to execute any and all documents necessary to effectuate the intent of the parties. Should either party fail to execute the necessary documents effectuating this intent, this Agreement incorporated into the Final Judgment shall become self-executing and the


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Court may without the necessity of requiring future signatures from either party, convey such property from one to the other as if said party had executed the necessary documents.

6. **SUBSEQUENT DISSOLUTION:** It is understood by the parties that this Agreement may be offered in evidence in any domestic relations suit brought by either party hereto, and that this Agreement may be incorporated by reference into and become a part of the Final Judgment therein. However, notwithstanding incorporation in the Judgment, this Agreement shall not be merged in it but shall survive the Judgment and be binding on the parties for all times.

EQUITABLE DISTRIBUTION

7. **MARITAL HOME:** The parties jointly own the former marital residence located at 178 E. Tall Oaks Circle, Palm Beach Gardens, FL 33410. The parties agree the current estimated fair market value is \$756,000.00. The home is encumbered by a first mortgage in the approximate amount of \$239,023.00 leaving the estimated equity at \$516,977.00, absent a forced sale. And costs of that sale. The equity is to be divided 50% to each party.

The Husband may refinance the mortgage lien to remove the Wife from all monetary responsibility but has to do so within forty-five (45) days of the date of the Final Judgment of Dissolution of the Marriage. At the closing on the refinance of the lien, the Husband shall pay to the Wife the sum of \$258,489.00 to buy out any and all of the wife's right, title and interest in the property to the Husband alone. Pending the refinance, the parties shall execute a Quit claim Deed transferring the wife's interest. The Quit Claim Deed shall be prepared by and then held by the wife's counsel but not recorded. A copy can be provided to facilitate the closing. The original Quit



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Claim Deed will be held by Wife's counsel to be delivered to the title company to record at the time of the refinance and payment to Wife in full. The payment to the wife is in the nature of equitable distribution. The payment is non-taxable to the Wife and non-deductible to the Husband. The payment to the then Former Wife shall occur at or before the refinance closing otherwise the original deed will not be provided. The Husband shall be responsible for all other closing costs associated with the refinance.

Until such time as the Husband buys out the Wife's interest or the house is sold on the open market, the Husband and Wife may continue to reside in the former marital home. The Wife agrees to vacate the premises once the Husband's payment of the aforesaid \$258,488.50 has cleared the Wife's account unless otherwise agreed between the parties. At the time of the Wife's relocation, the Husband shall have permanent exclusive use, occupancy, possession of the premises and be solely responsible for all expenses for the residence and shall indemnify and hold the Wife harmless from all liabilities and obligations in connection with the property including but not limited to the mortgage, taxes, insurances, homeowners' association, utilities, and repairs.

Should the Husband not be able to refinance the property within forty-five (45) days of the Final Judgment, the former marital home shall be immediately listed for sale by a licensed real estate broker and listed on the multiple listing service to be sold. If the parties cannot agree on the listing agent then each picks one agent and those two agents pick the listing agent. Additional terms of sale are governed by a Separate Sales Agreement. The Separate Sales Agreement is


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referenced and incorporated herein as if fully set forth but not attached for privacy reasons. At the closing on the sale of the home, the wife shall receive \$258,489.00 of her portion of the equity consistent with the equitable distribution schedule attached and incorporated herein as ex "A". Should the proceeds of sale after payment of the costs of sale exceed including the lien, then any additional amount shall be split 50/50 between the parties.

8. **2398 SE Harrison Street, Stuart, FL.** The Husband has a remainder interest in that property located at 2398 SE Harrison Street, Stuart, FL with his father. The Wife waives all right, title and interest to this property.

9. **MARITAL HOME FURNISHINGS:** The parties have equitably divided the furniture and furnishings located at the former marital residence.

10. **MOTOR VEHICLES:** The 2017 Hyundai Elantra is currently titled in the Husband's name. Within ten (10) days of the execution of this Agreement, the Husband shall transfer title to the Wife. Upon the transfer, the Husband waives all right, title and interest to the Hyundai and the Wife shall be solely responsible for all costs associated with the 2017 Hyundai Elantra. The 2022 Ford F-150 truck is a leased vehicle titled in the Husband's name. The Husband agrees that he will be solely responsible for all costs and lease payments associated with the Ford F-150 through the end of the lease and indemnify the Wife.

RETIREMENT PLANS.

11. **HUSBAND'S DELTA FIDELITY 401(k) RETIREMENT PLAN f/k/a Republic Airways Holdings Inc. 401(k) Plan.** The Husband has a Delta 401(k) Retirement Plan.


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The parties shall share the cost of retaining Matthew Lundy, Esquire to prepare a Qualified Domestic Relations Order, rollover or other legal instrument to transfer the Wife's interest in this account to her qualified account so as to avoid any non-taxable event. This transfer is in the nature of equitable distribution. The transfer is intended to be non-tax deductible or taxable as between the parties. The Wife's interest in this account is defined as "the coverture value" accumulated from the date of marriage on 06/16/16 to the date of filing of the Petition for Dissolution on 03/12/24. The husband and wife shall initiate the process within ten (10) days of the execution of the Agreement. Husband shall be primarily responsible for the distribution of the 401(k) in his name.

12. **HUSBAND'S TD AMERITRADE IRA.** The Husband has a TD Ameritrade Roth IRA worth \$3,125.17 as of 03/31/24. The Wife waives all right, title and interest to Husband's TD Ameritrade IRA.

13. **WIFE'S INSPIRA TRADITIONAL IRA.** The Wife has a traditional IRA with Inspira with a value of \$4,966.27 as of 12/31/23. The Husband waives all right, title and interest to Wife's Inspira Traditional IRA.

14. **EQUITABLE DISTRIBUTION SCHEDULE.** The parties acknowledge and agree the Equitable Distribution Schedule attached as Exhibit "A" to this Agreement represents the approximate values of their assets and liabilities as of the date of filing of this action. The ED schedule of distribution shall define and distribute the remaining assets and incorporated into this Marital Settlement Agreement and given full force and effect. There is only one joint account on


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the date of filing. Fifth Third Bank. The parties are to distribute that account consistent with the Equitable Distribution schedule.

15. **BANK ACCOUNTS, AND OTHER ASSETS:** The parties agree that except as provided in this agreement, each party shall retain any other bank account as titled in his/her individual name and each party shall waive all right, title, and interest he or she may claim on the other's asset.

16. **DEBTS/LIABILITIES:** The parties agree that each party shall retain sole responsibility for payment of the credit cards as titled. Wife shall be solely responsible for her credit cards as titled and the Husband shall be solely responsible for his credit cards as titled and each shall indemnify and hold the other harmless on any and all credit cards in his or her name individually.

17. **WAIVER OF ALIMONY.** Each party forever waives from the other any right he or she may have to alimony of any kind, either now or in the future, as each party has the income, assets, and/or property holdings to support himself and herself without spousal support and contribution from the other. The parties agree to forever waive and release the other from any and all other forms of alimony including, but not limited to temporary alimony, bridge the gap alimony, rehabilitative alimony, lump sum alimony, durational alimony, and permanent/periodic alimony for any and all reason whatsoever from now until the end of time. The aforesaid waiver of alimony is absolute and non-modifiable, in amount and duration, by either the Husband and/or Wife for any reason whether known, unknown, foreseen or unforeseen from now until the end of


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time.

18. **MUTUAL AND GENERAL RELEASE.** Each party warrants that he or she intend to settle all aspects of their marital relationship and rights by this Agreement. Except as otherwise provided in this Agreement, the parties mutually generally release and forever discharge each other from any and all actions, liabilities, claims, demands, and obligations of any kind of character, both in law and in equity, that either of them ever had, now has, or may have in the future against the other upon or by reason of any matter. It is the parties' intent that after the date of filing the petition, there shall be as between them, only those rights and obligations as are specifically provided in this Agreement.

19. **ATTORNEY FEES:** Each party shall be responsible for his or her individual attorney's fees and costs as incurred in the Action for Dissolution of Marriage.

20. **CHOICE OF LAW AND VENUE:** In the event disputes arise concerning this Agreement, the parties mutually agree that either party shall petition the Circuit Court in and for Palm Beach County, Florida, for recourse.

21. **CONSTRUCTION:** The laws of the State of Florida shall govern the validity, construction, interpretation and effect of this entire Agreement.

22. **MODIFICATION:** Any modification of this Agreement shall be unenforceable unless in writing and signed by both parties.

23. **CONSTRUCTION AND HEADINGS:** The headings contained herein are for convenience only and are not to be utilized in construing the provisions contained herein. Each party has reviewed and revised this Agreement and the normal rule of construction that ambiguities


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are to be construed in favor of the non-drafting party shall not be employed in the construction of this Agreement.

24. **SEVERABILITY:** In case any provision of this Agreement shall be held invalid or found to be contrary to or in violation of the laws of any county, state or other jurisdiction, such invalidity or illegality shall not affect, in any way, any other provisions hereof, and all such other provisions shall continue nevertheless in full force and effect.

25. **TAX ADVICE:** The parties hereby acknowledge and agree that each has had the opportunity to retain his/her own accountants, certified public accountants, tax advisor or tax attorney with reference to the tax implications of this Agreement. Further, both parties hereby acknowledge that neither has relied upon the tax advice that may or may not have been given by their respective advisor. Further, both parties hereby acknowledge that each has been advised to seek his or her own independent tax advice by retaining an accountant, certified public accountant, tax attorney or tax advisor with reference to the tax implication involved in this Agreement. Further, the parties acknowledge and agree that their signatures to this Agreement serve as their acknowledgment that they have read this particular paragraph and have had the opportunity to seek independent tax advice.

26. **REPRESENTATIONS:** The parties jointly represent:

A. Each party has provided the other with Mandatory Disclosure, as required by Family Rule of Procedure 12.285. Each party fully understands the implications of such disclosure. Each party has provided the other with a Financial Affidavit but has elected not to file same in the


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Court file. Each is satisfied and admits fair and reasonable knowledge and understanding of the financial condition and potential of the other.

B. The Wife has had the advice and counsel of Jeffrey S. D'Amore, of D'Amore Law firm, P.A., 4440 PGA Boulevard, Suite 204, Palm Beach Gardens, FL 33410. The Wife is satisfied with the representation of her attorney in this matter and is entering into and has signed this Agreement freely, voluntarily, and knowingly, and intends to be bound by it. The Husband has had the advice of Kenneth M. Gordon, Esquire and The Law Firm of Charles D. Jamieson, P.A., 1601 Forum Place, Suite 1002, West Palm Beach, FL 33401 and the opportunity to obtain further legal advice and new counsel but has elected to proceed without counsel. The Husband is entering into this agreement voluntarily, without coercion, duress, or overreaching. The Husband has signed this Agreement freely, voluntarily, and knowingly, and intends to be bound by it.

C. Each party understands and agrees that this Agreement supersedes any and all prior Agreements between the parties.

D. The parties further agree that this Agreement represents a complete resolution of all matters in dispute, and that neither party has made any representations, promises or warranties to the other except as set forth in this Agreement.

27. **WAIVER OF INHERITANCE.** Except as provided in this Agreement, each party generally releases and relinquishes to the other Party and to his or her heirs, executors, administrators, or assigns, any and all claims or rights which may now exist, or may arise later, because of the Parties' marriage, with respect to any property, whether real, personal, intangible, or mixed, belonging to the other Party, including, without limitation, all rights arising by operation of law or otherwise to share


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in any of the property or estate of the other party, except for any rights expressly conferred by a will executed subsequent to the date of this Agreement.

28. **INCORPORATION OF THE AGREEMENT.** The parties acknowledge that an Action for Dissolution of Marriage is currently pending in the State of Florida, Palm Beach County, Case No. 502024DR002246XXXANB, Family Division FI and that a copy of this duly executed Marital Settlement Agreement shall be filed in Court with a copy attached to the stipulated or proposed judgment. However, this Agreement shall not be merged into it but shall survive the final judgment and be binding upon the parties for all times.

29. **DEFAULT.** Should either party fail to abide by the terms of the Agreement, the defaulting party will be subject to the court's power of contempt and/or shall indemnify the prevailing party for all reasonable expenses and costs including attorneys' fees and costs incurred in the enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have signed their names and affixed their seals on the day and year first above written.

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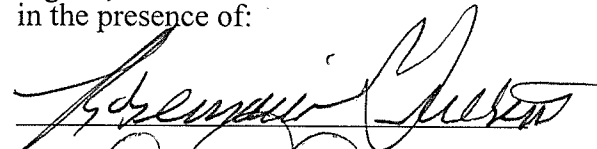

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ACKNOWLEDGMENT AS TO THE HUSBAND

HUSBAND has read this Marital Settlement Agreement, enters into it freely and voluntarily, and agrees to the terms and conditions of this Agreement, effective as of 5/30, 2024.

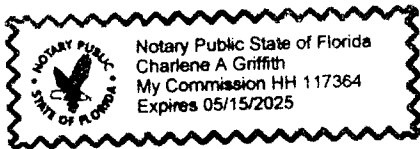
Signed, sealed and delivered
in the presence of:

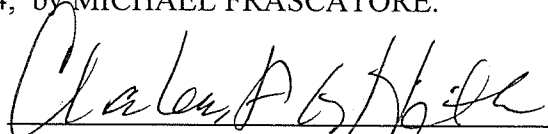



_____ **MICHAEL FRASCATORE**

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to or affirmed and signed before me by means of physical presence or online notarization, this 30 day of May, 2024, by MICHAEL FRASCATORE.




_____ **NOTARY PUBLIC or DEPUTY CLERK**

Charlene A. Griffith
[Print, type, or stamp commissioned name of notary or clerk.]

____ Personally known
 Produced identification
Type of identification produced: Fla. D.L.

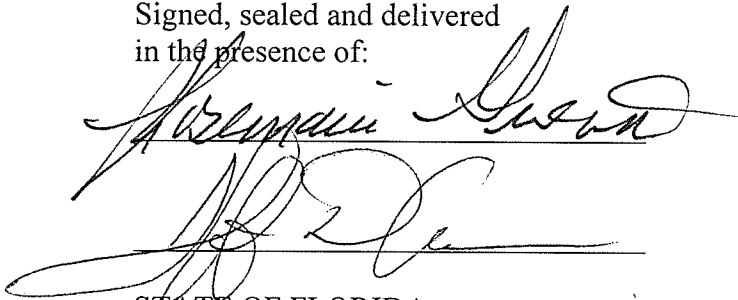

_____ **KO**


_____ **MF**

ACKNOWLEDGMENT AS TO THE WIFE

WIFE has read this Marital Settlement Agreement, enters into it freely and voluntarily, and agrees to the terms and conditions of this Agreement, effective as of 5/30, 2024.

Signed, sealed and delivered
in the presence of:

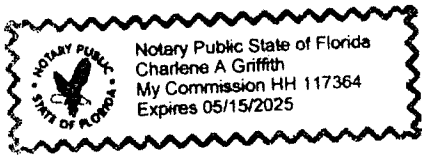


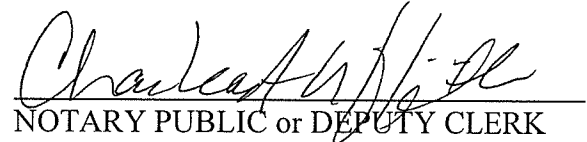
STATE OF FLORIDA
COUNTY OF PALM BEACH



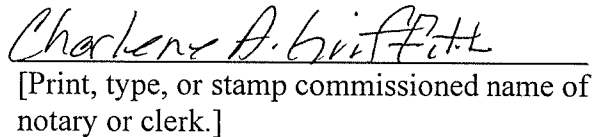
KENDRA OVERFIELD

Sworn to or affirmed and signed before me by means of physical presence or online notarization, this 30th day of May by KENDRA OVERFIELD.



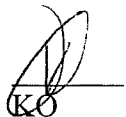


NOTARY PUBLIC or DEPUTY CLERK



[Print, type, or stamp commissioned name of notary or clerk.]

Personally known
 Produced identification
Type of identification produced: Fla. D.I.H.


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Overfield v. Frascatore
Equitable Distribution Schedule

502024DR002246XXXANB

			<u>Assets & Liabilities</u>				<u>Marital Estate Plan of Distribution</u>	
	<u>Husband</u>	<u>Wife</u>	<u>Joint</u>	<u>NonMarital Claims S</u>	<u>H/W</u>	<u>Total</u>	<u>Husband</u>	<u>Wife</u>
Cash (in banks or Credit unions):								
W Chase ckg	3/21/2024		3,239			3,239		3,239
W Comerica ckg	3/8/2024		60,304			60,304		60,304
H T-Mobile ckg	3/31/2024	18,691				18,691	18,691	-
H Fidelity Cash account	3/31/2024	16,360				16,360	16,360	-
Jt Fifth Third Bank	3/11/2024		3,711			3,711	122	3,589
H TD Bank ckg	4/5/2024	3,393				3,393	3,393	
Retirement Plans:								
W Inspira IRA	12/31/2023		4,966					4,966
H Schwab IRA 4513	3/31/2024	3,217				3,217	3,217	
H Fidelity 401(k)	3/31/2024	429,562				*	*	*
Real estate:								
Jt 178 E Tall Oaks Cr, PBG, FL			756,000					-
Jt Mr. Cooper Mtg	4/2/2024		(239,023)					
Net Equity			516,977			516,977	258,488	258,489
Debts:								
W Chase CC	3/10/2024		(1,120)			(1,120)		(1,120)
W Cleveland Clinic	4/14/2024		(1,412)			(1,412)		(1,412)
W PBG Medical Center	2/15/2024		(1,175)			(1,175)		(1,175)
H Amex	4/11/2024	(2,105)				(2,105)	(2,105)	
H Discover	3/23/2024	(307)				(307)	(307)	
H Macy's Amex	3/26/2024	(782)				(782)	(782)	
H Mastercard 3503	4/9/2024	(107)				(107)	(107)	
H Mastercard 6464	3/22/2024	(573)				(573)	(573)	
H Marriott Visa 0379	4/8/2024	(5,133)				(5,133)	(5,133)	
H Chase Visa 9376	4/8/2024	(168)				(138)	(138)	
Automobiles:								
2017 Hyundai Elantra (H)	x					7,000		7,000
2022 Ford F-150 Lease	x					-		-
H Robinhood	3/31/2024	32,881				32,881	32,881	
H Schwab 0065	3/31/2024	3,125				3,125	3,125	
H Optum HSA	3/31/2024	1,710				1,710	1,710	
H HSA account	3/31/2024	529				529	529	
H Schwab HSA 8735	3/31/2024	4,510				4,510	4,510	
Totals						662,796	333,881	333,881
Cash to Balance								
							<u>333,881</u>	<u>333,881</u>
H Fidelity 401(k)	3/31/2024	429,562				<u>429,562</u>	50%	50%
*Wife's interest is the Coverture value from 06/16/16 to 03/12/24						<u>1,013,811</u>		

EXHIBIT "A"