

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT,  
IN AND FOR INDIAN RIVER COUNTY, FLORIDA

MARCELO VILAS  
Petitioner,

CASE No. 31-2023-DR-0328

and

SUZANNE LEIGH  
Respondent

and

LEIGH & CO., INC.  
Corporate Defendant

**FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE**

**THIS CAUSE** came before the Court on August 3, 2023 via Zoom and the Court having heard sworn testimony of the Husband and Wife and after reviewing the Court file and related case files and being duly otherwise advised in the premises, finds as follows:

1. The Court has jurisdiction over the subject matter and the parties.
2. The Wife has been a resident of the State of Florida for more than 6 months immediately before filing of the petition.
3. The parties have no minor or dependent children born during the marriage and none are expected.
4. The parties were married on June 28, 2014 and separated on March 30, 2023. The marriage between the parties is irretrievably broken; therefore, the marriage between the parties is dissolved, and the parties are restored to the status of being single.
5. The parties have freely and voluntarily entered into a Mediation Agreement. The Mediation Agreement filed with Clerk on October 4, 2023 is ratified and made a part of this final judgment. The parties are ordered to obey all of its provisions. Each party shall otherwise retain all other personal property currently in his/her possession and/or name, free from claim of the other and pay all other debts incurred by him/her and/or in his/her own name and indemnify and hold the other party harmless therefrom.

6. Each party will execute any documents that may be reasonably required to accomplish the intentions herein. If either party fails to comply, this final judgment will constitute an actual grant, assignment and conveyance of property and rights in such matter pursuant to Section 61.075(4), Florida Statutes and Rule 12.570, Florida Family Law Rules of Procedure.

7. The Court reserves jurisdiction for all legal and proper purposes.

**DONE AND ORDERED** at Vero Beach, Indian River County, Florida, on October 5, 2023.

*eSigned by Judge Cynthia L. Cox* 10/05/2023 11:16 am

\_\_\_\_\_  
CYNTHIA L. COX, Circuit Judge

Copies provided via the e-portal service to:

Counsel for the Husband: [jeff.battista@verolawyers.com](mailto:jeff.battista@verolawyers.com)

Counsel for the Wife: [Tiffany@TiffanyStarrLaw.com](mailto:Tiffany@TiffanyStarrLaw.com)

IN THE CIRCUIT COURT OF THE  
NINETEENTH JUDICIAL CIRCUIT  
IN AND FOR INDIAN RIVER COUNTY,  
STATE OF FLORIDA

IN RE: THE MARRIAGE OF:

CASE NO.: 31-2023-DR-000328

MARCELO VILAS,

Petitioner,  
and

SUZANNE LEIGH,

Respondent,  
and

LEIGH & CO., INC.,

Corporate Defendant.

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**MEDIATION AGREEMENT**

The parties, MARCELO VILAS and his attorney JEFFREY P. BATTISTA, Esquire and SUZANNE LEIGH and her attorney TIFFANY STARR, Esquire met remotely and fully mediated all issues presently pending on October 4, 2023 and agree as follows:

1. THE PARTIES UNDERSTAND THIS AGREEMENT AND THEIR RIGHTS AND OBLIGATIONS CONTAINED HEREIN, HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY, HAVE HAD EVERY AVAILABLE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR OWN CHOOSING, HAVE HAD ALL QUESTIONS ANSWERED TO THEIR SATISFACTION AND INTEND TO BIND THEMSELVES TO THE TERMS AND CONDITIONS CONTAINED HEREIN. This Agreement is intended to be a full, final and binding settlement of all issues of the Dissolution of Marriage action which has been filed in Indian River County, Florida. This Agreement shall be submitted to the Court and shall be made a part of any final

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judgment or other appropriate order as the Court may deem just and proper.

Notwithstanding the incorporation, this Agreement shall not merge into such judgment but shall survive the judgment and be binding on the parties for all time.

2. By agreement of the parties and their counsel, the Mediation Agreement will be signed electronically this date and e-filed by the Mediator.

3. The parties were married on June 28, 2014.

4. There are no minor children born to the parties and the Wife is not pregnant.

5. On or before 5:00 PM on February 4, 2024, the Wife will pay to the Husband the sum of Three Hundred Twenty Thousand Five Hundred Eight-Six and 30/100ths (\$320,586.30) Dollars. Payment shall be made directly to the Husband..

6. The parties own the marital home located at 2520 Fairway Drive, Vero Beach, Florida. The home is encumbered by a mortgage with Mr. Cooper.

A. The Wife will have exclusive use and possession of the home as set forth hereafter.

B. The Wife will refinance the mortgage or otherwise remove the Husband's name from financial liability on the mortgage within 120 days from the date of this Agreement. In the event she is unable or unwilling to refinance, then the home will be sold at fair market value and after satisfaction of the mortgage and cost of sale, the Husband shall receive the balance of the \$320,586.30 payment due to him pursuant to Paragraph 5 above and the Wife will receive the balance of the net proceeds.

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In that event, the home will be listed for sale with a mutually agreed upon realtor. If the parties cannot agree on a realtor, then one will be chosen by the court. The sales price will be set and an offer for purchase will be accepted if two out of the three involved individuals (Husband, Wife and realtor) agree to the price.

C. Pending refinance or sale, the Wife will be solely responsible for and hold harmless and indemnify the Husband from payment of the mortgage, taxes, insurance, repairs and utilities in the home.

D. If the Wife is ever more than thirty (30) days delinquent on any mortgage payment or if the Wife fails to pay the \$320,586.30 within 120 days from the date of this Agreement, then the home shall be listed for sale under the same terms and conditions set forth in Paragraph 5 above. At closing, after satisfaction of the mortgage and cost of sale, the Husband shall receive the balance of the \$320,586.30 payment due to him pursuant to Paragraph 5 above and the Wife will receive the balance of the net proceeds.

E. The Husband shall execute a Quit Claim Deed which transfers all of his interest in the home to the Wife within ten (10) days of receipt of the proposed Deed from the Wife. The Husband's attorney will hold the original Deed in trust until the closing on the refinance or sale of the home. A copy of the Deed will be provided to the Wife for refinancing purposes. No Deed will be recorded until the closing on the refinance.

7. The Wife has a 401(k) with Ameritrade (Acct. #4144) and a retirement account with Ameritrade (Acct. #1341). The Husband will receive 100% of both accounts. Should a Qualified Domestic Relations Order (QDRO) be necessary for the

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distribution of the accounts, the parties will retain Matthew Lundy to prepare the QDRO(s). Initial application will be made within thirty (30) days of the date of this Agreement. The parties will each be responsible for one-half of the for the cost of obtaining the QDRO(s) and any other transfer expenses.

8. Except for the Wife's two (2) Ameritrade accounts set forth above, each party shall receive any and all funds, balance, or benefits from any account currently held in the party's individual name now existing, including but not limited to any bank account, certificate of deposit, profit-sharing plan, retirement plan, IRA, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, military retired pay, accrued unpaid bonuses, or disability plan, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom and any other rights related thereto. The other party hereby waives and releases any and all claims or interest therein.

9. The Husband shall have the exclusive use, ownership, and possession of and shall be solely responsible for and shall hold harmless and indemnify the Wife from any liabilities associated with the following personal property:

A. Leased Vehicle held in Husband's name

B. The following items from the marital home:

\*Speakers and Surround Sound System

\*Grill

\*Husband's Bike

\*Guest Bedroom Furniture

\*Two (2) Televisions (from office and upstairs living room )

\*Peleton; and

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C. All personal property in the Husband's possession.

The Husband will retrieve his personal property on an agreed-upon date and time within 30 days from the date of this Agreement.

10. The Wife shall have the exclusive use, ownership, and possession of and shall be solely responsible for and shall hold harmless and indemnify the Husband from any liabilities associated with the following personal property:

- A. 2019 Mercedes GLS 450
- B. Three (3) dogs - subject to Paragraph 11 hereafter; and
- C. All personal property located in the marital home except as set

forth as the Husband's property above.

11. The Wife shall have the ownership of the three (3) dogs: Hugo, Lucas, and Milo. After the Husband moves into a residence with a fenced yard, he shall be entitled to have the 3 dogs on the second Tuesday of each month for a period of one consecutive week. The Husband will pick up the dogs from daycare on Tuesday and will return them to daycare on the following Tuesday.

12. Each party shall be solely responsible for and shall hold harmless and indemnify the other party from any and all debts held solely in that party's name, including any undisclosed debt incurred by him/her.

13. The Husband shall have the sole ownership of and the Wife waives any right, title, interest or claim that she may have in the business known as Anikos Technologies, Inc., including all assets of the business.

A. The Husband shall be solely responsible for and shall hold harmless and indemnify the Wife from any and all debts and liabilities related to the business.

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14. The Wife shall have the sole ownership of and the Husband waives any right, title, interest or claim that he may have in the business known as Leigh & Co., Inc., including all assets of the business.

A. The Wife shall be solely responsible for and shall hold harmless and indemnify the Husband from any and all debts and liabilities related to the business.

15. Each party hereby waives the right to claim or receive any alimony from the other party of any type or kind, now or in the future.

16. The parties shall each be responsible for his/her own costs and attorney's fees incurred in this action. However, should any party retain counsel for the purpose of enforcing or preventing the breach of any provision, including, but not limited to, any action for enforcement and/or damages by reason of any alleged breach of this Agreement, for a declaration of the party's rights or obligations, or any other judicial remedy, the prevailing party shall be entitled to be reimbursed by the losing party for all reasonable attorneys' fees and costs for the services rendered to the prevailing party.

17. The foregoing agreement has been entered into freely and voluntarily without undue influence, fraud, coercion or misrepresentation and each is satisfied with the financial disclosure they have received from the other party.

18. This agreement constitutes the entire contract between the parties and any prior understandings or agreements made by them on the subjects covered in this agreement.

19. The parties acknowledge that they are satisfied with the disclosure of all finances, assets, debts, and obligations. The parties have each had advice of counsel and financial advisors with respect to this Agreement and each them recognizes that further discovery could have been made, but they have knowingly chosen not to engage in further discovery.

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20. The Husband and Wife both acknowledge that there may be substantial tax implications involved as a result of their entering into this Agreement. The parties to this Agreement hereby acknowledge and agree that each has had the opportunity to retain and consult with his or her own accountants, certified public accountants, tax advisor or tax attorney with reference to the individual financial and tax consequences of this Agreement. Both the Husband and the Wife hereby acknowledge that neither has relied upon the tax advice that may or may not have been given by their respective attorneys, if any, who have represented them in negotiating this Agreement. 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 consequences in connection with the execution of this Agreement. The parties acknowledge and agree that their signatures to this Agreement serves as their express and voluntary acknowledgment that they have read this particular paragraph, have understood the meaning of this paragraph and have had the opportunity to seek independent tax advice or expressly waive their right to seek independent advice or counseling in this regard.

21. Each of the parties shall execute and deliver to the other party any documents that reasonably may be required to accomplish the intention of this instrument and shall do all other necessary things to this end. If either party shall fail to comply with the provisions of this paragraph, this agreement shall constitute an actual grant, assignment and conveyance of property and rights, in such manner and with such force and effect as shall be necessary to effectuate the terms of this agreement and expressly waive all further disclosure and/or discovery.

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22. The parties' income tax refund for the tax year 2022 shall be divided as follows:

- A. Wife - \$67,944.59
- B. Husband - \$27,481.41

The parties shall request that the above payments be made directly to each party's designated bank account. Each party shall pay and hold harmless and indemnify the other party from any and all taxes, fees, or penalties due on his/her own individual income and business income.

23. The parties agree that the terms of this Agreement shall be enforceable by contempt.

24. The parties shall each pay one-half (1/2) of the mediator fees due this date by providing an authorized debit or credit card for processing through PayPal.

Dated this 4<sup>th</sup> day of October, 2023.

*Marcelo Vilas*

MARCELO VILAS  
Husband

*Suzanne Leigh*

SUZANNE LEIGH  
Wife

*Jr*

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