

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

DATE: June 7, 2024

IN RE: Edwin Taylor, **Husband**

and, Keely Gideon-Taylor, **Wife**

CASE NO. 50-2023-DR-006548-XXXX-SBFX

**MEDIATION AGREEMENT
(Dissolution of Marriage)**

Keely Gideon-Taylor and Edwin Taylor have participated in mediation and have voluntarily reached the following agreements without any undue influence from the mediator and the attorneys. Each party understands that the mediator in this matter does not represent either or both of them. The mediator gave suggestions to help the parties reach this agreement. Once the parties are no longer residing together in the marital home, then the parties shall live separate and apart from each other. From this day forward, each of them shall be free from interference, authority, molestation, or control by the other. The laws of Florida shall govern the validity, construction, interpretation, and effect of this Agreement.

1. DIVISION OF ASSETS: We acknowledge the existence of the following assets, which we agree to divide (*everything we own and that is owed to us*) as follows: Any personal item(s) not listed below is/are the property of the party currently in possession of the item(s):

A. The Wife shall receive as her own and the Husband shall have no further rights or responsibilities regarding these assets

At the time of executing this agreement, the parties are residing together in the marital home and shall divide the contents of the marital home between themselves. If they have a disagreement and cannot work it out, they shall immediately return to mediation to attempt to negotiate a settlement before submitting to the court to have a judge decide the issue. If applicable, any checking and savings bank accounts in the Wife's sole name she shall receive and shall receive all monies in said accounts. Wife shall retain her vehicle (2015 Mercedes Benz C250). If necessary, within 30 days of executing this agreement, the Husband shall cooperate with the Wife and transfer title of the vehicle named above into the Wife's name. Until the title transfer takes place, the Wife agrees to indemnify and

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hold harmless the Husband with regards to the vehicle she is receiving in this dissolution action. Wife shall retain her clothing, jewelry and personal effects.

B. The Husband shall receive as his own and the Wife shall have no further rights or responsibilities regarding these assets

At the time of executing this agreement, the parties are residing together in the marital home and shall divide the contents of the marital home between themselves. If they have a disagreement and cannot work it out, they shall immediately return to mediation to attempt to negotiate a settlement before submitting to the court to have a judge decide the issue. If applicable, any checking and savings bank accounts in the Husband's sole name he shall receive and shall receive all monies in said accounts. Husband shall retain his vehicle (2020 Ford Explorer). If necessary, within 30 days of executing this agreement, the Wife shall cooperate with the Husband and transfer title of the vehicle named above into the Husband's name. Until the title transfer takes place, the Husband agrees to indemnify and hold harmless the Wife with regards to the vehicle he is receiving in this dissolution action. Husband shall retain his clothing, jewelry and personal effects.

C. JOINT BANK ACCOUNTS:

The parties have the following joint bank accounts: (1) Armed Forces bank checking account; (2) Wells Fargo Checking and Savings accounts; (3) Gold Coast Credit Union Checking and Savings accounts; and (4) a First Command Bank Savings account. The parties shall equally divide the balance of all the accounts as of the date of executing this agreement with the Wife receiving 50% and the Husband receiving 50%. After the division of the accounts, the Wife shall receive the two Gold Coast Credit Union accounts and remove the Husband's name from the accounts. After the division of the accounts, the Husband shall receive the Armed Forces bank checking account, the Wells Fargo Checking and Savings accounts, and the First Command Bank Savings accounts and remove the Wife's name from the accounts.

D. MARITAL HOME

1. The property located at 5797 Descartes Circle, Boynton Beach, Fl 33472 is the marital home of the parties.

2. The current mortgage/note is in both the Husband and the Wife's names and both parties are on the deed. It is the intent of the Husband to assume the mortgage having the Wife removed from the mortgage/note relieving her from all liability associated with the home. The Husband shall make application to assume the mortgage and must close no later than 90 days from the date of the entry of final judgment of dissolution of marriage. If the Husband is able to assume the mortgage in order to remove the Wife from the

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liability associated with the home, then the Husband shall receive the home as his sole asset in this dissolution action. Whatever notice the Husband should receive regarding the assumption of the mortgage shall be given to the Wife with forty-eight (48) hours of receiving said notification. At the time of executing this agreement the parties are both living in the marital home. Within six months from the date of the execution of this agreement, the Wife shall vacate the marital home. Until the Wife vacates the home, the Wife shall pay the lawn care and storage expenses and the Husband shall pay all the remaining house bills and expenses. Upon the Wife vacating the marital home, the Husband shall have exclusive use and possession of the marital home. The parties shall cooperate with executing any and all documents necessary to effect the assumption of the mortgage, including but not limited to a Quit Claim Deed within the time frame requested by the broker and/or financial institution associated with the assumption of the mortgage.

2. DIVISION OF LIABILITIES/DEBTS: We divide our liabilities as follows:

A. The Wife shall pay as her own the following and will not at any time ask the Husband to pay these debts/bills:

Debts in the Wife's sole name, she shall be 100% responsible for paying including but not limited to her Target, Chase Visa, USAA Visa and Macy's credit cards. All assets, which the Wife shall receive in this action, that may result in a cost associated with said assets, the Wife shall be 100% responsible for paying. The Wife agrees to indemnify and hold harmless the Husband with regard to all debts in her sole name. The Husband shall no longer incur charges or expenses on accounts in the Wife's sole name from this day forward. Any accounts which the Wife may have where the Husband is an authorized user, the Husband shall no longer use said account from this day forward and the Wife shall remove the Husband as an authorized user immediately.

B. The Husband shall pay as his own the following and will not at any time ask the Wife to pay these debts/bills:

Debts in the Husband's sole name, he shall be 100% responsible for paying including but not limited to his JC Penny, Amex ending in 1009, Amex ending in 4002 and Amex ending in 1000, Macy's ending in 6681 and USAA ending in 5662. All assets, which the Husband shall receive in this action, that may result in a cost associated with said assets, the Husband shall be 100% responsible for paying. The Husband agrees to indemnify and hold harmless the Wife with regard to all debts in his sole name. The Wife shall no longer incur charges or expenses on accounts in the Husband's sole name from this day forward. Any accounts which the Husband may have where the Wife is an authorized user, the Wife shall no longer use said account from this day forward and the Husband shall remove the Wife as an authorized user immediately.

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3. RETIREMENT ACCOUNT(S):

A. The Husband three individual retirement accounts. The first account the Husband has is an FIU State Retirement account. The second account is an IRA with an account number ending in 1152 with First Command Bank. The third account is an IRA with an account number ending in 1145 with First Command Bank. The Husband also has seven life insurance policies with AIG which he shall receive as his sole asset in this Dissolution action. The Husband shall receive his three retirement accounts and his seven life insurance accounts and all monies in said accounts as his sole property in this Dissolution Action. The Wife waives any and all claims, rights, entitlements, and interests in the Husband's accounts.

B. The Wife has three individual retirement accounts. The first account the Wife has is a 401(k) with Gannett Media. The second account is an IRA with an account number ending in 1178 with First Command Bank. The third account is an IRA with an account number ending in 1160 with First Command Bank. The Wife also has two life insurance policies with All American Life which she shall receive as her sole asset in this Dissolution action. The Wife shall receive her retirement accounts and two life insurance accounts and all monies in said account as her sole property in this Dissolution Action. The Husband waives any and all claims, rights, entitlements, and interests in the Wife's accounts.

C. The Husband and the Wife have a joint Mutual Fund with an account number ending in 1137 at First Command Bank. In and for equitable distribution the Wife shall receive 100% of the total value of the account and the Husband shall receive no monies from said account. The Husband shall cooperate with executing all documents to remove his name from the mutual fund within thirty (30) days of the entry of final judgement for dissolution of marriage. The Husband waives any and all claims, rights, entitlements, and interests in this joint account. The Husband shall no longer make any withdrawals, transactions, or transfers from the date of executing this agreement forward.

D. The Husband has a military pension. The Husband entered the military in August of 1978 and exited the military in November of 1998. The Wife shall receive 50% of only the marital portion of the Husband's monthly payment and the marital portion to determine the value shall be determined from the Date of Marriage (6/28/1986) to the Date of Filing (7/31/2023). The parties shall equally split the cost to effectuate the QDRO(s). SEE EXHIBIT A.

4. ALIMONY:

A. Each of us forever gives up any right to spousal support (Temporary, Bridge-The-Gap, Rehabilitative, Durational or any other form which the legislature may adopt) that we

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have now or in the future. We understand that this provision cannot be modified in the future for any reason.

5. FEES/ENFORCEMENT/WAIVER'S:

A. Each party will pay his/her own attorney's fees, costs, and mediation fees.

B. In the event any action is brought in the future for the enforcement or contempt of any provision of this agreement or subsequent Final Judgment between the parties, the non-defaulting party shall be entitled to recover reasonable attorneys fees and costs from the defaulting party, inclusive of such fees, costs, and expert fees incurred in the determination of the reasonableness of such fees incurred in the enforcement or contempt action at the trial court and appellate levels. With regards to enforcement and/or modifications, the State of Florida shall retain jurisdiction and the venue shall remain in Palm Beach County at this time.

C. It is acknowledged by both the parties and counsel, if any, that if the parties should waive all the rules of confidentiality and the mediator should be requested to come to court and testify that the mediator would be testifying as a material witness, not an expert witness. Regardless what capacity the mediator would be called to testify in, if at any time the mediator is called to testify regarding a case for any reason, the party requesting the mediator's testimony and appearance shall be 100% responsible for the cost for his time to prepare, attend and testify. The cost shall be \$275/hour.

D. The parties hereby acknowledge and agree that each has been advised and 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 attorney's who represented them in negotiating this Agreement. The parties acknowledge and agree that their signatures to this Agreement serve as their acknowledgement that they have read this particular paragraph and have had the opportunity to seek independent tax advice.

E. Each party is satisfied with the disclosure made by the other, and has chosen not to pursue further discovery. Each party is satisfied with the legal representation rendered by his/her lawyer. All of the terms of this Agreement were vigorously negotiated by the parties. Each party has given careful and mature thought to the making of this Agreement. Each party acknowledges that he/she could do better or worse in court. Each party enters into this Agreement freely, voluntarily, without duress or coercion. By execution of this Agreement, each party acknowledges this Agreement to be fair and reasonable and each party represents that he or she will abide by this Agreement.

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F. The parties have exchanged documents, had time to review said documents and made financial disclosure to each other as a part of this pending action. Each party has had the opportunity to conduct discovery and is satisfied with the financial disclosure and review of all documents exchanged. The parties waive any further financial disclosure and acknowledge that they each have sufficient information and knowledge regarding their assets, liabilities and incomes to enter into this agreement. Each party acknowledges that although there may be additional documents available for review, or additional discovery that could be had, they are satisfied with this agreement and now waive any and all further discovery and shall not attempt to seek relief from any term contained herein as a result of that waiver or otherwise.

G. As of the date of executing this agreement, the parties mutually release and forever discharge each other from any pending actions, suit, claims, demands, or obligations whatsoever, in law or in equity, which either of them had from the beginning of time until to the date of executing this Agreement. It is now the intent of the parties that as of the date of executing this agreement, there shall be between them only such rights and obligations as specifically outlined herein.

H. Each party acknowledges that he/she is not under the influence of any drugs, alcohol, and illegal or prescription mind-altering substance(s) when negotiating and executing this document. Neither party was under duress, intimidated or coerced into executing this agreement and sign this agreement freely and intend to be bound by all the terms contained herein.

Date: June 7, 2024

DocuSigned by:

Edwin Taylor

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Husband: Edwin Taylor
5797 Descartes Circle
Boynton Beach, FL 33472
Phone #: 561-319-1733

DocuSigned by:

Keely Gideon-Taylor

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Wife: Keely Gideon-Taylor
5797 Descartes Circle
Boynton Beach, FL 33472
Phone #: 561-735-0720

DocuSigned by:

Tim Grice, Esq.

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Husband's Attorney: Timothy Grice, Esq.

DocuSigned by:

Suzette Hyde, Esq.

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Wife's Attorney: Suzette Hyde, Esq.

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Matthew Brickman

DocuSigned By: Matthew Brickman

Mediator: Matthew Brickman
Certificate #20836FA

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Wife's Initials:

EXHIBIT A

Section _____: Retirement Benefits of the Husband under the United States Air Force.

- a. The Husband (for purposes of this section only referred to as the “Member”) is a participant in the United States Military Pension Plan based on service in the United States Air Force (the “Plan”). For the purposes of marital property division, the Wife (for purposes of this section only referred to as “Former Spouse”) is hereby granted a portion of the Member’s retirement benefits under the Plan as designated below.
- b. **Jurisdiction:** The jurisdictional requirements of 10 U.S.C. Section 1408 have been satisfied and the Court shall have jurisdiction over the Member’s military retired pay.
- c. **Amount of Former Spouse’s Benefits:** The Former Spouse is awarded 50% of the Member’s disposable military retired pay.
- d. **Postretirement Cost-of-Living Adjustments:** In addition to the preceding, the Former Spouse shall receive a pro-rata share of all cost-of-living adjustments.
- e. **Commencement Date:** The Former Spouse acknowledges that the Former Spouse’s payment will not begin until the Member begins drawing a benefit and DFAS approves the order directing payment to the Former Spouse. The Member shall make direct payment of the Former Spouse’s benefit to the Former Spouse until such time as the order is approved and DFAS begins making direct payment to the Former Spouse.
- f. **Survivor Benefit Plan (“SBP”) Protection for the Former Spouse:** The Former Spouse shall be treated as the Member’s irrevocable beneficiary under the Survivor Benefit Plan (“SBP”). The Member shall be required to make the necessary election in a timely manner to effectuate the SBP coverage for the Former Spouse and shall execute such paperwork as is required. If the Member fails to do this, then the Member shall be required, at the Member’s own expense, to obtain life insurance to secure the Former Spouse’s benefit under this section, and to pay any other costs for accounting for damages to the Former Spouse. The level of SBP coverage required for the Former Spouse shall be that which will provide the Former Spouse with the maximum survivor benefit coverage possible.

In order to help assure that the Former Spouse receives SBP coverage, it is understood that the Former Spouse and/or the Former Spouse’s legal counsel shall submit a “Deemed Election Notice” to the Defense Finance and Accounting Service (DFAS) no later than one year following the date of the final order of divorce. However, this requirement for application shall not alleviate the requirement that the Member make the appropriate request.

In Order to secure Former Spouse SBP coverage, the Member shall execute a DD-2656-1 and submit same to counsel for the Former Spouse for the Former Spouse’s signature within 10 days of signing this Agreement.

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EXHIBIT A

- g. **Tax Treatment of Distribution Made to the Former Spouse:** For purposes of Sections 402(a)(1) and 72 of the Internal Revenue Code, the Former Spouse shall be treated as the distributee of any distribution or payments made to the Former Spouse under the terms of the Court Order, and as such, will be required to pay the appropriate federal income taxes on such distribution.
- h. **Constructive Receipt:** In the event that the DFAS inadvertently pays the Member any benefits that are assigned to the Former Spouse pursuant to the terms of the Military Court Order assigning benefits to the Former Spouse, the Member shall immediately reimburse The Former Spouse to the extent that the Former Spouse has received such benefit payments, and shall forthwith pay such amounts so received directly to the Former Spouse within ten (10) days of receipt.
- i. **Issuance of Military Court Order:** In order to effectuate the assignment provisions of this Agreement regarding the division of the Member's retirement benefits under the Plan, a Military Court Order for direct payment to the Former Spouse shall be prepared in accordance with the terms of this Agreement and submitted to DFAS for processing. The parties agree to the immediate entry of such order.

Said Order shall be prepared immediately, and the parties agree that the Former Spouse shall hire Matthew Lundy Law—QDRO Law (“MLL”) to prepare said order and the necessary forms to accompany same to provide to DFAS to effectuate this section.

If requested by MLL, the Member shall furnish their service history, points history, rank and/or high-3 as of the date of the Final Judgment or as of any other date requested.

- j. **Continued Jurisdiction:** The Court shall retain jurisdiction to establish and/or maintain the qualified status of the Military Court Order and to effectuate the original intent of the parties as agreed herein. In the event that the Participant's status as active and/or reservist makes this section unenforceable, the Court shall retain jurisdiction to resolve any issues arising from said change in status.

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