

IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT,  
IN AND FOR DUVAL COUNTY, FLORIDA

Case No.: 2023-DR-2516

Division: FM-C

IN RE: THE MARRIAGE OF:  
JOVINA M. O'BERRY,  
Petitioner,

and,

LISTON C. O'BERRY,  
Respondent.

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**AMENDED DEFAULT FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE  
AND OTHER RELIEF WITHOUT DEPENDENT OR MINOR CHILDREN**

**THIS MATTER** came on to be heard on or about May 21, 2024 before the Honorable Mark H. Mahon upon a Default Final Hearing of *Petitioner's Petition for Dissolution of Marriage and Other Relief without Dependent or Minor Children* (hereinafter "Petition"). The Petitioner, JOVINA M. O'BERRY (hereinafter "Wife") was present at the hearing via Zoom video conference with counsel, Danielle L. Day, Esq. Respondent, LISTON C. O'BERRY (hereinafter "Husband"), failed to appear. All parties were properly noticed of the hearing.

The Court, having received taking testimony from the Wife, reviewed the file and being otherwise fully advised herein, the Court finds as follows:

- A. The Court has jurisdiction of the parties and of the subject matter of this action.
- B. The parties were married to each other on or about July 28, 1989. The parties' resided together as husband and wife until their final separation on or about May 7, 2024.
- C. Wife 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.
- D. The marriage between the parties is irretrievably broken.

- E. Wife filed a Petition for Dissolution of Marriage on or about March 23, 2023. The Husband was served on or about April 14, 2023, as evidenced by the Return of Service subsequently filed on or about June 28, 2023.
- F. Husband failed to comply with previous court orders regarding discovery.
- G. Husband is in contempt of the *Order on Motion for Contempt and Order to Show Cause* dated November 21, 2023. As a result, Husband's Answer was stricken and a Judicial Default was entered herein on March 20, 2024.
- H. There are no minor children to the marriage.
- I. Wife testified that both she and Husband are retired. Wife retired on or about June 1, 2005, and Husband retired on or about November 22, 2022.
- J. Wife testified that she is not familiar with Husband's finances, as Husband failed to disclose his finances to Wife during the marriage, as well as failed to comply with discovery during the dissolution of marriage process.
- K. Wife testified that Husband owns a home located at 4736 Hunt Street, Jacksonville, Florida 32254 which was purchased prior to the marriage and as such is Husband non-marital property. Husband shall have exclusive use and possession of the home and all its contents therein. Husband shall be entitled to 100% equity in said property.
- L. Wife testified that both parties have their own separate bank accounts and that she was not aware of the amount in Husband's bank account. This Court finds that under the circumstances, the parties shall be awarded 100% of the accounts titled in their sole names.
- M. Wife testified that each party has retirement accounts. This Court finds that Wife is hereby awarded 100% of her retirement accounts. Wife testified that Husband may

have retirement account(s) with the following: U.S. Office of Personnel Management, Thrift Savings Plan, Nassau Life and Annuity, and TVTii, LLC. This Court finds that Wife shall be entitled to her marital share of these accounts defined more specifically as 50% of the amounts accrued in each retirement account from the date of marriage until the date of filing plus or minus any gains or losses.

N. Wife filed a Family Law Financial Affidavit on May 14, 2024. Husband failed to do so. Wife has a deficit every month and as such, has a need for support and attorney's fees.

O. Husband provided his 2022 Wage and Income Transcript filed herein on December 28, 2023. Husband's wages were reported to be \$81,454.00. No evidence was presented that suggests Husband would not have the ability to pay support or attorney's fees. As such, this Court finds that Husband has the ability to pay and as such, an award of alimony and attorney's fees is proper in this case.

P. The parties were married for 33 years and 7 months (33.58 years) (date of marriage until date of filing). The Court finds this is a long term marriage, and as such, durational alimony should be awarded. Wife is sixty-eight (68) years old and retired. Since the parties have been married for this amount of time, Husband shall be required to pay durational alimony for a period equal to twenty-five (25) years.

Q. This Court finds that Husband shall pay Wife the amount of \$1,000.00 per month in durational alimony beginning June 1, 2024. Husband shall continue to pay this amount of support until June 1, 2049 or until the remarriage of Wife, or until death of either party.

R. Husband was previously ordered to pay Wife's attorney the amount of \$5,637.50.

Thereafter, Wife has accrued an additional \$8,930.00 in attorney's fees, totaling \$14,567.50. Husband shall reimburse said amount to Wife's attorney's office within ninety (90) days of entry of this final judgment.

Accordingly, it is:

**ORDERED and ADJUDGED:**

1. **DISSOLUTION OF MARRIAGE:** The marriage of the parties is hereby dissolved and each party is restored to the status of being single and unmarried.

2. **EQUITABLE DISTRIBUTION OF THE NON-MARITAL AND MARITAL PROPERTY:**

a. **Home:** The Husband owns a home located at 4736 Hunt Street, Jacksonville, Florida 32254. Husband shall have exclusive use and possession of the home and all its contents therein as of the date of execution of this Final Judgment. Husband shall be entitled to 100% equity in said property. Husband shall be responsible for any all expenses associated with said home, including but not limited to property taxes, insurance, etc. and shall indemnify and hold Wife harmless therefrom.

b. **Financial Accounts and Other Intangible Assets:** Wife shall have exclusive use and ownership of any and all assets titled in the Wife's name only or in the Wife's name with any person or entity other than the Husband, including without limitation, bank accounts, stocks, bonds, or any other type of financial account or asset.

c. **Retirement:** Wife shall receive any and all benefits existing by reason of his or her past, present, or future employment or military service, including but not limited to any profit-sharing plan, retirement plan, 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. Wife is hereby awarded 100% of her retirement accounts. Wife shall be entitled to her marital share of Husband's retirement accounts with the U.S. Office of Personnel Management, Thrift Savings Plan, Nassau Life and Annuity, and TVTii, LLC, the amount defined more specifically as 50% of the amounts accrued in each retirement account from the date of marriage until the date of filing plus or minus any gains or losses. Wife shall be responsible for obtaining the qualified domestic relations orders necessary for each retirement account. Husband shall reimburse Wife directly for the cost of obtaining all required qualified domestic relations orders within ninety (90) days of receiving written proof of payment by Wife. Husband shall cooperate in assisting Wife and/or her counsel in providing whatever documentation necessary to obtain said qualified domestic relations orders. The Court reserves jurisdiction to determine the amount of said awards for each retirement account in the event of a dispute and/or for entry of any and all qualified domestic relations orders.

d. **Personal Property:** Each party shall maintain sole ownership and possession of any and all personal property, furniture, furnishings, and personal effects in the possession of the respective party or subject to his or her control. Each party shall own and possess his or her items of property free and clear from any claim of the other party.

e. **Liabilities:** Each party shall be solely responsible for their own debt in their respective names. Each party specifically shall pay and be responsible for said debt currently existing in his or her own name and each party shall indemnify and hold the

other harmless from any liability thereon. If either party incurred debt in the other party's name after the date of filing of the Petition, then the party incurring said debt is responsible for said debt. Neither party shall hereafter incur any obligation or liability for which the other party will be liable.

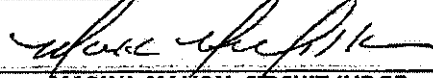
3. **ALIMONY:** The parties were married for 33 years and 7 months (33.58 years) (date of marriage until date of filing) and as such, this marriage is defined as a long term marriage. Durational alimony shall be awarded. Since the parties have been married for this amount of time, Husband shall be required to pay durational alimony for a period equal to twenty-five (25 years) in the amount of \$1,000.00 per month beginning June 1, 2024. Husband shall continue to pay this amount of support until June 1, 2049, or until the remarriage of Wife, or until death of either party. Husband shall pay Wife said amount by the first of every month. If Husband is ever more than three (3) days late on his support payment, Wife shall be entitled to obtain an income withholding order *ex parte* without notice to Husband.

4. **ATTORNEYS FEES AND COSTS:** Husband was previously ordered to pay Wife's attorney the amount of \$5,637.50. Thereafter, Wife has accrued an additional \$8,930.00 in attorney's fees, totaling \$14,567.50. Husband shall reimburse said amount to Wife's attorney's office within ninety (90) days of entry of this final judgment.

5. **RESERVATION OF JURISDICTION:** Except as to paragraph (1) above, this Court retains jurisdiction to enforce and/or modify the terms and conditions of this Default Final Judgment of Dissolution of Marriage. Each party intending to enforce and/or modify any terms herein shall notify the other party through service by a local sheriff's officer and/or licensed process server.

**DONE AND ORDERED** in chambers at Jacksonville, Duval County, Florida, this Wednesday, July 10, 2024.

16-2023-DR-002516-FMXX-MA 07/10/2024 08:42:39 AM



**MARK H. MAHON, CIRCUIT JUDGE**

Mark Mahon, Judge

16-2023-DR-002516-FMXX-MA 07/10/2024 08:42:39 AM

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