

IN THE CIRCUIT COURT OF THE  
FIFTEENTH JUDICIAL CIRCUIT IN AND  
FOR PALM BEACH COUNTY, FLORIDA  
CASE NO.: 50-2022-DR-007505-XXXX-NB  
FAMILY DIVISION: FH

IN RE: The Marriage of:  
JEANNIE MEDLEY PHILBECK,  
    Petitioner  
and  
JEFFREY SHANE PHILBECK,  
    Respondent.

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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 January 11, 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 and the respondent were self-represented, and appeared via video conference. 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. Petitioner requests that his/her former name of JEANNIE DIANE MEDLEY be restored.

**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 incorporated herein, but not merged. The parties shall obey all of its provisions.
- C. Petitioner's former name of JEANNIE DIANE MEDLEY is restored.
- D. The court reserves jurisdiction to modify and enforce this final judgment.

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



50-2022-DR-007505-XXXX-NB 01/11/2023  
Dina Kever-Agrama  
Circuit Judge

**COPIES TO:**

|                            |   |                             |
|----------------------------|---|-----------------------------|
| JEANNIE MEDLEY<br>PHILBECK | 8027 BIG PINE WAY<br>WEST PALM BEACH, FL<br>33407 | No E-mail Address Available |
| JEANNIE PHILBECK           | No Address Available                              | jeanniephilbeck@yahoo.com   |
| JEFFREY SHANE<br>PHILBECK  | 8027 BIG PINE WAY<br>RIVIERA BEACH, FL 33407      | No E-mail Address Available |

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

Case No.: **50 2022 DR 0075 05XXXX NB**  
Division: EH

In re: the Marriage of:

Jeannie Medley Philbeck  
Petitioner,

and

Jeffrey Shane Philbeck  
Respondent.

\*\*\*\*\*AMENDED\*\*\*\*\*

**MARITAL SETTLEMENT AGREEMENT FOR DISSOLUTION OF MARRIAGE  
WITH PROPERTY BUT NO DEPENDENT OR MINOR CHILD(REN)**

We, Jeannie Medley Philbeck as Petitioner and Jeffrey Shane Philbeck as Respondent being sworn, certify that the following statements are true:

1. We were married to each other on: 12/31/1988.
2. Because of irreconcilable differences in our marriage (no chance of staying together), we have made this agreement to settle once and for all what we owe to each other and what we can expect to receive from each other. Each of us states that nothing has been held back, that we have honestly included everything we could think of in listing our assets (everything we own and that is owed to us) and our debts (everything we owe), and that we believe the other has been open and honest in writing this agreement.
3. We have both filed a Family Law Financial Affidavit, Florida Family Law Rules of Procedure Form 12.902(b) or (c). Because we have voluntarily made full and fair disclosure to each other of all our assets and debts, we waive any further disclosure under rule 12.285, Florida Family Law Rules of Procedure.
4. Each of us agrees to execute and exchange any papers that might be needed to complete this agreement, including deeds, title certificates, etc.

**SECTION I. MARITAL ASSETS AND LIABILITIES**

**A. Division of Assets.** We divide our assets (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).

1. Petitioner shall receive as his own and Respondent shall have no further rights or responsibilities regarding these assets:

| <b>ASSETS: DESCRIPTION OF ITEM(S) PETITIONER SHALL RECEIVE</b><br>Please describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any title/deed/account described below is in one spouse's name, or in both spouses' names. | <b>Current Fair Market Value</b> |
|---|----------------------------------|
| Cash (on hand)  |                                  |
| Cash (in banks or credit unions)  |                                  |
| Pnc Other provision: already split account 50/50  |                                  |
| Stocks/Bonds  |                                  |
| Notes (money owed to you in writing)  |                                  |
| Money owed to you (not evidenced by a note)   |                                  |
| Real estate: (Home or Land) see next page   |                                  |

Florida Supreme Court Approved Family Law Form 12.902(f)(2), Marital Settlement Agreement for Dissolution of Marriage with Property but No Dependent or Minor Child(ren) (02/18)

| <b>ASSETS: DESCRIPTION OF ITEM(S) PETITIONER SHALL RECEIVE</b><br>Please describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any title/deed/account described below is in one spouse's name , or in both spouses' names. | <b>Current Fair Market Value</b> |
|--|----------------------------------|
| Jeannie to quit claim property at 8027 Big Pine Way Riviera Beach Fl to Jeffrey after receipt of \$100k from Jeffrey's 401k at Averitt Express   |                                  |
| Business interests   |                                  |
| Automobiles  |                                  |
| 2012 vw  | \$15000.00                       |
| Boats  |                                  |
| Other vehicles   |                                  |
| Retirement plans (Profit Sharing, Pension, IRA, 401(k)s, etc.)   |                                  |
| Vanguard 401k  | \$260000.00                      |
| Furniture & furnishings in home  |                                  |
| All household furnishings except for those given to Jeffrey from Jeannie   | \$20000.00                       |
| Furniture & furnishings elsewhere  |                                  |
| Jewelry  |                                  |
| Rings includes all rings & jewelry given to Jeannie from Jeffrey   | \$2000.00                        |
| Life insurance (cash surrender value)  |                                  |
| Sporting and entertainment (T.V., stereo, etc.) equipment  |                                  |
| Other assets   |                                  |
| <b>Total Assets to the Petitioner</b>  | <b>\$397,000</b>                 |

2. Respondent shall receive as his own and Petitioner shall have no further rights or responsibilities regarding these assets:

| <b>ASSETS: DESCRIPTION OF ITEM(S) RESPONDENT SHALL RECEIVE</b><br>Please describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any title/deed/account described below is in one spouse's name , or in both spouses' names. | <b>Current Fair Market Value</b> |
|--|----------------------------------|
| Cash (on hand)   |                                  |
| Cash (in banks or credit unions)   |                                  |
| Jeffrey to receive all interests in property at 8027 Big Pine Way Riviera Beach Fl in exchange for \$100k to be given to Jeannie from Jeffrey's 401k at Averitt Express  | \$350,000                        |
| Stocks/Bonds   |                                  |
| Various penny stock account  | \$350.00                         |
| Notes (money owed to you in writing)   |                                  |
| Money owed to you (not evidenced by a note)  |                                  |
| Real estate: (Home or Land) see above  |                                  |
| Business interests   |                                  |
| Automobiles  |                                  |

Florida Supreme Court Approved Family Law Form 12.902(f)(2), Marital Settlement Agreement for Dissolution of Marriage with Property but No Dependent or Minor Child(ren) (02/18)

| <b>ASSETS: DESCRIPTION OF ITEM(S) RESPONDENT SHALL RECEIVE</b><br>Please describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any title/deed/account described below is in one spouse's name, or in both spouses' names. | <b>Current Fair Market Value</b> |
|---|----------------------------------|
| Boats   |                                  |
| Other vehicles 2023 Mazda purchased by Jeffrey after Separation   |                                  |
| Retirement plans (Profit Sharing, Pension, IRA, 401(k)s, etc.)  |                                  |
| Averitt express 401k Jeannie to receive \$100k from this account  | \$430000.00                      |
| Furniture & furnishings in home   |                                  |
| Echelon bike  | \$1000.00                        |
| Furniture & furnishings elsewhere   |                                  |
| Jewelry   |                                  |
| Life insurance (cash surrender value)   |                                  |
| Sporting and entertainment (T.V., stereo, etc.) equipment   |                                  |
| Other assets  |                                  |
| <b>Total Assets to the Respondent</b>   | <b>\$781,350</b>                 |

**B. Division of Liabilities/Debts.** We divide our liabilities (everything we owe) as follows:

1. Petitioner shall pay as his/her own the following and will not at any time ask Respondent to pay these debts/bills:

| <b>LIABILITIES: DESCRIPTION OF DEBT(S) TO BE PAID BY PETITIONER</b><br>Please describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any mortgage, note or account described below is in one spouse's name, or in both spouses' names. | <b>Monthly Payment</b> | <b>Current Amount Owed</b> |
|---|------------------------|----------------------------|
| Mortgages on real estate: (Home or Other )  |                        |                            |
| net-responsible for any mortgages on property located at 8027 Big Pine Way Riviera Beach Fl   |                        |                            |
| Charge/credit card accounts   |                        |                            |
| Auto loan   |                        |                            |
| None. related to: 2012 vw. Other provision: none  | \$0.00                 | \$0.00                     |
| Bank/credit union loans   |                        |                            |
| Money you owe (not evidenced by a note)   |                        |                            |
| Judgments   |                        |                            |
| Other   |                        |                            |
| None. related to: All household furnishings. Other provision: none  | \$0.00                 | \$0.00                     |
| None. related to: Rings. Other provision: none  | \$0.00                 | \$0.00                     |
| None. related to: Vanguard 401k. Other provision: none  | \$0.00                 | \$0.00                     |

| <b>LIABILITIES: DESCRIPTION OF DEBT(S) TO BE PAID BY PETITIONER</b><br>Please describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any mortgage, note or account described below is in one spouse's name, or in both spouses' names. | <b>Monthly Payment</b> | <b>Current Amount Owed</b> |
|---|------------------------|----------------------------|
| <b>Total Debts to Be Paid by Petitioner</b>   | none                   | none                       |

2. Respondent shall pay as his/her own the following and will not at any time ask Petitioner to pay these debts/bills:

| <b>LIABILITIES: DESCRIPTION OF DEBT(S) TO BE PAID BY RESPONDENT</b><br>Please describe each item as clearly as possible. You do not need to list account numbers. Where applicable, include whether the name on any mortgage, note or account described below is in one spouse's name, or in both spouses' names. | <b>Monthly Payment</b> | <b>Current Amount Owed</b> |
|---|------------------------|----------------------------|
| Mortgages on real estate: (Home or Other) Truist Mortgage #3004065565   | \$1900                 | \$161,800 approx           |
| Charge/credit card accounts   |                        |                            |
| Auto loan   |                        |                            |
| Turtle Cay HOA dues-monthly (including any future increases)  | \$229                  | n/a                        |
| Bank/credit union loans   |                        |                            |
| Money you owe (not evidenced by a note)   |                        |                            |
| Judgments   |                        |                            |
| Other Newly opened HELOC with Space Coast CU (in Jeffrey's name only)   |                        | \$100,000 limit            |
| None. related to: Echelon bike. Other provision: none   | \$0.00                 | \$0.00                     |
| None. related to: Various penny stock account. Other provision: none  | \$0.00                 | \$0.00                     |
| None. related to: Averitt express 401k. Other provision: none   | \$0.00                 | \$0.00                     |
| <b>Total Debts to Be Paid by Respondent</b>   | <b>\$2,129</b>         | <b>\$261,800</b>           |

C. Contingent Assets and Liabilities (listed in Section III of our Family Law Financial Affidavits) will be divided as follows:

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D. Beneficiary Designation (Complete only if beneficiary designations continue after entry of Final Judgment of Dissolution of Marriage.)

The Petitioner and the Respondent agree that the designation providing for the payment or transfer at death of an interest in the assets set forth below to or for the benefit of the deceased party's former spouse SHALL NOT BE VOID as of the date of entry of the Final Judgment of Dissolution of Marriage.

The Final Judgment of Dissolution of Marriage shall provide that the designations set forth below remain in full force and effect:

1. \_\_\_\_\_ The \_\_\_\_\_ Respondent \_\_\_\_\_ Petitioner shall acquire or maintain the following assets for the benefit of the other spouse or child(ren) to be paid upon his/her death outright or in trust. This provision only applies if other assets fulfilling such requirement for the benefit of the other spouse or child(ren) do not exist upon his/her death and unless precluded by statute. *{Describe the assets with specificity}*

2. \_\_\_\_\_ The \_\_\_\_\_ Respondent \_\_\_\_\_ Petitioner shall not unilaterally terminate or modify the ownership of the following assets, or their disposition upon his/her death. *{Describe the assets with specificity}*:

**SECTION II. SPOUSAL SUPPORT (ALIMONY)** (If you have not agreed on this matter, write n/a on the lines provided.)

Each of us forever gives up any right to spousal support (alimony) that we may have.

**SECTION III. OTHER**

A. Both parties agree to leave their names unchanged.

B. Petitioner and Respondent agree to split equally any additional tax, penalties, interest, and other expenses and refunds that may result from income tax audits for returns filed during the years of marriage.

C. Petitioner and Respondent agree that they will file their next tax return as follows: separately.

D. Filing fee will pay as follows: Jeannie Medley Philbeck

E. Other provisions related to pets: Jeannie has custody of ziggy.

F. From the date of this Agreement the Petitioner and the Respondent may continue to live separate and apart from one another

G. Petitioner and Respondent agree to respect each other as co-parents and for each of them to have an active role in providing a moral, social, economic and educational environment for the Children.

H. Petitioner and Respondent will advise the other parent where the Children can be reached in the event of emergency. Neither party shall refuse nor neglect to inform the other of his/her address and phone number while the Children are in his/her care.

I. The parties have divided to their satisfaction any and all personal property brought to or acquired by either of them during their marriage. Neither the Petitioner nor the Respondent shall, after the date of this Agreement, make any claim or request, or bring any action against the other regarding any personal property acquired by either of them from the time of their marriage to the date of this Agreement, or in the future.

J. Except as to any claims provided in this Agreement, after the date of this Agreement, the Petitioner and the Respondent each expressly waives all right to take against the last will or the estate of the other party or to serve as executor or administrator of the estate of the other party unless expressly provided by will or codicil of the other party.

K. The Petitioner and the Respondent shall each have the right to dispose of his or his/her property at will, or otherwise, in such manner as each may in his or his/her discretion decide to be proper; and neither will claim any interest in the estate of the other except to enforce any obligation imposed by this Agreement.

L. The Petitioner and the Respondent agree that each will be solely responsible for all debts individually held in their names.

M. The Petitioner and the Respondent agree to accept the provisions set forth in this Agreement in full satisfaction and discharge of all claims, past, present and future, which either party may have against the other, and which in any way arise out of the marital relationship.

N. The parties will be responsible for securing their own car insurance before 6/10/2023 when current joint policy expires

O. Both parties agree that Petitioner waives all rights to Respondent's inheritance.

P. Both parties agree that Respondent waives all rights to Petitioner's inheritance.

**SECTION IV. We have not agreed on the following issues:**

None.

SEE ADD'TL PAGE OF SECTION III OTHER ITEMS

SECTION III. OTHER-----ADDITIONAL

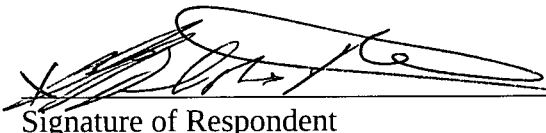
Q-The Respondent agrees to continuously retain medical / vision / dental insurance for the Petitioner until she is gainfully re-employed and able to obtain coverage on her own. It should be noted that the Petitioner has been insured under the Respondent's plan through is job since he began working at his current employer for 28+ years.

R-The Petitioner requests to be known by the following former legal name which was Jeannie Diane Medley



I certify that I have been open and honest in entering this settlement agreement revision. I am satisfied with this agreement and intend to bound by it.

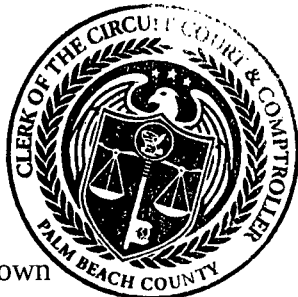
Dated: 12/19/2022



Signature of Respondent  
Printed Name: Jeffrey Shane Philbeck  
Address: 8027 Big Pine Way  
Riviera Beach Fl 33407  
United States  
Telephone: 704-813-6357  
Email: jeffphilbeck1@gmail.com

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Sworn to and subscribed before me of physical presence this 19th day of December, 2022 by JEFFREY SHANE PHILBECK, who signed with a mark in the presence of these witness:



Jessica Montero  
NOTARY PUBLIC or DEPUTY CLERK

Jessica Montero  
(Print, type or stamp commissioned name of notary or clerk)

Personally known

Produced identification

Type of identification produced FL / CDL

IF A NON-LAWYER HELPED YOU FILL OUT THIS FORM, HE/SHE MUST FILL IN THE BLANKS BELOW:

(fill in all blanks/This form was prepared for the: (choose only one) ( )Petitioner ( )Respondent

This form was completed with the assistance of:

(name of individual) \_\_\_\_\_

(name of business) \_\_\_\_\_

(address) \_\_\_\_\_

(city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_

(telephone number) \_\_\_\_\_

I certify that I have been open and honest in entering this settlement agreement revision. I am satisfied with this agreement and intend to bound by it.

Dated: 12/19/2022

Jeannie Medley Philbeck  
Signature of Petitioner

Printed Name: Jeannie Medley Philbeck

Address: 8027 Big Pine Way  
Riviera Beach Fl 33407  
United States

Telephone: 704-829-5959

Email: jeanniephilbeck@yahoo.com

STATE OF FLORIDA  
COUNTY OF PALM BEACH

Sworn to and subscribed before me of physical presence this 19th day of December, 2022 by  
JEANNIE MEDLEY PHILBECK, who signed with a mark in the presence of these witness:



Jessica Montew  
NOTARY PUBLIC or DEPUTY CLERK

Jessica Montew  
(Print, type or stamp commissioned name of notary or clerk)

Personally known

Produced identification

Type of identification produced FLID

IF A NON-LAWYER HELPED YOU FILL OUT THIS FORM, HE/SHE MUST FILL IN THE BLANKS BELOW:

(fill in all blanks/This form was prepared for the: (choose only one) ( )Petitioner ( )Respondent

This form was completed with the assistance of:

(name of individual) \_\_\_\_\_

(name of business) \_\_\_\_\_

(address) \_\_\_\_\_

(city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_

(telephone number) \_\_\_\_\_