IN THE CIRCUIT COURT FOR THE THIRTEENTH JUDICIAL CIRCUIT IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA

In re the Marriage of: Case No.: 2018-DR-15416

ISRAEL GOMEZ DUARTE,
Husband,
And
JUANITA GOMEZ
Wife.
_____/

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS MATTER having come before the Court pursuant to the **WIFE, JUANITA GOMEZ,** and the **HUSBAND, ISRAEL GOMEZ DUARTE,** (hereinafter referred to as "the Parties") Marital Settlement Agreement, the Court finding the Parties have entered into a valid and binding Marital Settlement Agreement and the Court having reviewed the file and being otherwise duly advised in the premises, hereby **FINDS AS FOLLOWS**:

1. This Court has jurisdiction over the subject matter and the Parties, and;

2. The Parties have been residents of the State of Florida for more than six (6) months immediately before the filing of the Petition for Dissolution of Marriage, and;

3. The Parties were married to each other on April 11, 1980 in Hidalgo County, Texas and;

4. The Parties' marriage is irretrievably broken, and;

5. There were five (5) children born of the union, however only one child was a minor child at the time this matter was initiated. That child, Frances S. Gomez, reached the age of majority in March 2019, no other children are in the process of being adopted, and no children are expected, and;

6. The Wife wishes to retain her married name, and;

7. The Parties have had the opportunity to be represented by or consult with attorneys of their own choosing in the negotiation and preparation of this Agreement. The Wife has been represented by Stacy D. Perez, Esq., and the Husband has been represented by B. Maria Carrubba-Fuentes, Esq, Bay Area Legal Services, Inc.

8. The Parties wish to dissolve their marriage, and settle their respective marital property rights and obligations, both real and personal, that each may have by virtue of their marriage or otherwise, by a Mediated Settlement Agreement. The Parties attended Mediation on October 15, 2019 and reached an agreement;

9. The Parties' Mediated Settlement Agreement is attached hereto, and;

10. The Parties entered into the Mediated Settlement Agreement freely and voluntarily, and;

11. The Parties' Mediated Settlement Agreement is valid and fully enforceable, and;

IT IS THEREFORE, **ORDERED AND ADJUDGED** AS FOLLOWS:

A. The Marriage between the Parties is hereby **DISSOLVED**.

B. The Parties have entered into a Mediated Settlement Agreement which is attached hereto and the same is hereby ratified, approved, and incorporated into and made a part of this Final Judgment as if set forth fully herein. The Parties shall abide by all terms and conditions set forth in the attached Mediated Settlement Agreement.

C. **CHILD SUPPORT**: The Wife shall pay $1,346.68, the amount determined to be her child support obligation for the period of time from July 2018 (the date of separation) through May 2019 (the date the minor child graduated high school), directly to their child, Francis S. Gomez, who attained the age of majority in March 2019, from the Wife's proceeds at the time the marital residence is sold, or the Wife opts to purchase the former marital residence, at the time she pays the Husband his equity share.

D. **NAME RESTORATION:** Wife shall retain her married name.

E **ALIMONY**: Neither party is awarded alimony, now or in the future.

F. **EQUITABLE DISTRIBUTION:** The Parties shall distribute their assets and liabilities pursuant to the terms set forth in the Mediated Settlement Agreement. The terms of the Mediated Settlement Agreement are hereby ratified, approved and incorporated into and made a part of this Final Judgment as if set forth fully herein.

G. **ATTORNEY'S FEES AND COSTS**: Each Party shall be individually responsible for any attorney's fees and costs associated with this dissolution of marriage.

H. **RESERVATION OF JURISDICTION:** The Court hereby reserves jurisdiction for purposes of interpreting, enforcing and modifying this Final Judgment and the Parties' incorporated Mediated Settlement Agreement as provided by Florida law and to enter any other orders necessary to carry out the terms of this Final Judgment and the parties' Mediated Settlement Agreement.

DONE AND ORDERED, in Tampa, Hillsborough County, Florida on this ____ day of _____, 2020.

Electronically Conformed 2/19/2020
Jennifer Gabbard
The Honorable Jennifer X. Gabbard,
Circuit Court Judge

Copies Furnished To:
Stacy D. Perez, Esq., counsel for Wife
B. Maria Carrubba-Fuentes, Esq., counsel for Husband
Israel Gomez Duarte, Petitioner/Husband
Juanita Gomez, Respondent/Wife

IN THE CIRCUIT COURT FOR THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA

In re the Marriage of: Case No.: 2018-DR-15416

ISRAEL GOMEZ DUARTE,
Husband
And
JUANITA GOMEZ
Wife.
_____/

FULL MEDIATION AGREEMENT

THIS AGREEMENT is made in Hillsborough County, Florida, between, **JUANITA GOMEZ** hereinafter referred to as the "Wife" and **ISRAEL GOMEZ DUARTE,** hereinafter referred to as the "Husband" and collectively referred to as the "Parties."

W-1-T-N-E-S-S-E-T-H:

WHEREAS, there were five (5) children born of the union, however only one child was a minor child at the time this matter was initiated. That child, F.S.G., reached the age of majority in March 2019, no other children are in the process of being adopted, and no children are expected;

WHEREAS, the Parties of said cause, being desirous of avoiding lengthy and extensive litigation insofar as the same relates to the matters at issue, have entered into this Full Mediation Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants, promises and undertakings herein contained, and for other good and valuable consideration,

receipt of which is hereby acknowledged between the Parties, and said Parties have agreed and do hereby agree as follows:

A. EQUITABLE DISTRIBUTION:

a. **Martial Home:** The Parties agree that they shall sell the marital home, located at 906 6th Street SE, Ruskin, Florida 33570. The parties agree to the following terms regarding the property's sale:

i. The proceeds of the sale shall be equally shared between the parties as they are each entitled to half the equity of the home.

ii. There is a mortgage on the property and the parties agree that the mortgage shall be paid off out of the total sale profits. After the mortgage balance is paid in full, then the parties shall equally share any remaining profit after any realtor fees, closing costs, or any other expenses relating to the sale are paid.

iii. The Wife shall be responsible for all aspects of the sale of the home.

iv. The Wife agrees to retain a licensed real estate agent who is familiar with the area in which the home is located.

v. The parties agree that the Century 21 agent who previously listed the home will not be retained to sale the property.

vi. With the exception of the agent mentioned in the above section, the Wife may choose any realtor to facilitate the sale.

vii. The parties agree that the home shall be listed and sold for fair market value as determined by a real estate professional.

viii. The Parties agree to fully cooperate with the real estate agent in any way they require including lowering the sale price if deemed necessary in order to facilitate a sale.

ix. The Husband agrees to maintain the property for normal wear and tear and keep it in its present condition.

x. The Parties agree to cooperate with the real estate agent when the property is shown to prospective buyers, communication with the real estate agent, and signing any documents needed to effectuate the sale.

xi. Husband's attorney may review the contract between the real estate agent and the parties prior to the Husband signing any necessary paperwork.

xii. The Husband's attorney will review the contract for sale.

xiii. The parties agree the Wife has the first right of refusal to purchase the property at the fair market value as determined by the real estate professional. Wife shall determine if she is able to finance the purchase within sixty (60) days of the date of this agreement. Nothing in this section shall be construed to invalidate the Wife's entitlement to half the equity in the home. If she should purchase the home, she would do so by paying to the Husband half the of the home's equity; the price as established for the sale of the home will be used to determine the equity in the marital residence. The property will be listed for sale during the sixty (60) day period.

xiv. The marital residence is subject to a mortgage that is deferred for thirty (30) years so long as the parties reside in the home. If the Wife opts to purchase the home, if she does ultimately sell the home before the end of the thirty (30) year deferral period, she will be responsible to pay for the balance of the entire mortgage from the proceeds of the sale.

b. **Insurance Policies:** The Wife shall keep any insurance policies in her name.

c. **Retirement Accounts:** Wife is in possession of a 401(k) account through her employer. The parties agree to split the funds in the account as they were as of the date of separation which was July 1, 2018. Should the account require a Qualified Domestic Relations Order (QDRO) before

the account can be split, the parties agree to equally share in the cost of obtaining such order. The parties agree that the account is not to be split until the final sale of the martial home, or if the home is purchased by the Wife within the sixty (60) day period, at that time the parties will split the cost of obtaining the Order.

d. **Personal Property:** The parties agree that some of the Wife's personal property items are located within the martial home. The Parties further agree that the Wife may take possession of those items prior to the final sale of the martial home.

e. **Vehicles:** The parties shall retain ownership of the vehicles currently in their possession, and insure their own vehicles in their own names, free form any claim of the other party.

f. **Liabilities/Debts:** The parties agree that other than the mortgage on the martial home, there are no joint liabilities or debts. Each party shall be financially responsible for any individual debts/liabilities incurred in their own names.

B. CHILD SUPPORT: The parties agree that the Wife shall take one thousand three hundred and forty-six dollars and sixty-eight cents ($1,346.68) from her share of the martial home sale proceeds and give that amount to the youngest child, F.S.G., once the funds have been distributed to the parties. If the Wife opts to purchase the home, at that time she shall pay the child support amount above listed, to the minor child.

C. ALIMONY: Neither party is awarded alimony, now or in the future.

D. ATTORNEY FEES/COSTS: Each party is responsible for his/her own attorney fees and costs.

E. WITHOUT PREJUDICE: The parties agree that this Agreement is a full agreement and is without prejudice to either party.

F. RESERVATION OF JURISDICTION: The Hillsborough County Florida Circuit Court shall reserve jurisdiction for modification and enforcement of this

Agreement as provided herein and the Final Judgment entered in connection herewith.

G. REPRESENTATIONS: The Parties represent to each other that:

a. The Parties have had the opportunity to be represented by or consult with attorneys of their own choosing in the negotiation and preparation of this Agreement. The Wife has been represented by Stacy D. Perez, Esq., and the Husband has been represented by B. Maria Carrubba-Fuentes, Esq., Bay Area Legal Services, Inc. Each Party has carefully read each provision of this Agreement and is completely aware of its contents and its legal effect.

b. This Agreement has been mediated by mediator, O. Shobola, through the Mediation Department of the Thirteenth Judicial Circuit Court. The Agreement was drafted by attorney Stacy D. Perez, Esq., This Agreement should be interpreted fairly and simply and not strictly for or against either of the Parties. The rule of construction governing interpretation of contracts, construing ambiguities against the scrivener, or author, shall not be employed to interpret any ambiguities against the Husband or the Wife.

c. The Parties fully understand the facts as to their legal rights and obligations. Each is signing the Agreement freely and voluntarily, intending to be bound by it.

d. Each Party has given careful and mature thought to the making of this Agreement and is executing this Agreement knowingly, intelligently and free from any duress, coercion, mental or emotional distress or undue influence.

IN WITNESS WHEREOF, the Parties have set their respective hands and seals acknowledging that the provisions of this Agreement shall be binding on their respective heirs, next of kin, executors and administrators.

I have read this Agreement carefully and understand that it will affect my legal rights now and in the future. Further, by my signature, I do hereby acknowledge that I understand the contents herein and am willing to be bound by this Agreement.

DATED THIS 9 **DAY OF** Jan, 2020 ~~2019~~, by the Wife.

Witness as to the Wife

Juanita Gomez, Wife

Stacy D. Perez, Esq., counsel for Wife

I have read this Agreement carefully and understand that it will affect my legal rights now and in the future. Further, by my signature, I do hereby acknowledge that I understand the contents herein and am willing to be bound by this Agreement.

DATED THIS 23rd **DAY OF** December, **2019**, by the Husband

Witness as to the Husband

Israel Gomez Durate, Husband

B. Maria Carrubba-Fuentes, Esq.,
counsel for Husband