

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT, IN AND FOR
LEE COUNTY, FLORIDA
CIVIL ACTION

IN RE: THE MARRIAGE OF:

Steven R. Imbody,
Petitioner/Husband,
and

CASE NUMBER: 17-DR-706
Judge: John S. Carlin

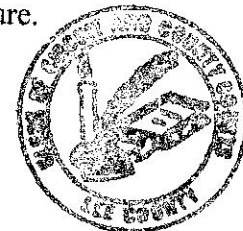
Inessa Imbody,
Respondent/Wife.

**FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE
AND ORDER ADOPTING REPORT OF MAGISTRATE**

THIS CAUSE was heard on the Magistrate's Amended Report and Recommended Final Judgment of Dissolution of Marriage dated May 2, 2019, and the undersigned Circuit Court Judge having considered the findings and recommendations therein, and being advised that no exceptions to the report have been filed within the period provided by Fla.Fam.L.R.P. 12.490(f), or that timely exceptions were filed but subsequently denied by the court,

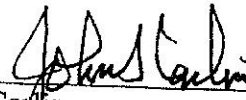
IT IS ORDERED AND ADJUDGED:

1. The Amended Report and Recommended Final Judgment of Dissolution of Marriage dated May 2, 2019, is ratified, approved, and incorporated in this Final Judgment as if fully set forth herein.
2. The parties are ordered to comply with all the findings and recommendations contained in the Magistrate's Report and Recommended Final Judgment of Dissolution of Marriage, the original of which was previously filed with the court, and the Court adopts every recommendation contained in it as this Court's Order.
3. The marriage between the parties is dissolved because it is irretrievably broken.
4. Each party shall execute and deliver to the other party any documents necessary to accomplish the intention of this Final Judgment and shall do all things necessary to this end. If either party fails to comply with the provisions of this paragraph, this Final Judgment shall constitute an actual grant, assignment and conveyance of the property and rights to the property in such manner and with such force and effect as shall be necessary to effectuate the terms of this Judgment pursuant to Florida Statute 61.075(4) and Rule 1.570(d) of the Florida Rules of Civil Procedure.



5. The court reserves jurisdiction to enforce the provisions of this Final Judgment and the provisions of the Magistrate's Report and Recommended Final Judgment of Dissolution of Marriage referenced above.

DONE AND ORDERED at Fort Myers, Lee County, Florida this 22 day of July, 2019.



John S. Carlin
Circuit Court Judge

Conformed copies furnished to:
Steven R. Imbody, 8540 Southwind Bay Circle, Fort Myers, FL 33908
Kenneth R Turner, Jr., Esq., PO Box 8661, Naples, FL 34102
Magistrate Bernard T. King

Dated: July 22, 2019



Joanne S. Patton
Judicial Assistant

I certify this document to be
a true and correct copy of the
record on file in my office,
Linda Doggett, Clerk Circuit/
County Court, Lee County, FL

Dated: 07/21/2019
By: 

Deputy Clerk



2. **Subject Matter Jurisdiction.** The Court has jurisdiction over the subject matter of the dissolution of marriage proceeding. The Petitioner has been a resident of the State of Florida continuously for 6 months prior to the filing of the Petition for Dissolution of Marriage in this case, pursuant to the Florida driver license which was filed in this case on February 17, 2017.
3. The Court has jurisdiction over the parties.
 - a. The Wife was present in the courtroom represented by Kenneth Turner Jr. Esq.
 - b. The Husband was present in the courtroom and represented pro se.

MILITARY SERVICE

4. Neither party is currently a member of any branch of the United States Armed Services nor were they 30 days prior to the filing of the Petition for Dissolution of Marriage.

JUDGMENT OF DISSOLUTION

5. The parties were married on February 6, 1998. The parties separated on December 19, 2018. The Petition for Dissolution of Marriage was filed February 17, 2017. Said Petition shall be GRANTED. Competent substantial evidence supports a determination that the marriage between the parties is irretrievably broken. Therefore, a judgment of divorce shall be entered, the marriage between the parties is dissolved and the parties are restored to the status of being single.

MINOR CHILDREN

6. There are no minor children and the Wife is not pregnant:

AGREEMENT OF THE PARTIES

7. At the onset of the trial, the parties advised the court that they had entered into an agreement which addressed all outstanding issues with the exception that there was no agreement concerning the Wife's request that the Husband designate the Wife as the beneficiary of the survivor's benefit for the Husband's pension. There was also no agreement as to the responsibility for any taxes owed for the joint 2018 tax return.
8. The following agreement was read into the record.
9. **Alimony.** The Parties agreed that the Husband shall pay the Wife permanent periodic alimony in the amount of \$2,200 per month. The alimony can be modified or terminated pursuant to statute. The Husband receives his pension through the Federal Government Civil Service Retirement System. The Wife's attorney will submit the necessary order directing the pension plan to pay the Wife the alimony directly.
10. **Health Insurance.** The Wife qualifies for continuation of health benefits through the Husband's former employer. Each party will sign whatever documents are necessary to

facilitate the continuation of the Wife's health care coverage. The Wife shall be responsible for payment of the insurance premiums and costs associated with the coverage.

11. **Equitable Distribution.** The Husband is currently in Chapter 13 bankruptcy. The parties sold the marital home in December 2018 and each has received their respective benefits from that sale. The parties agreed that each shall keep the property in their name and possession. Each party will be responsible for any liabilities in their name. There is one exception the Wife has a Nissan Altima. The Wife is on the title but the Husband is on the note. The parties agree that the Wife shall be responsible for making the monthly payment on the note and she will hold the Husband harmless on the same. The Wife will make reasonable efforts to refinance the note on the vehicle to remove the Husband from liability.
12. **Temporary Injunction on Husband's Assets:** The temporary injunction entered with regard the Husband's assets shall be dismissed as of the entry of the Final Judgment of Dissolution.
13. The parties both testified that they understood the agreement and had an opportunity to have their attorneys answer any questions they might have. They intend to be bound by the agreement and request that the Court adopt the agreement. The parties entered into the agreement freely and voluntarily. The agreement as enumerated herein is adopted by the Court.
14. **Pension Survivor Benefit.** The Wife is requesting that the Husband be required to name her as the sole beneficiary of the Husband's pension survivor benefit. The Husband is requesting that she be awarded 50% of the survivor benefit because he plans on remarrying and wants to have something to leave to his future spouse.
15. The Husband's pension pays \$82,000 per year gross (\$6,833 per month). The survivor benefit is 50% of the Husband's benefit (\$3,416.50 per month). The Husband testified that this benefit can be apportioned.
16. The Husband is 72 years old. The Wife is 54 years old. The Wife is currently able to work to assist in her support. She earns \$13 per hour and works full time. However, the Wife has been diagnosed with cancer and she is concerned that this may limit her ability to work in the future. The parties have limited savings and the Wife will eventually receive approximately \$600 - \$700 per month in social security.
17. "We have held that a life insurance or other security requirement is only appropriate where "special circumstances" are shown to exist. See *Pinion v. Pinion*, 818 So.2d 557, 557 (Fla. 2d DCA 2002) ("In the absence of special circumstances, a spouse cannot be required to maintain life insurance for the purposes of securing alimony obligations.") (citations omitted); *Solomon v. Solomon*, 28 Fla. L. Weekly D1960, D1961, 2003 WL 21990208 (Fla. 2d DCA 2003); *Cozier v. Cozier*, 819 So.2d 834, 837 (Fla. 2d DCA 2002). The statute does not contemplate that a requirement for life insurance or other security will be standard and customary in dissolution proceedings whenever periodic alimony is awarded. The presence of special circumstances is thus required to establish

that the provision of life insurance or other security is “necessary to protect [the] award of alimony” under section 61.08(3). See also *Lapham v. Lapham*, 778 So.2d 487, 489 (Fla. 5th DCA 2001) (stating that life insurance requirement or other security “is not required or automatic ... [but] ‘it is [instead] justified only if there is a demonstrated need to protect the alimony recipient’ ”) (citation omitted). Such special circumstances are present when the receiving spouse is faced with being plunged into “dire economic straits upon the untimely death of [the paying spouse].” *Baker v. Baker*, 763 So.2d 493, 495 (Fla. 4th DCA 2000) (citing *Richardson*, 722 So.2d at 281, and *Sasnett*, 679 So.2d at 1268-69); see also *Forgione v. Forgione*, 845 So.2d 968, 970 (Fla. 4th DCA 2003) (holding that where wife “was of limited employability,” had few assets, and “husband was scheduled for open[-]heart surgery ... the wife demonstrated a special circumstance to require the husband to maintain life insurance on her behalf”).” *Ruberg v. Ruberg*, 858 So 2d 1147 (Fla 2nd DCA 2003).

18. “Furthermore, there must be “special circumstances” that support the requirement that an alimony award be secured by insurance. *Solomon v. Solomon*, 861 So.2d 1218, 1221 (Fla. 2d DCA 2003); *Ruberg v. Ruberg*, 858 So.2d 1147, 1156–57 (Fla. 2d DCA 2003). Such special circumstances include a spouse potentially left in dire financial straits after the death of the obligor spouse due to age, ill health and/or lack of employment skills, obligor spouse in poor health, minors living at home, supported spouse with limited earning capacity, obligor spouse in arrears on support obligations, and cases where the obligor spouse agreed on the record to secure an award with a life insurance policy.” *Richardson v. Richardson*, 900 So.2d 656 (Fla 2nd DCA 2005).
19. “A final judgment that requires life insurance as security must specify how the proceeds are to be paid upon the obligor spouse's death—whether the life insurance is security for unpaid support obligations that might encumber only a portion of the proceeds, or whether all of the proceeds will go to the payee spouse to minimize economic harm to the family. *Smith*, 912 So.2d at 705; *Richardson*, 900 So.2d at 661 (citing *Kearley v. Kearley*, 745 So.2d 987, 988–89 (Fla. 2d DCA 1999)). In this case, the final judgment satisfies this requirement by stating specifically that the life insurance provision is to secure alimony. It does not direct the Husband to make the Wife the beneficiary for more than the amount of any alimony arrearages he owes upon his death.” *Massam v. Massam*, 993 So.2d 1022 (Fla. 2nd DCA 2008)
20. Based on the above findings and case law the court finds that special circumstances exist justifying the securing the Wife’s alimony through to a portion of the Husband’s pension survivor benefit. The parties agreed that the Wife needs \$2,200 per month in alimony. This means that the Wife requires 64% of the survivor benefit to meet her needs. Awarding her in excess of this amount would be an upward modification of alimony upon the Husband’s death. The Wife is therefore awarded 64% of the pension survivor benefit.
21. The parties will each sign whatever documents are necessary to effectuate this division. The Wife’s counsel will prepare whatever orders are necessary to effectuate the division of the survivor benefit.

22. **2018 Income Taxes.** The parties submitted a joint 2018 Federal tax return. They expect to owe taxes of approximately \$3,200. The income that created this tax liability was used by the parties to support themselves and pay for marital expenses including the home that the parties resided in together until December 2018. Each party will be responsible for one-half of any taxes owed from the 2018 tax return.

FINALIZATION OF THIS JUDGMENT

Within fifteen (15) days from the date that this Recommended Final Judgment is sent to persons set forth below, either party may file an exception to this Recommended Final Judgment pursuant to Rule 12.490 of the *Florida Family Law Rules* and the procedures set forth in said Rule. The 15 days includes a 10 day period allowed for parties to file such exceptions and a 5-day-mail period. After 15 days, the Circuit Court will execute an Order Adopting this Recommended Final Judgment and said Judgment shall be final at that time. **The marriage of the parties is not dissolved until the Order Adopting has been signed by the Circuit Court Judge.** If an Exception is filed, the party filing the Exception will be responsible for paying a court reporter to have a transcript of the proceeding before the Magistrate prepared for filing with the Court.

RESERVATION OF JURISDICTION

The Court reserves jurisdiction to modify and/or enforce this Final Judgment.

DATED at Fort Myers, Lee County, Florida, this ~~15th~~ day of April, 2019.

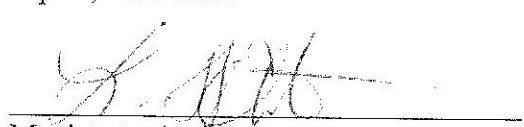
BY: 

Honorable Bernard T. King
Magistrate Twentieth Judicial Circuit

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been provided this 17 day of April, 2019, to the following:

Steven R. Imbody, 8540 Southwind Bay Circle, Fort Myers, FL 33908
Kenneth R Turner, Jr., Esq., PO Box 8661, Naples, FL 34102


Magistrate Assistant