

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

IN RE: GUARDIANSHIP OF:

PROBATE DIVISION

MIKE WILKIN WILKERSON

CASE NO: 502015GA000444XXXXMB

a/k/a:

ERIK WILK WILKERSON,
ERIK WILKIN WILKERSON,
ERIK WILKEN WILKERSON,
ELMER WILK WILKERSON,
ELMER WILK WILKERSON, JR.,
ERIK WILK, ERIK NODEN,
ERIK WILKIN, CAPTAIN ERIK WILK,

Incapacitated Person

_____ /

MEDIATED SETTLEMENT AGREEMENT

This Mediated Settlement Agreement (“Agreement”) is made this _____ day of February, 2016, by and among the following Parties and signatories:

Parties

Simone Gangster, as Guardian of the Person and Property of Mike Wilk Wilkerson (“Ms. Gangster”); Lawrence U. Dolt, Esq., as Court Appointed Counsel for Mike Wilk Wilkerson (“Mr. Dolt”); John Wilkerson (“John”); and Gordon Wilkerson (“Gordon”) (collectively the “*Parties.*”)

Porter, Lubitz & O’Connell, as Attorneys for Ms. Gangster, (“Porter”); Smyth, Jones & Johnson, P.A. as Attorneys for Gordon Wilkerson (“Smyth”); Squire Patton Boggs (US), LLP, as Attorneys for John Wilkerson (“Squire”); Clark Skatoff, P.A., as Attorney for Elogene Golddigger (“Clark”); Little Reid, L.L.P., as Attorney for Carla Wilkerson, (“Little”) (collectively the “*Attorney Parties*”).

Elogene Golddigger (“Elogene”) and Carla Wilkerson (“Carla”) (collectively the “*Limited Parties*”).

NOW, THEREFORE in consideration of the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereto acknowledge and agree, it is further acknowledged and agreed by the Parties as follows:

1. Mediation was held on June 19, 2015 and January 21, 2016;

2. This Agreement is contingent upon acceptance or approval by the Probate Court presiding over the Estate of Bernice Charlotte Wilkerson, Case Number 502014CP00121MB IB (“Charlotte’s Estate”) and the Guardianship Court presiding over the Guardianship of Mike Wilk Wilkerson, Case Number 502016GA000444XXXXMB (“Mike’s Guardianship”).

3. The Parties, Attorney Parties and the Limited Parties wish to resolve all pending claims and causes of action pending among and between them in Mike’s Guardianship and in Charlotte’s Estate.

4. The Parties agree that the above recitals are true and correct. Upon analysis and reflection of their respective positions and having received independent advice, it is expressly acknowledged by the Parties hereto, and by each of them, that it is in their best interests to settle all claims which have or could have been asserted, and to ensure enforcement of all rights with respect to Mike’s Guardianship and Charlotte’s Estate.

Agreement

1. The Parties agree that fifty-percent (50%) of the net proceeds from the sale of Mike and Charlotte’s property located at 1 Garlic Avenue, Palm Beach, Florida 33480 (“Sale Proceeds”) are payable to Charlotte’s Estate, and that the other fifty-percent (50%) of the net proceeds are payable to Mike’s Guardianship. Currently, Mr. Dolt, as Court appointed counsel for Mike, holds in his IOTA trust account approximately \$990,000 remaining from the Seabass Sale Proceeds. The Parties agree that within five (5) days from the date of Court approval of this Agreement, Mr. Dolt shall make the following distributions from the Seabass Sale Proceeds being held in his trust account:

- a) \$300,000.00 to the law firm of Porter Lubitz & O’Connell;
- b) \$47,000.00 to Lawrence Dolt, Esq.;
- c) \$87,000.00 to Elogene Golddigger payable to Clark Skatoff Trust Account;
- d) \$25,000.00 to Simone Gangster;
- e) \$10,000.00 to David Brown, Esq.;
- f) \$154,254.34 to Smyth, Jones & Johnson, P.A.;
- g) \$15,000.00 to Squire Patton Boggs (US) LLP;
- h) \$50,000.00 to Little Reid, L.L.P.; and

The above payments shall satisfy, in full, all claims for legal fees and costs of all the Parties and their attorneys through the date of this Agreement.

The Seabass Sale Proceeds remaining in Mr. Dolt's trust account after the above payments are made shall be distributed to Simone Gangster, as Guardian of the Property of Mike Wilkerson.

2. The Parties understand and agree that a portion of Charlotte's Estate's interest in the Seabass Sale Proceeds are being loaned, interest free, to the Mike Guardianship to make certain of the payments identified in paragraph 1, above, subject to the terms and conditions of this Agreement. The Parties agree that Gordon and John, as intestate heirs of Charlotte's Estate, are each owed the sum of \$283,333.50 (for a total of \$566,667.00) from Mike's Guardianship, to be repaid from the assets of Mike's Guardianship, as provided for in this Agreement.

3. Simone Gangster, on behalf of Mike's Guardianship, shall immediately take all actions necessary to obtain the appropriate income tax refund from the Internal Revenue Service relating to the sale of the Seabass Property, and any such refund obtained shall be an asset of Mike's Guardianship.

4. The Parties agree to the appointment of Gordon as the sole Successor Personal Representative of Charlotte's Estate, without further notice. The Parties agree that Mike, Gordon and John are the sole intestate beneficiaries of Charlotte's Estate and that no Party will seek the admission of any purported Last Will and Testament of Bernice Charlotte Wilkerson to probate in any jurisdiction.

5. The Parties agree that the real property located at 1 Old School Rd., Boston, Massachusetts ("Schoolhouse Rd.") is an asset owned solely by Mike's Guardianship and shall be immediately listed for sale. Carla, and Gordon as Personal Representative of Charlotte's Estate, shall execute all documents necessary to vest fee simple title in Mike's Guardianship.

6. The net proceeds from the sale of the Schoolhouse Rd. property will be distributed to Simone Gangster, as Guardian of the Property, and Ms. Gangster shall deposit 100% of the sale proceeds into a money market account established in trust for John and Gordon, per stirpes (hereinafter referred to as "Schoolhouse Rd. Account"). The funds deposited into the Schoolhouse Rd. Account shall not be expended by Ms. Gangster unless, and until there are no other funds available to pay the expenses of the Guardianship.

7. Gordon, Charlotte's Estate and Mike's Guardianship own a total of 6 lots on White Road and Black Road in Nantucket, Massachusetts (the "Nantucket lots"). Gordon, Charlotte's Estate and Mike Guardianship shall transfer each of their lots to the Wilkerson Family, LLC, a Florida Limited Liability Company to be formed pursuant to the terms of this Agreement. The Wilkerson Family, LLC will be owned 1/3 by Gordon, 1/3 by Charlotte's Estate and 1/3 by Mike's Guardianship. Simone Gangster, in her capacity as Guardian of the Property, and Gordon shall serve as the initial Managing Members of the Wilkerson Family, LLC. Ms. Gangster shall cease serving as a Managing Member of the Wilkerson Family, LLC upon Mike's demise. In their capacity as Managing Members, Ms. Gangster and Gordon shall have the lots appraised and listed for sale at a price to be agreed upon by Ms. Gangster, Gordon and John.

8. The Parties agree that the net proceeds from the sale of the Nantucket lots shall be distributed 1/3 to Gordon, 1/3 to Charlotte's Estate and 1/3 to Mike, except that the 1/3 distribution to Mike shall be less the total sum of \$566,667.00 which amount the Parties agree shall be distributed equally to Gordon and John (\$283,333.50 each). In the event that Mike's 1/3 share of the net proceeds from the sale of the Nantucket lots totals less than \$566,667.00, Simone Gangster, as Guardian of the property, shall immediately pay the difference between \$566,667.00 and the amount actually paid equally to Gordon and John, **minus the expenses of the guardianship administration due and owing at the time of the sale**, from the assets of Mike's Guardianship so that John and Gordon receive a total of \$566,667.00 from Mike's Guardianship.

9. Upon Court approval of this Settlement Agreement, the Parties will voluntarily withdraw or dismiss all pending adversary and/or pending civil action(s), including as follows:

- (a) *Carla Wilkerson v. Mike Wilkin Wilkerson*, 15th Judicial Circuit, Palm Beach County, Florida Case No. 502016GA00444XXXXMB IB (re: Declaratory judgment for proceeds from sale of 151 Seabass);
- (b) *Simone Gangster, as Guardian of Mike Wilkin Wilkerson v. Carla Wilkerson*, 15th Judicial Circuit, Palm Beach County, Florida Case No. 502013CP004111XXXXMB (re: Unjust enrichment);
- (c) *Simone Gangster v. Carla Wilkerson*, 15th Judicial Circuit, Palm Beach County, Florida Case No. 502011003434XXXXNB IH (re: Petition to Revoke Probate re: Bernice C. Wilkerson);
- (d) *Simone Gangster, etc. v. Carla Wilkerson, as Personal Representative of the Estate of Bernice C. Wilkerson*, 15th Judicial Circuit, Palm Beach County, Florida Case No. 502017CP004121XXXXMB IB (re: unjust enrichment); and
- (e) *Simone Gangster, as Guardian of the Person and Property of: MIKE WILKIN WILKERSON v. Elogene Golddigger*, 15th Judicial Circuit, Palm Beach County, Florida Case No. 502016DR000444XXXXSB (re: Annulment) (NOTE: Transferred on 4/13/15 to 5020130000434XXXXMB).

Releases

The following Releases shall become effective upon Court approval of this Agreement:

10. **General Release by All Parties.** In consideration of the promises and other consideration set forth in this Agreement, the Parties, in any and all capacities, on their own behalf and on behalf of their successors, assigns, heirs, agents, employees, attorneys, executors, representatives, and others claiming through or under them, do hereby release, acquit, and forever discharge all other Parties, in any and all capacities, and its officers, directors, employees

and agents, and all other Parties, in all capacities and their successors, assigns, heirs, agents, employees, attorneys, executors, representatives, and others claiming through or under them, and their respective counsel, of and from any and all claims, rights, sums of money, contracts, agreements, promises, covenants, causes of action, including but not limited to negligence, tort, contract, breach of duty, and all other causes of action, suits, damages, debts, obligations, losses, expenses and liabilities of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, that they have, have had, or may hereafter have, or which their personal representatives, administrators, executors, heirs, assigns, or other successor parties hereafter may have, by reason of any and all matters, causes, acts, omissions, or things whatsoever, from the beginning of time until the date of this Agreement provided, however, that the foregoing release shall not be deemed to apply to any of the obligations of the Parties set forth in this Agreement.

Additional Provisions:

11. Enforcement. The Court presiding over the Estate or the Guardian shall retain jurisdiction to enforce the terms of this Agreement until such time as it has been fully performed.

12. Additional Documents. The Parties agree to cooperate in the preparation, execution and delivery of whatever additional documents, if any, that may be reasonably required to effectuate the intents and purposes of this Agreement.

13. No Admissions of Liability. The Parties expressly acknowledge that nothing herein shall be construed as an admission of liability by any Party, and that any payment, agreement, promise, exchange, or other consideration provided in connection with this Agreement is made or accepted solely for the purpose of settlement and compromise.

14. Entire Agreement. This Agreement, including Exhibits, constitutes the entire agreement and understanding between the Parties, and supersedes any prior agreements or understandings between the Parties. No amendment to this Agreement may be made except by a written instrument executed by all Parties to this Agreement and approved by the Court presiding over the Palm Beach action. Any attempted oral modification of this Agreement shall be void.

15. Construction of Terms. The language of this Agreement shall in all cases be construed in its entirety, according to its fair meaning, and not strictly for or against any party, as the parties hereto jointly participated in the preparation of this Agreement.

16. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions.

17. Notice. Any notice required under this Agreement shall be provided to the following by U.S. Mail and by e-mail as follows:

Notices to:

Elogene Golddigger
and/or
Clark Skatoff, LLP

Jeffrey H. Skatoff, Esquire
Clark Skatoff, LLP
3399 PGA Blvd., Ste. 450 Palm
Beach Gardens, FL 33410 Email:
jskatoff@clarkskatoff.com
Phone: (561) 842-4868

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. Agreement by all parties is necessary for this Agreement to bind any of the parties. Facsimile copies of this Agreement shall be treated as an original.

19. Binding Effect. This agreement will inure to the benefit of and bind the respective heirs, personal representatives, successors and permitted assigns of the parties hereto.

Terms worded in the masculine include the feminine and terms worded in the feminine include the masculine, and terms worded in the singular include the plural and terms worded in the plural include the singular, and terms worded in the neuter include feminine, masculine, singular and plural, in each case as the context of this Agreement admits or requires.

20. Attorneys' Fees & Costs. Except as otherwise provided herein, each Party shall bear its own attorneys fees and costs. All fees payable pursuant to the terms of this Agreement shall be in full and final settlement of such fee obligations incurred in connection with this litigation. In the event there is any breach of this Agreement after Court approval, the Court shall have authority to award all attorneys fees, costs, and expenses as the Court deems appropriate against the breaching party without regard to any of the restrictions set forth in the guidelines for taxation of costs and/or case law regarding prevailing party.

21. Court Approval Required; Effective Date. All Parties will use their best efforts to have this Agreement approved by the Probate Court presiding over Charlotte's Estate and the Guardianship Court presiding over Mike's Guardianship. This Paragraph shall become effective on the date this Agreement is executed by the last of the Parties. The remainder of this Agreement will become effective upon approval by both the Probate and Guardianship Courts; if either Court declines to approve this Agreement, then it shall not become effective and no Party will have or incur any further duties hereunder.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this day of February, 2016.

Simone Gangster, as Guardian of the Person
and Property of Mike Wilk Wilkerson

Lawrence U. Dolt, Esquire, as Court
Appointed Counsel for Mike Wilk Wilkerson

John Wilkerson

Gordon Wilkerson

Porter Lubitz & O'Connell, as
attorneys for Simone Gangster, as
Guardian of the Person and Property
of Mike Wilk Wilkerson

by: _____

Smyth, Jones & Johnson, P.A.,
as attorneys for Gordon
Wilkerson

by: _____

Squire Patton & Boggs, LLP, as
attorneys for John Wilkerson
by: _____

Elogene Golddigger

Clark Skatoff, P.A., as attorney for
Elogene Golddigger
by: _____
