

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT,
IN AND FOR OSCEOLA COUNTY, FLORIDA

IN RE: The Marriage of:
RAQUEL W. BLACKWELL-BLANTON
Petitioner,

Case No.: 2024-DR-000771

and

ERIC K. BLANTON,
Respondent.

_____ /

MARITAL SETTLEMENT AGREEMENT

THIS Marital Settlement Agreement (“Agreement”) is made and entered into by and between Petitioner/Wife, RAQUEL W. BLACKWELL-BLANTON (“Wife”) and Respondent/Husband, ERIC K. BLANTON (“Husband”), and the parties agree as follows:

1. **MARRIAGE**. The parties were married on December 15, 2012 in Orlando, Florida. The parties have lived in Florida at least 6 months prior to the filing of the Petition for Dissolution of Marriage and Other Relief (“Petition”).
2. **MINOR CHILDREN**. There are two (2) minor children adopted during the parties’ marriage, to-wit: Whitney Blanton, date of birth August 31, 2018, and Charles Blanton, date of birth March 4, 2020, (together, the “Minor Children”). No other children are expected. The parties have signed a separate Parenting Plan as to the Minor Children.
3. **SEPARATION**. The parties are not yet living separate and apart from one another. The parties shall live separate and apart at the place of his or her own choosing, free from interference with each other. The Husband shall move out of the marital

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residence/Wife’s Mother’s residence along with all of his possessions on or before thirty (30) days from the date of this Agreement. The parties shall not harass or annoy one another, nor shall they interfere in any way with the private, personal, social, or business activities and affairs of the other party.

4. **EQUITABLE DISTRIBUTION.** Both of the parties agree that with respect to any property received by the other in connection with the equitable distribution herein, that the party who received said property shall be responsible for all tax implications thereto.

A. The parties agree that anything that was/is in joint names of the Wife and the Wife’s Mother (including the Mother’s House and current residence of both parties and any bank/financial accounts that Wife was associated with) shall be deemed non-marital/Wife’s Mother’s and outside of the marriage/equitable distribution.

B. The parties shall equitably divide the martial estate items as follows:

<u>ASSETS</u>	<u>AMOUNT</u>	<u>HUSBAND</u>	<u>WIFE</u>
Wife's Pre-Marital Savings Bonds (\$8,845.04 purchased about 30 years ago)	\$8,845.04	<u>Husband shall pay the Wife the \$8,845.04 in equal monthly installments of \$737.09 per month starting November 1, 2024.</u>	

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BOA Joint Checking #1987, as of (\$13,661.49 as of 10/2/24);	\$13,661.49		\$13,661.49 to the Wife
BOA Joint Savings #4108, as of 10/2/2024 (\$11,619.29))	\$11,619.29	\$5,809.64	\$5,809.65
W's Regions Life Green Checking #1322, as of 02/13/2024	\$1,055.19		\$1,055.19
H's BOA Checking # 870, as of 02/27/2024 Closed	\$0.00	\$0.00	
H's BOA checking #9695	\$0.00	\$0.00	
H's BOA Savings #0556, as of 02/14/2024 - Charles' name and Eric name (\$3,501.35 as of 8/1/24)	\$3,500.79	For Charlie	
H's BOA Checking #1718, as of 03/07/2024- Whitney's name and both parties' names (\$9,128.49 as of 8/1/24)	\$9,127.25	For Whitney	

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BOA 401k (see paragraph below)		QDRO for equal split of marital portion	QDRO for equal split of marital portion
BOA HSA Cash Acct as of 12/31/2023 \$1,584.00 as of 10/2/2024	\$1,584.00	\$1,584.00	
Merrill Acct 7A03 as of 02/29/2024 \$2,255.00 as of 10/2/2024) custodial	\$2,255.00	For Whitney	
Merrill Acct 7A12 as of 10/2/2024 \$2,112.00 custodial	\$2,112.00	For Charlie	
Merrill 529 Acct 1W00 \$10,421.00 as of 10/2/2024 (Charles college)	\$10,421.00	For children	for children
Merrill Acct 1W02 \$2,196.00 as of 10/2/2024	\$2,196.00	\$2,196.00	
Merrill 529 Acct 5Z08 \$16,601.00 as of 10/2/2024 (Whitney college)	\$16,601.00	For children	for children
Merrill Roth IRA Acc 0U67 \$42,658.00 as of 10/2/2024	\$42,658.00	\$21,329.00	\$21,329.00
2017 Toyota Rav 4- Husband drives. Edmunds average value	\$17,000.00	\$17,000.00	
2015 Toyota Sienna - Wife drives. Edmunds average value	\$17,000.00		\$17,000.00

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BOA Equity Plan as of 03/10/2024 RSU's	\$4,272.00	\$4,272.00	
Fidelity Pension/BOA Retirement, \$3,813.00 as of 10/2/2024 account frozen as of June, 2012.	Husband's pre- marital	\$898.58	
BOA HSA Investment Account, \$7,651.00 as of 10/2/2024	\$7,651.00	\$7,651.00	
Max (Maltese Dog) and Cat		X	

<u>LIABILITIES</u>	<u>AMOUNT (Date of Filing)</u>	<u>HUSBAND</u>	<u>WIFE</u>
Husband's BOA CC #8061, as of 02/24/2024		X	
Husband's BOA CC #9576, as of 02/11/2024		X	

The Husband owes the Wife an equalizing payment of Three Thousand Three Hundred Twelve Dollars (\$3,312.00), which shall be paid at the rate of \$276.00 per month for 12 months, beginning on November 1, 2024.

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The parties waive any right, interest, or entitlement which they may have in the above charts (outlined in the respective columns under his/her name), if any, now or in the future, and such belongs solely to the party listed. The party who is acquiring such debt (outlined in the respective columns) agrees to be completely responsible for it and holds the other party harmless from the same, including attorneys' fees and costs. Anything that is not reflected that has been inadvertently omitted above shall be equitable distributed 50/50.

The joint accounts will be disbursed immediately following the execution of this Agreement. Thereafter, neither party will withdraw any funds from the joint accounts before the funds have been distributed as provided above. Once the funds have been distributed, if permissible by the financial institution, the Wife shall sign any documents necessary to remove her name from the joint accounts, so that the Husband may retain the use of same.

The Parties represent to each other that they do not have joint credit cards. Furthermore, in the event that there are any other joint credit cards, then both Parties agree to terminate all joint credit card accounts and/or return all cards of the other and to initiate new such accounts in their own name in the event they wish to re-establish such accounts. Neither party shall use the other party's credit card accounts after the date of this Marital Settlement Agreement.

The Parties may keep individual credit cards in their sole name for which they have sole responsibility for payment. Any and all outstanding balances on those individual credit cards are the sole responsibility of each individual party.

The parties have mutually agreed how the personal furnishings and effects from the former marital residence were divided.

The Husband has a Bank of America 401(k) and the Parties agree that the Wife is entitled to 50 percent of the marital portion of

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the Husband's Bank of America 401(k) and any gains and losses on her 50 percent portion. The marital portion is the portion acquired from the date of the marriage on December 15, 2012 to February 26, 2024 and any gains or losses on the marital portion. The Wife's marital portion does not include any gains or losses on the Husband's premarital portion of his Bank of America 401(k) or any gains or losses on the monies acquired after the filing date. The Parties shall have a Qualified Domestic Relation Order (QDRO) or any necessary documents completed to transfer the Wife's portion and any gains and losses on her portion from the Husband's Bank of America 401(k) to the Wife. The Husband shall keep the remaining portion of Bank of America 401(k). The Parties agree that the Bank of America 401(k) had a premarital balance of \$18,440.24 as of the date of marriage.

The Parties agree to use Matthew Lundy to prepare the QDRO. The Parties agree to cooperate in the preparation of the QDRO. The Parties agree to equally pay the cost to have the QDRO or similar order drafted. The parties shall retain Matthew Lundy to have this done within 10 days of the Final Judgment.

For all the accounts in the charts above for the Minor Children, for Charlie, or for Whitney, the Husband shall maintain them for the sole use and benefit of the Minor Children. The Husband shall provide the Wife with monthly statements of each account on a monthly basis and upon request of the Wife. The parties shall mutually agree as to the use the funds currently existing in the accounts (and any appreciation on the same) for the use for the benefit of the Minor Children.

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5. **EXTRA-CURRICULAR ACTIVITIES.** The parties' percentages for the mutually agreed upon extra-curricular Activities per the Parenting Plan shall be paid pro rata to income per the child support guidelines which shall be filed with this Agreement and shall be modified at the time child support is modified.

6. **ALIMONY.** The parties waive forever any and all claims for any and all forms of alimony, including but not limited to retroactive, temporary, durational, rehabilitative, bridge-the-gap or lump-sum alimony, from the other. Accordingly, each party specifically and unequivocally waives any and all entitlement to any form of alimony (including, without limitation, retroactive, temporary, bridge-the-gap, durational, rehabilitative, or lump sum), whether due now or in the future, and further specifically and unequivocally waives all entitlement to any modification or right to a modification of same now or in the future regardless of law change. Each party acknowledges that this waiver is irrevocable and that there is no change (including law change) or potential change in circumstances in the financial ability of either party.

7. **SHARED PARENTAL RESPONSIBILITY.** The parties agree to visitation to Chapter 61, *Florida Statutes* (2024) and that they both wish to continue to be actively involved in the minor children's lives, as they were when their marriage was intact. The parties agree to abide by shared parenting with decision making authority as outlined in the Parenting Plan which was filed separately.

The parties agree to use Talking Parents application for the uploading/requesting of reimbursements of expenses from the other. Each party shall be responsible for paying for his/her own yearly subscription cost and shall register/set up his/her account within 14 days of this Agreement and yearly thereafter.

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8. **CHILD SUPPORT.** The Husband shall pay to the Wife child support in the amount of Eight Hundred Dollars (\$800.00) per month commencing the 1st day of November, 2024 and continuing each month thereafter until such time as the youngest minor child turns eighteen (18) years of age, dies, marries, or becomes self-supporting, whichever occurs first. In the event either of the minor children is a full-time high school student upon reaching their eighteenth (18th) birthday, the Husband's obligation for support shall continue through the end of that school year or until such child turns nineteen (19), whichever is earlier, unless the child marries or becomes self-supporting. The parties understand and agree that child support is always modifiable based upon a substantial change of circumstances. Child support shall continue to be paid via Income Withholding Order (IWO) through the Florida State Disbursement Unit (SDU). The Husband shall also be responsible for ensuring his employer is withholding the proper amounts and sending the payments to the SDU timely. Until the IWO takes effect, the Husband shall pay the child support directly to the Wife.

The parties agree that the pro rata division of the children's expenses listed in this Agreement will be paid 68% by the Husband and 32% by the Wife.

The parties agree to annually exchange their W-2 and 1099 forms for the calendar years 2024, 2025 and 2026, to determine if an adjustment in child support is necessary. The child support can be adjusted by motion and will not require the filing of a supplemental petition for modification, for these three calendar years. The parties will exchange W-2 and 1099 forms not later than February 15th of each year for 2024, 2025 and 2026 calendar years.

9. **HEALTH INSURANCE FOR THE MINOR CHILDREN.** So long as it is available to the Husband through his employer, the Husband shall continue to maintain the minor children's health insurance policy and is responsible for all premium

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payments in connection with said policy until such time as each of the minor children reaches eighteen (18) years of age and the portion applicable to the minor children shall be included in the child support calculation. The Parties shall split the uninsured portions, costs and co-payments of healthcare expenses of the minor children shall be paid pro rata pursuant to the child support guidelines which shall be filed with this Agreement and shall be modified at the time child support is modified. Further, the Parties shall split the reasonable emotional, psychological, orthodontia, dental, and eye care needs of the minor children not covered by said insurance as outlined below as long as the provider is in-network pro rata pursuant to the child support guidelines which shall be filed with this Agreement and shall be modified at the time child support is modified. Parties shall mutually agree to out of network providers. The parent incurring an uncovered expense shall have thirty (30) days from the date the bill is received to transmit a copy of the bill to the other parent. The other parent shall have thirty (30) days from receipt of the bill to pay his or her proportional share of the expense. Both parents shall notify the other parent in advance of all appointment information, including, without limitation, dates, times, doctor's name, contact information, and treatment recommendations/plan, costs. The parties' percentages for this provision shall be pro rata to income per the child support guidelines which shall be filed with this Agreement and shall be modified at the time child support is modified.

10. **LIFE INSURANCE:** The Husband agrees to cooperate with the Wife for the Wife to secure a life insurance policy on the Husband's life to be paid for by the Wife with the Wife and Minor Children as beneficiaries, and the Husband shall timely submit to a health examination, submission of forms, and all other necessary steps to secure the policy.

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11. **SPEECH THERAPY.** Minor Child Whitney needs speech therapy. The Husband shall pay 75% and the Wife shall pay 25% of the cost of the speech therapy for as long as it is recommended by medical professionals, including, without limitation the pediatrician and/or the speech therapist.

12. **CHILDREN AFTER CARE, SUMMER CAMP, AND SCHOOL FEES.** The Husband's employer (Bank of America/Merrill Lynch) provides subsidies for after care, summer camps, and school fees for the Minor Children. For as long as Husband's receives employer benefits that provide subsidies, then Husband shall advise Wife of the same on a yearly basis and apply and use all benefits/reimbursements for the benefit of the Minor Children. After applying all of the applicable benefits, the parties shall pay for after care, summer camp, and agreed school fees pro rata to income per the child support guidelines which shall be filed with this Agreement and shall be modified at the time child support is modified.

13. **FUTURE DEBTS.** Both of the parties understand and agree that they shall not, from the date of the Petition, incur any debts or obligations for either of them, or any other person, for which the other may be in any way liable, except as herein provided, and both parties agree to hold the other party harmless from any such debt or obligation, and further agree to indemnify the other from any costs or expenses, including attorney's fees and costs, they might incur in the future involving said liability.

14. **HEALTH INSURANCE FOR THE PARTIES.** Following the entry of the Final Judgment, each party shall be responsible for providing their own health insurance and medical expenses, and neither party shall have an obligation to pay any medical expense or health insurance premium for the other.

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15. **TAX ADVICE**. Both of the parties hereto have been advised that there may be certain tax consequences as a result of their entering into this Agreement and that they should consult with a tax attorney or certified public accountant to satisfy themselves of the tax consequences prior to the execution of this Agreement. Both of the parties agree that with respect to any property received by the other in connection with the equitable distribution herein, that the party who received said property shall be responsible for any capital gain incurred as a result of a subsequent sale or liquidation of that property.

16. **INCOME TAX RETURNS**. The parties filed a joint return for the 2023 tax year and have received the refund, which is in the parties' joint checking account. The parties shall file separate returns for 2024 tax year and beyond. The Wife shall be responsible for any tax liabilities and shall receive any tax benefits, credits or refunds associated with her individual tax filings. The Husband shall be responsible for any tax liabilities and shall receive any tax benefits, credits or refunds associated with his individual tax filings.

Both parties shall be responsible for notifying the other in writing immediately upon receipt of any notice received by them from the IRS concerning any jointly filed return.

17. **DEPENDENCY EXEMPTIONS AND CHILD TAX CREDITS**. Starting for the tax year 2024 and beyond, the Husband shall be entitled to claim Charlie and the Wife shall claim Whitney until such time that only one child is eligible to be claimed. At that point, the parties shall alternative the tax credits/exemptions every other year, with the Wife claiming the first year with only one child eligible. The parties shall complete the necessary and proper tax form(s) to carry out the intent of this paragraph, if applicable.

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18. **ATTORNEYS' FEES AND COSTS.** Each party shall be solely responsible for their own attorneys' fees and costs through the date of this Agreement. Should either party be compelled to comply with this Agreement, the parent seeking to enforce compliance and/or contempt shall be reimbursed for his/her attorneys' fees and costs to obtain compliance.

19. **MUTUAL RELEASE.** Except as contained in this Agreement, upon death of the parties, each of the parties: a) releases any right, title, and interest which he or she has, or may hereafter claim to have, by reason of the marital relationship, b) releases the other and waives any right by virtue of the laws of intestacy or elective share or augmented elective share, c) to administer the estate of the other party hereto or to participate in the administration or distribution thereof to share the other party's estate, d) and to act as an executor or administrator of the other party's estate.

20. **FINANCIAL DISCLOSURE.** Each of the parties represents and states, each to the other, that each has made a full disclosure to the other of his or her financial condition, that the parties have exchanged financial affidavits, mandatory disclosure, and waive all other financial disclosure documentation. Should there be any later discovered assets that were not disclosed or itemized in the equitable distribution chart, the parties shall equally split the asset, and the party that failed to disclose it shall be responsible for both parties' attorney's fees and costs related to such later discovered asset.

21. **VOLUNTARY AGREEMENT.** Each of the parties hereby represents each to the other, that each is signing this Agreement freely and voluntarily, intending to be bound by it.

22. **WAIVER OR MODIFICATION.** The parties agree that any failure of the to insist upon the strict performance of any of the provisions of this Agreement shall not be construed as waiving his or her right to enforce the terms and conditions contained in this

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Agreement. The parties agree that no modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

23. **REPRESENTATIONS OF THE PARTIES.** Each party understands that this Agreement constitutes the entire agreement of the parties. This Agreement supersedes any prior understandings or agreements between the parties. There are no warranties or representations other than as set forth in this Agreement. The Wife hereby represents and states to the Husband that she has sought and obtained independent legal counsel and advice in the preparation and effect of this Agreement, and that he fully understands the effects, has been fully informed by Lauren Heatwole, Esq. and the law firm of Heatwole Law Firm, P.A., as to her legal rights and obligations under this Agreement, and understands both the legal effects of this Agreement and her legal rights and obligations under this Agreement. The Husband hereby represents and states to the Wife that he has sought and obtained independent legal counsel and advice in the preparation and effect of this Agreement, and that he fully understands the effects, has been fully informed by Joel Wilson, Esq. and the Wilson Law Team., as to his legal rights and obligations under this Agreement, and understands both the legal effects of this Agreement and her legal rights and obligations under this Agreement.

24. **NECESSARY DOCUMENTS.** Each of the parties hereto shall in good faith and in a reasonable time period execute and deliver to the other party any documents which may be reasonably required to carry out and accomplish the intention of this Agreement. Time is of the essence.

25. **CHOICE OF LAW.** The laws of the State of Florida shall govern the validity, construction, interpretation and effect of

this Agreement.

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26. **SEVERABILITY.** In the event any provision of this Agreement shall be found to be invalid or unenforceable, that provision shall be deemed to be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by the decisional law or statutes of the State of Florida.

27. **FURTHER REPRESENTATIONS.** Each party understands that this Agreement constitutes the entire agreement of the parties. This Agreement supersedes any prior understandings or agreements between the parties. There are no warranties or representations other than as set forth in this Agreement.

28. **FINAL JUDGMENT.** This Agreement, along with the Parenting Plan, shall be incorporated into a Final Judgment of Dissolution.

The parties have read this Agreement and that the matters and things stated therein are true and correct and that each is signing this Agreement intending to be bound by it.

Signed by:
Raquel Blackwell-Blanton

RAQUEL BLACKWELL-BLANTON
Date: 10/2/2024

Signed by:
Eric Blanton

ERIC K. BLANTON
Date: 10/2/2024

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CHILD SUPPORT GUIDELINES WORKSHEET

Case Name: Eric Blanton and Raquel Blackwell-Blanton # 2024 DR 000771 DC

Scenario:

Guidelines (SHARED)

Most Overnight With Tax Credit With	2	0	2	COMBINED	Eric	Raquel
	2	1	1			
Income Amounts	COMBINED	Eric	Raquel			
Self Employment Taxable Income	0	0	0			
Social Security Taxable Income	7,580	5,500	2,080			
Other Taxable Income	0	0	0			
Taxable Spousal Support Income	0	0	0			
Non-Taxable Sp Support Income	0	0	0			
Other Non Taxable Income	0	0	0			
GROSS INCOME	7,580	5,500	2,080			
Deductions from Income						
Non-Deductible Support	0	0	0			
Deductible This Marriage	0	0	0			
Deductible Prior Marriage	0	0	0			
Taxes						
FICA - Social Security	470	341	129			
FICA - Medicare	110	80	30			
Self Employment Tax	0	0	0			
Federal Income Tax	(450)	232	(682)			
State/Local/Other Income Tax	0	0	0			
Other Net Income Deductions						
Mandatory Union Dues	0	0	0			
Mandatory Retirement Payment	0	0	0			
Parent's Health Insurance Pmts	287	59	228			
Child Support Ordered and Paid	0	0	0			
TOTAL DEDUCTIONS	417	712	(295)			
NET MONTHLY INCOME	7,163	4,788	2,375			
% of Shared Support	100.00%	66.84 %	33.16 %			
Minimum Child Support Need	1,903	1,272	631			
Shared Support Need	2,855	1,908	947			
Overnights	365.0	143.0	222.0			
Overnight Percentage	100.00	39.18	60.82			
Payment Share to Other		1,160	371			
Pre Adjustment Transfer		789	0			
COSTS						
Child Care Costs Paid	0	0	0			
Children's Health Insurance	67	67	0			
Uncovered Med/Dental Costs Paid	0	0	0			
TOTAL COSTS PAID	67	67	0			
Day Care/Ins/Med/Dental Costs Share	67	45	22			
Day Care/Ins/Med/Dental Share Adjust		0	22			
Presumed Amount To Be Paid	SHARED	767				
Deviation Factors		0				
Adjusted Guidelines		767				
<input type="checkbox"/> Manual Child Support Amount						
Net Available Income Analysis (For Family)						
Available Income	7,163	4,021	3,142			
Adjusted Affidavit Needs		67	0			
Excess/Deficit		3,954	3,142			
Available Income Analysis Without Children						
Adjusted Affidavit Needs		0	0			
Net Monthly Income	7,163	4,788	2,375			
Excess / Deficit Without Children	7,163	4,788	2,375			

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Child Support Worksheet

Blackwell-Blanton -814

Case Num: _____

Applicable Section of Child Support Chart - Florida Statute 61.30(6)

Combined Income	One	Two	Three	Four	Five	Six
\$6,350.00	\$1,155.00	\$1,795.00	\$2,247.00	\$2,529.00	\$2,761.00	\$2,954.00
\$6,400.00	\$1,160.00	\$1,803.00	\$2,258.00	\$2,540.00	\$2,773.00	\$2,967.00
\$6,450.00	\$1,165.00	\$1,811.00	\$2,268.00	\$2,551.00	\$2,785.00	\$2,981.00
\$6,500.00	\$1,170.00	\$1,819.00	\$2,278.00	\$2,562.00	\$2,798.00	\$2,994.00
\$6,550.00	\$1,175.00	\$1,827.00	\$2,288.00	\$2,573.00	\$2,810.00	\$3,008.00

The Income Tax computations are based on there being 2 Child, whose parents have a combined monthly net income of \$6,457.59. The Basic Obligation (taken from the chart above) is \$1,811.00.

	Petitioner	Respondent
Resident Children	0	2
Gross Income (Combined)	\$5,596.15	\$2,080.00
Taxes (all), Social Security, Medicare (Combined)	\$1,022.60	(\$91.04)
Health Ins., Union Dues, Pension, etc.	\$59.00	\$228.00
Alimony Paid	\$0.00	\$0.00
Non-taxable (CS & Ali)	\$0.00	\$0.00
Net Income	\$4,514.55	\$1,943.04
Pro Rata Financial Responsibility	69.91%	30.09%
Basic Obligation (from above)	\$1,811.00	
Pro Rata Share of Basic Obligation	\$1,266.08	\$544.92
Percentage of Overnight Stays (Petitioner:143 Respondent:222)	39.18%	60.82%
Additions to the Basic Obligation		
1) Child(ren)'s Health Insurance costs totaling: \$67.00	\$46.84	\$20.16
Credits for Daycare, Health Insurance, and Other Allowances	(\$67.00)	\$0.00
Support less credits	\$814.69	\$0.00
Total Child Support to be Paid to Opposing Party		
Annually	\$9,776.32	\$0.00
Monthly	\$814.69	\$0.00
Semi-Monthly	\$407.35	\$0.00
Bi-Weekly	\$376.01	\$0.00
Weekly	\$188.01	\$0.00

Judicial discretion of the above S.R.P. obligation allows -5% (\$773.96) to +5% = (\$855.43) monthly.

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