

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT,  
IN AND FOR PINELLAS COUNTY, FLORIDA  
FAMILY DIVISION

In Re: The Marriage of:

NICHOLAS PLAXTON,  
Petitioner/Husband,

and

Case No.: 21-003741-FD

AMY PLAXTON,  
Respondent/Wife.

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**FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE**

THIS CAUSE having come before the Husband's Petition for Dissolution of Marriage, and based upon evidence, testimony, and the Marital Settlement Agreement ("Agreement") of the parties entered into on November 30, 2022, and the Court having accepted the Agreement into evidence, it is the finding of this Court that:

A. Jurisdictional testimony was taken on November 4, 2022 as reflected in the Order on Case Management Conference signed November 17, 2022.

B. This Court has jurisdiction over the cause, the subject matter and the parties.

C. There have been two (2) minor children born as a result of this marriage, namely: Maverick L. Plaxton a male child born August 24, 2010 and Jagger K. Plaxton a male child born April 6, 2012. The Wife is not currently pregnant.

D. Shared parental responsibility is appropriate in this case, as properly delineated within the Parties' Parenting Plan attached to the Agreement as Exhibit A and the Court specifically finds that said Parenting Plan is in the best interests of the minor children.

E. The appropriate Child Support Guidelines are attached as “Exhibit A” to this final judgment.

F. The Husband has been a resident of the State of Florida in excess of six months prior to the filing of the Petition in this action.

G. The marriage of the parties is irretrievably broken.

H. The Court finds that the provisions of the Agreement have been agreed to freely and voluntarily by the parties.

Therefore, it is ORDERED AND ADJUDGED that:

1. Dissolution of Marriage. The marriage between NICHOLAS PLAXTON, Petitioner, and AMY PLAXTON, Respondent, is dissolved a vinculo because it is irretrievably broken.

2. Marital Settlement Agreement. The Marital Settlement Agreement entered into by the parties, with an effective date of November 30, 2022, having been accepted into evidence by the Court, is hereby approved, ratified, confirmed and incorporated into this Final Judgment of Dissolution of Marriage by reference and made a part hereof as if fully set forth herein, and the parties are ordered to comply with its provisions. The Marital Settlement Agreement shall not merge with the Final Judgment; but, rather, shall survive the Final Judgment of Dissolution and remain binding on the parties. The parties shall execute and/or facilitate any documents reasonably necessary to effectuate their Agreement.

3. Parenting Plan. The Parenting Plan entered into by the parties on November 30, 2022 is hereby adopted, approved, and ratified by this Court and the Court orders the parties to comply with the terms and conditions of the Parenting Plan. The Court finds that the Parenting Plan is in the minor children’s best interests.

4. Child Support. The Child Support Guidelines attached are the correct and true amount of child support pursuant to Florida Statutes. Specifically, the Husband shall pay directly to the Wife for the support and maintenance of the minor children \$707 per month. The parties agree to recalculate the child support obligation once the alimony payments end on December 31, 2025. Direct payment from the Husband to the Wife is in the best interests of the minor children. Should the Husband be later than fifteen (15) days with any payment, the Wife shall be entitled to the immediate entry of an Income Deduction Order on the Wife's affidavit alone. There are no child support arrearages. The is provision for the payment of uncovered health related expenses of the children further detailed in the parties' Agreement.

5. Alimony. Pursuant to the Agreement, the Husband shall pay non modifiable durational periodic alimony to the Wife in the amount of \$5,500 per month starting January 1, 2023 and continuing on the 1<sup>st</sup> day of each month thereafter for 12 months. Thereafter, the Husband shall pay non modifiable durational periodic alimony in the sum of \$3,500 per month starting January 1, 2024 and continuing on the 1<sup>st</sup> day of each month thereafter for two (2) years with the last payment on December 1, 2025. This alimony is non modifiable non extendable and non convertible. The Husband's alimony payments shall be paid directly to the Wife, unless and until such time that the Husband is late by fifteen (15) days for payment, at which time the Wife may obtain an Income Withholding Order at her own discretion upon the fling of an affidavit alone.

6. Equitable Distribution. The Parties have reached an agreement on the value and distribution of all of their assets and liabilities incurred during the marriage, which will be retained or divided in in accordance with the Agreement.

7. Transfer and Conveyance. This Final Judgment shall act as a transfer and conveyance of any and all personal and real property in the event either party should fail to execute any and all necessary documents to transfer their right, title and interest in and to any realty or personalty being retained by the other party, as required by the parties' Agreement attached hereto and incorporated herein. Notwithstanding the foregoing, the parties still maintain the affirmative duty to effectuate any transfers of property as required by the Agreement.

8. Reservation of Jurisdiction. This Court specifically retains jurisdiction to enforce all of the executory provisions of this Final Judgment, the Marital Settlement Agreement, and the Parenting Plan, to enter the Court Order Acceptable for Processing related to the Husband's Federal (FERS) pension and any further Orders and/or Judgments as is necessary to comply with the terms and provisions of this Final Judgment.

DONE AND ORDERED in St. Petersburg, Pinellas County, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2023.

Electronically Conformed 1/12/2023

Elizabeth Jack

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The Honorable Elizabeth Jack  
Circuit Court Judge

cc: Raleigh W. Greene, Esq.  
Gale Moore, Esq.  
Maria Pitelis, Esq.