

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIRCUIT CIVIL CASE NO. 20-008896-FD-14
UCN: 522020DR008896XXFDFD

IN RE: THE MARRIAGE OF

AMY S. WHITE,

Petitioner/Wife,

and

RAYMOND W. WHITE, JR.,

Respondent/Husband.

MEDIATED MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made in Pinellas County, Florida, between AMY WHITE, hereinafter referred to as the "Wife," and RAYMOND WHITE, JR., hereinafter referred to as the "Husband," and collectively referred to as the "Parties."

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

WHEREAS the Parties were married to each other on 4/20/2003, and they are now living separate and apart:

WHEREAS there are two (2) children born of the union. The Parties have executed a parenting plan which has already been filed.

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 Marital Settlement Agreement ("Agreement");

WHEREAS the Parties acknowledge that irreconcilable differences exist;

WHEREAS in view of the Parties' intentions to continue to live separate and apart, they desire to settle their respective marital property rights and obligations, both real and personal, that each may have by virtue of their marriage or otherwise:

WHEREAS each of the Parties believes the terms herein to be fair, just and reasonable, and each has assented freely and voluntarily to the terms contained herein.

Wife 

Husband 

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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. **ALIMONY:** The Parties have agreed in lieu of alimony, the Wife shall receive 100% of the equity in the real estate property from the sale or refinance of the marital home after the payment of commissions, closing fees, and the payment of the marital debts (approximately \$115,319.50), as specifically set forth in Article "L." of this Agreement which includes: approx. \$45,000.00 to American Express, \$36,000.00 to Chase, \$24,319.50 balance on the 401k loan and \$10,000.00 USF FCU Visa. The Parties agree to waive all other forms of alimony, now and forever of any kind whatsoever from each other, including, but not limited to, retroactive, temporary, permanent, rehabilitative, bridge-the-gap, durational and lump-sum alimony. The home will be listed for sale at \$1,290,000.00. A minimum price for the home sale has been established at \$1,256,000.00 in alignment with the realtor's recommendation or refinanced.

B. **TEMPORARY SUPPORT:** The Husband will provide the following support to the Wife until the house is sold, \$1,500.00 via check on the 1st of the month to cover food, gas, and cell phone. A summer Harvard payment of \$1,700 was made to cover medical coverage for the Wife during the summer until the house is sold.

Children's needs will be covered under child support guidelines agreed in this document starting June 1, 2022.

C. **FEDERAL INCOME TAX:** The Parties agree to file 2021 taxes as married filing jointly, via Mangrove Financial. Taxes to be signed directly after the fully executed Marital Settlement Agreement. Tax refund will be deposited into Husband's account once return is approved by IRS. Husband will cut a check directly to the Wife for \$6,740.00 by June 10, 2022, providing her the full refund in advance. The Husband shall be responsible for and shall indemnify and hold the Wife harmless for any future audit and corresponding tax liability for 2021 return should such audit or tax liability accrue in the future for the 2021 Federal Income Tax Return. If the home is sold in 2022, the Parties agree the \$500,000.00 homestead capital gains deduction will be split equally, and neither party can claim more than \$250,000.00 on personal taxes.

Wife



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Husband



Further, additional itemization required to mitigate capital gains tax on the sale of the marital home, each party agrees to claim only half in deductions to reduce capital gains tax. Parties agree to use Mangrove Financial to file 2022 taxes for consistency to IRS. Husband is to cover \$350.00 accounting fee for the Wife's 2022 taxes.

D. **JOINT CHECKING AND/OR SAVINGS ACCOUNTS:** The Parties have joint USF Federal Credit Union Account (6039). Husband will be removed from account once both parties agree and confirmation that all debts are paid in accordance with this Agreement.

E. **INDIVIDUAL BANK ACCOUNTS:** The Parties shall each keep any and all other bank accounts in their own name without any claim by the other Party.

F. **LIFE INSURANCE:** Each party will be responsible for their own life insurance after the completion of this Agreement is signed. Wife will have the option to assume payments on her current life insurance policy via Northwestern Mutual, which expires in May of 2032. Otherwise, the policy will be cancelled due to non-payment starting July 1, 2022.

G. **BROKERAGE ACCOUNTS:** The Parties shall divide the brokerage accounts as follows:

The Wife shall retain 100% of the e-trade (IRA). * [REDACTED] The Parties agree to use Mangrove Financial Services to prepare a Qualified Domestic Relations Order (QDRO) and shall equally share the cost of the preparation of the QDRO. The Parties shall cooperate in providing whatever documents the QDRO preparer requests, including account statements. The Parties agree to re-execute any documents necessary to effectuate this paragraph at the request of the QDRO preparer. The Husband will cover the cost of the QDRO up to \$800 in fees.

H. **RETIREMENT PLANS:** The Husband has a NetApp/Fidelity 401 (k), *8911. The Wife shall be entitled to one half of the value of this account as of the date of filing for dissolution plus or minus any passive gains or losses. There is currently a loan on this account in the approximate balance of \$24,319.50. The loan shall be paid off from the proceeds of the sale of the marital home or refinance. The Husband has agreed to pay the loan payment until the house has sold. The Parties have agreed that this loan balance will be satisfied immediately with the sale or refinance of the marital home.

The Parties agree to use Mangrove Financial Services to prepare the Qualified Domestic

Wife: 

Husband: 

Relation Order (and the Parties shall equally divide the cost of the preparation of the QDRO. The Parties shall cooperate in providing whatever documents the QDRO preparer requests, including account statements. The Parties agree to re-execute any documents necessary to effectuate this paragraph at the request of the QDRO preparer.

I. **REAL PROPERTY: Marital Residence:** The Parties jointly have equitable interests in certain real property located at 213 176th Avenue East, Redington Shores, Florida which is subject to indebtedness in the approximate balance of \$225,061.97.

The Parties agree that the property shall be sold at a minimum price of \$1,256,000.00 in alignment with the realtor's recommendation or refinanced. After all fees and commissions are paid, the marital debt of approximately \$115,319.50 (\$45,000.00 AMEX, \$36,000.00 CHASE, \$24,319.50 401 (k) loan, and \$10,000.00 USF FCU VISA) shall be paid off and Husband's name shall be removed therefrom or if not possible, the account shall be closed. The Wife shall receive 100% of remaining profit from the sale of the home. Wife shall have exclusive use, possession, ownership of the former marital residence until it is sold. The Husband shall continue to maintain payment of the household expenses as per the status quo until the house is sold such as the mortgage, taxes, insurance, maintenance, water, sewer, and garbage, in addition to the individual payment required by Paragraph "B" of this Agreement. The Husband shall provide payment for mover's services up to \$1,000. The Wife shall hold harmless and indemnify the Husband from any and all liability pursuant to any action taken by any creditor or enforce any expenses or encumbrances related to said property, including, but not limited to, any attorney's fees incurred in defending such action.

J. **MOTOR VEHICLES:**

1. **2016 Ford F150:** Upon a fully executed Marital Settlement Agreement, the Wife shall retain the 2016 Ford F150 titled in the Husband's name, and which is not

Wife 

Husband 

subject to indebtedness. The Husband waives any right, title and interest he may have in and to said vehicles. The Wife shall be responsible for insuring the vehicle, repairs, and maintenance on the vehicle and all costs related to the vehicle. She agrees to hold harmless and indemnify the Husband from any and all liability pursuant to any action regarding said vehicle, including, but not limited to, the use and operation of said vehicle including but not limited to any attorney's fees incurred in defending such action. In the event a title transfer is necessary to effectuate the terms herein, the Husband shall execute any and all such documents necessary within ten (10) days of receipt of same.

2. **2008 Ford Explorer and 1999 Ford Mustang:** The Husband shall retain the 2008 Ford Explorer and the 1999 Ford Mustang titled in the Husband's name, which is not subject to indebtedness. The Husband shall be responsible for insuring the vehicles, repair and maintenance on the vehicles and all costs related to the vehicles. The Husband shall hold harmless and indemnify the Wife from any and all liability pursuant to any action regarding said vehicles, including, but not limited to the use and operation of said vehicles, insurance, car payments, repairs and maintenance and, including but not limited to any attorney's fees incurred in defending such action. In the event a title transfer is necessary to effectuate the terms herein, the Wife shall execute any and all such documents necessary within ten (10) days of receipt of same.

K. **HOUSEHOLD CONTENTS AND PERSONAL EFFECTS:** The Parties have agreed and divided their household contents and personal effects. The Husband shall receive and retain the Ruger AR15 556, and the LGA 45MM. The Wife shall receive and retain the R9 9MM pistol, Glock 380, and Kimber 1911. The only item the Husband has not collected from the marital home is the gun safe to be collected after the home is under contract for sale or refinanced.

L. **SECURED AND UNSECURED DEBTS:** The Parties have the following joint debt which shall be paid off from the proceeds of the sale or refinance of the marital home: Amazon Chase Credit Card (████) in the approximate balance of \$36,000.00, the USF Visa Credit Card (████) with an approximate balance of \$10,000.00 and the Amex Credit Card (████) with an

Wife 

Husband 

approximate balance of \$45,000.00 and the NetApp/Fidelity 401(k) loan (8911) \$24,319.50. The Husband will not utilize these accounts to make any further purchases. The Husband will make minimum payments on these accounts until the house is sold. Otherwise, the Parties shall each be responsible for and shall indemnify and hold the other harmless for any and all liability associated with any credit card, consumer debt or student loan debt in their own individual name.

The Wife shall be entitled to and retain all points associated with the Amazon Chase credit card and the USF Visa card. The Husband shall be entitled to retain all Hilton honor points associated with the Amex credit card.

M. **TAX ADVICE:** The Husband and Wife both acknowledge that they have had the opportunity to be advised and independently counseled regarding possible tax implications that may occur as a result of this Agreement. The Parties further agree and acknowledge that they understand the need to seek separate counseling or tax advice from a Certified Public Accountant or tax attorney and that they have had the opportunity to do so, and that upon the signing of this Agreement, he/she is satisfied with any tax implications or expressly waive his/her right to seek independent advice or counseling in this regard.

N. **MINOR CHILDREN:**

1. **Parenting Plan:** The Parties have attached a duly executed parenting plan as Exhibit "A" which has been submitted to the Court. Both Parties agree to abide by the terms of the Parenting Plan.

2. **Child Support:** As and for the benefit of the minor children, the Parties agree that each will be 100% responsible for the needs of the children while the children are in the care, custody, and control of the parent exercising timesharing while the child are with them.

The Father shall pay to the Mother, \$1,277.77 on the 1st day of each month beginning June 2022 in child support. This obligation to pay child support shall continue until each child reaches the age of 18 years or through the child's graduation from high school (so long as graduation will occur before the child's 19th birthday), marries, dies, or becomes self-supporting, whichever first occurs, at which time payment for that child will automatically terminate.

Wife 

Husband 

The Parties agree that it is in the best interest of the minor children for the child support to be paid directly from the Father to the Mother. In the event the Father is ever more than ten (10) days late on any child support payment, the Mother shall be entitled to the entry of an ex-parte income withholding Order and the child support shall be paid from the employer of the Father through the State Disbursement Unit.

3. **Medical Insurance/Medical Expenses for Minor Children: Health Insurance Coverage for Minor Child:** The Father shall continue to carry the minor children on his health and dental insurance plan through his current employer, so long as it remains reasonably available to him. The cost of said insurance shall be borne by the Father and has been included in the child support guidelines worksheet.

The Father shall provide the Mother with prescription cards or copies thereof, and health insurance information upon her receipt of same.

Medical Expenses: The parties shall divide pro rata all reasonable noncovered medical expenses for the minor children, which is currently 11% for the Mother and 89% for the Father. Medical expenses include reasonable medical, prescription, co-payments, dental, orthodontic, psychological, and optometry expenses incurred by and on behalf of the minor child not covered by insurance. The parent incurring the out-of-pocket expense shall provide receipts for the expenses to the other parent (in writing) within thirty (30) days of receiving the invoice for the expense as a condition to reimbursement. The reimbursing Party shall pay their share of medical expenses within thirty (30) days of receiving a reimbursement request with accompanying itemization or receipts. The parents agree to use in-network providers other than in the event of an emergency. If a parent desires to incur noncovered medical expenses for a child with an out-of-network medical care provider, absent an emergency, and the expense is greater than \$250.00, the parent seeking to incur the expense shall first obtain the written agreement of the other parent.

4. **Tax Benefit for Children:** The Parties shall each take one child and shall be

Wife

John

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Husband

Paul

entitled to all credits and deductions for the benefit of that child.

5. **Private School:** The parties shall divide pro rata all school related expenses for private school for the minor children, which is currently 11% for the Mother and 89% for the Father.

6. **Pre-paid College Plan:** The Father shall continue to be solely responsible for making all monthly payments on the children's pre-paid college plans (*4364 Silas & *4365 Raymond).

O. **WAIVER OF APPEARANCE AT FINAL HEARING:** The Parties waive their attendance at the Final Hearing and the Parties agree that the final hearing may take place at the Court's earliest convenience. Both Parties expressly waive the statutory twenty (20) day waiting period and consent to the immediate entry of Final Judgment of Dissolution of Marriage. The Parties hereby state that they have entered into a valid and enforceable Marital Settlement Agreement and they hereby consent to an expedited final hearing before a judge or general master and the waiver of all further notices and appearances herein, so long as the Court merely ratifies this Agreement and incorporates it into a Final Judgment of Dissolution of Marriage.

P. **WAIVER OF MANDATORY DISCLOSURE:** To the extent that the Parties have not fully complied with the Florida Family Law Rules of Procedure, Rule 12.285, they waive any and all outstanding requirements of mandatory disclosure. Each party has completed the required financial affidavit in advance of reaching this Marital Settlement Agreement, are satisfied with the disclosures made in the other's financial affidavit, and understand that in reaching this Agreement in reliance of said previously exchanged financial affidavits, they are foregoing additional discovery available to them. Each party, in being fully satisfied with this discovery exchange, acknowledges that they each made a full, frank financial disclosure of their respective financial picture at the time of the Agreement. Further, each party is satisfied that this Agreement was reached free of fraud, deceit, duress, coercion, misrepresentation, or overreaching.

Q. **ATTORNEYS' FEES AND COSTS:** Each Party shall be responsible for his/her own attorneys' fees and costs.

R. **SUBSEQUENT DISSOLUTION OF MARRIAGE:**

- (1) This Agreement may be offered in evidence by either Party in any such action, and, if acceptable to the court, shall be incorporated by reference in

Wife: 

Husband: 

the judgment. Notwithstanding incorporation in the Final Judgment, this Agreement shall not be merged with it. This Agreement shall, in all respects, survive the judgment as an independent contract and be forever binding on the Parties. This Agreement may be enforced independently of the Final Judgment.

S. **EXECUTION OF DOCUMENTS**: Within a reasonable time after written demand, each Party shall execute, acknowledge and deliver all documents or instruments required to carry out the provisions of this Agreement. If either Party fails on demand to comply with this provision, that Party shall pay to the other all attorneys' fees, costs, and other expenses reasonably incurred as a result of such failure.

T. **LEGAL INTERPRETATION**: The laws of Florida shall govern the validity, construction, interpretation and effect of this Agreement.

U. **BINDING EFFECT**: Except as otherwise stated herein, all of the provisions of this Agreement shall be binding on and inure to the benefit of the respective heirs, next of kin and administrators of the Parties.

V. **MUTUAL RELEASE**: Except as otherwise provided herein, each Party waives, releases and relinquishes all rights that he or she may have or may hereafter acquire as the other Party's spouse under the present or future laws of any jurisdiction including, but not limited to, the following: Each Party releases the other from all claims and demands except causes of action for (a) dissolution of marriage and (b) any claims or demand authorized by and pursuant to the provisions of this agreement. This release and waiver shall include, but not be limited to, any and all rights of elective share, dower or curtesy or any interest in the estate of the other or any right of inheritance or distribution under the laws of intestacy of any state, territory or other jurisdiction. As of the date of the execution of this agreement, each Party waives all rights he or she has as the other Party's spouse to share in the other Party's estate, to act as executor or personal representative of the other Party's estate or to take against any will or codicil of the other Party.

W. **WAIVER**: No waiver of any breach of the terms of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or similar nature. No waiver of any rights created by this Agreement shall be deemed to be a waiver for all time of those rights, but shall be considered only as to the specific event surrounding that waiver.

Wife 

Husband 

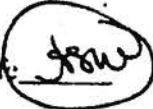
X. **SEVERABILITY**: If any portion of this Agreement is held illegal, unenforceable, void or voidable by any Court, then each of the remaining terms hereof shall nevertheless remain in full force and effect as a separate contract. This Agreement shall be deemed modified and amended to the extent necessary to render it valid and enforceable.

Y. **RESERVATION OF JURISDICTION**: The Pinellas County Florida Circuit Court shall reserve jurisdiction for enforcement and modification of this Agreement as provided herein and the Final Judgment entered in connection herewith.

Z. **SELF-EXECUTING CLAUSE**: In the event that any of the papers agreed to be executed and delivered in furtherance of this Agreement are not executed and delivered within thirty (30) days of receipt of a written request for same, or as provided for within this Agreement, then it is agreed that the Final Judgment of Dissolution of Marriage shall be self-executing to operate as a conveyance from the Husband to the Wife and/or from the Wife to the Husband of the properties referred to herein.

AA. **REPRESENTATIONS**: The Parties represent to each other that:

- (1) 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 Husband has been represented by John Napolitano, Esq., and the Wife has been represented by Joseph Park, Esq. Each Party has carefully read each provision of this *Agreement* and is completely aware of its contents and its legal effect.
- (2) 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.
- (3) Each Party understands and agrees that this Agreement constitutes the entire contract between the Parties and supersedes any prior understanding or agreement. There are no representations or warranties other than those set forth in this Agreement.
- (4) In the event of reconciliation, the Parties understand that matters dealing with property division shall continue to be binding unless agreed to otherwise in writing.
- (5) 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.

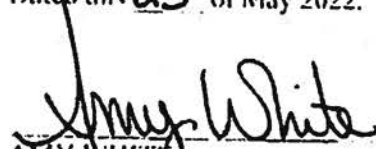
Wife: 

Husband: 

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.

Dated this 25 of May 2022.

Dated this 25 of May 2022



AMY WHITE
Mother/Wife



RAYMOND WHITE
Father Husband



Joseph R. Park, Attorney for Wife

/S/ John E. Napolitano

John Napolitano, Attorney for Husband

Wife 

Husband 

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

Case No: 20-8896-FD-14

AMY WHITE,
Petitioner,

and

RAYMOND WHITE
Respondent.

_____ /

PARENTING PLAN

This parenting plan is a Parenting Plan submitted to the court with the agreement of the parties.

This parenting plan is a final Parenting Plan established by the court.

I. PARENTS

Petitioner, hereinafter referred to in this Parenting Plan as the Mother

Name: Amy White
Address: 213 176th Avenue East
Telephone Number: (727) 273-4984
E-Mail: asi_white@icloud.com

Respondent, hereinafter referred to in this Parenting Plan as the Father

Name: Raymond White
Address: 110764 70th Avenue, # 7303, Seminole, Fl. 33772
Telephone Number: (727) 424-7560
E-Mail: itsupertech@gmail.com

II. CHILDREN: This parenting plan is for the following children born to, or adopted by the parties:

Name	Date of Birth
R. W	09/7/2011
S.W	09/7/2011

III. JURISDICTION

The United States is the country of habitual residence of the children.

Florida Supreme Court Approved Family Law Form 12.995(a), Parenting Plan (02/18)

AW Initials

RWW Initials

EXHIBIT "A"

The State of Florida is the children's home state for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act.

This Parenting Plan is a child custody determination for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act, the International Child Abduction Remedies Act, 42 U.S.C. Sections 11601 et seq., the Parental Kidnapping Prevention Act, and the Convention on the Civil Aspects of International Child Abduction enacted at the Hague on October 25, 1980, and for all other state and federal laws.

IV. PARENTAL RESPONSIBILITY AND DECISION MAKING

1. Parental Responsibility

a. Shared Parental Responsibility.

It is in the best interests of the children that the parents confer and jointly make all major decisions affecting the welfare of the children. Major decisions include, but are not limited to, decisions about the children's education, healthcare, and other responsibilities unique to this family. Pursuant to Fla. Stat. 31.13(2)(b)3.a., as the parents have shared parental responsibility, either parent may consent to mental health treatment for the children.

2. Day-to-Day Decisions

Unless otherwise specified in this plan, each parent shall make decisions regarding day-to-day care and control of each child while the children is with that parent. Regardless of the allocation of decision making in the parenting plan, either parent may make emergency decisions affecting the health or safety of the children when the children are residing with that parent. A parent who makes an emergency decision shall share the decision with the other parent as soon as reasonably possible.

3. Extra-curricular Activities

- a. Either parent may enroll the children in extra-curricular activities with due regard for the activities in which children have historically participated and based on the children's preferences to participate. However, neither parent shall enroll the children in an activity that conflicts with the other parent's timesharing, absent mutual agreement, prior to registration. Neither parent shall unreasonably withhold consent.
- b. The parent with the minor children shall transport the minor children to and/or from all mutually agreed upon extra-curricular activities, providing all necessary uniforms and equipment within the parent's possession.

4. Costs of Extra-curricular Activities shall be addressed as follows:

Florida Supreme Court Approved Family Law Form 12.995(a), Parenting Plan (02/18)

AW Initials

RWW Initials

The costs of the mutually agreed upon extra-curricular activities and the uniforms and equipment required for the mutually agreed upon extra-curricular activities shall be paid for by the parents, pro rata, in accordance with the percentage of financial responsibility assigned to the parents by the child support guidelines.

V. INFORMATION SHARING. Unless otherwise indicated or ordered by the Court:

Unless otherwise prohibited by law, each parent shall have access to medical and school records and information pertaining to the children and shall be permitted to independently consult with any and all professionals involved with the children. The parents shall cooperate with each other in sharing information related to the health, education, and welfare of the children and they shall sign any necessary documentation ensuring that both parents have access to said records.

Each parent shall be responsible for obtaining records and reports directly from the school and health care providers.

Both parents have equal rights to inspect and receive governmental agency and law enforcement records concerning the children.

Both parents shall have equal and independent authority to confer with the children's school, day care, health care providers, and other programs with regard to the children's educational, emotional, and social progress.

Both parents shall be listed as "emergency contacts" for the children.

Each parent has a continuing responsibility to provide a residential, mailing, and contact address and contact telephone number to the other parent. Each parent shall notify the other parent in writing within 24 hours of any changes. Each parent shall notify the court in writing within seven (7) days of any changes.

VI. SCHEDULING

1. School Calendar

If necessary, on or before June 1st of each year, both parents should obtain a copy of the school calendar for the next school year. The parents shall discuss the calendars and the time-sharing schedule so that any differences or questions can be resolved.

The parents shall follow the school calendar of **Keswick Christian School** or unless otherwise agreed upon.

2. Academic Break Definition

When defining academic break periods, the period shall begin at the end of the last scheduled day of classes before the holiday or break and shall end on the first day of regularly scheduled classes after the holiday or break.

3. Schedule Changes

- a. A parent making a request for a schedule change will make the request as soon as possible, but in any event, except in cases of emergency, no less than **48 hours** before the change is to occur.
- b. A parent requesting a change of schedule shall be responsible for any additional childcare, or transportation costs caused by the change.

VII. TIME-SHARING SCHEDULE

1. Weekday and Weekend Schedule

The parents will follow a week on week off schedule. The children shall spend time with the **Mother** from Friday at 3:00 p.m. to the following Friday at 3:00 p.m. The children will spend time with the **Father** from Friday at 3:00 p.m. to the following Friday at 3:00 p.m. the following week. This schedule shall continue to alternate week to week.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
MOM	MOM	MOM	MOM	MOM	MOM	MOM
DAD	DAD	DAD	DAD	DAD	DAD	DAD

2. Holiday Schedule

- a. Holiday time-sharing shall be in accordance with the following schedule. The Holiday schedule will take priority over the regular weekday, weekend, and summer schedules.

Holidays	Even Years	Odd Years	Every Year	Begin/End Times
Mother's Day			Mother	3:00 p.m. the day before Mother's Day until return to school Monday, or 3:00 p.m. if no school.
Father's Day			Father	3:00 p.m. the day before Father's Day until return to school on Monday or 3:00 pm if no school
Easter			Mom/Dad	Whoever has the children for the weekend shall keep the children until 3:00 p.m. The other parent shall have the children from 3:00 p.m. on Easter until return to school on Monday or 3:00 p.m. if no school on Monday.
Memorial Day	Mother	Father		3:00 p.m. or pick up from school until 3:00 p.m. the following day or drop off at school the following morning.

4 th of July	Father	Mother		3:00 p.m. or pick up from school until 3:00 p.m. the following day or drop off at school the following day.
October 31	Mother	Dad		The mother shall have timeshare on even years from 3:00 p.m. day of until the following day at 3:00 p.m. or drop off at school. The father shall have timeshare on odd years from 3:00 p.m. day of until the following day at 3:00 p.m. or drop off at school.
Children's Birthdays	Father	Mother		The mother shall have timeshare on odd years from 3:00 p.m. or pick up from school day of until 3:00 p.m. or drop off at school the following morning. The father shall have timeshare on even years from 3:00 p.m. or pick up from school day of until 3:00 p.m. or drop off at school the following day.
Labor Day	Father	Mother		Whichever parent has the children for their birthday will also have the children for Labor Day 3:00 pm day of until 3:00 pm the following day.
Mother's Birthdays			Mother	3:00 p.m. or pick up from school day of until 3:00 p.m. or drop off at school the following day.
Father's Birthdays			Father	3:00 p.m. or pick up from school day of until 3:00 p.m. or drop off at school the following day.
Ukrainian Christmas			Mother	The mother shall have the children 3:00 p.m. or pick up from school day of until 3:00 p.m. or drop off at school the following day. Dad will get an overnight make-up either the previous week or the following week. If the holiday falls on a weekday, dad will get a weekday make-up. If the holiday falls on a weekend day, dad will get a weekend day to make up.
Ukrainian Easter			Mother	The mother shall have the children 3:00 p.m. or pick up from school until 3:00 p.m. the following day if there is no school or drop off at school the following morning. Dad will get an overnight make-up either the previous week or the following week. If the holiday falls on a weekday, dad will get a weekday make-up. If the holiday falls on a weekend day, dad will get a weekend day to make up.

- b. For all other holidays and non- school three-day weekends, the parents will follow the regular schedule.

3. Thanksgiving Break

- a. The parents shall alternate the entire Thanksgiving Break with **Father** having the children during the odd-numbered years and **Mother** during the even-numbered years. If Thanksgiving Break falls on the other parent's timeshare, the parents will swap a week before or after the break so that parent has no 3 weeks in a row. Mom will have Thanksgiving Break of 2022.

Winter Break: The Winter Break shall be defined as the night the children get out of school until the day school resumes. The Parties agree that for the calculation of the number of days in the break, the Parties will not include Christmas Eve and Christmas Day. The Parties will equally

share the number of days in the break (not including Christmas Eve and Christmas Day which are specifically set forth below. If there is an uneven number of days in the break, the Parent that does not have Christmas morning shall have the extra day.

The **Father** shall have the children from the day and time school is dismissed until a time equal to one half of the Winter Break in even years (not including Christmas Eve and Christmas Day). The **Mother** will have the children for the second portion of the Winter Break in even years. The parties shall alternate the arrangement each year so that the **Mother** will have the children from the day school is dismissed until a time equal to one half of the Winter Break in odd years. The **Father** will have the children for the second portion of Winter Break in odd years. If the regular weekend timeshare schedule was swapped during the Winter Break, the parents should return to the regular timeshare schedule that was followed prior to Winter Break when school commences.

Specific Winter Holidays:

The **Father** will have the children Christmas eve until Christmas day at 3:00 p.m. in even years. The **Mother** will spend time with the children on Christmas Day from 3:00 p.m. until 3:00 pm. on December 26 in even years. The parents shall alternate the arrangement each year so that the **Mother** will have the children Christmas Eve until Christmas Day at 3:00 p.m. in odd years and the **Father** will spend time with the children on Christmas Day from 3:00 p.m. until 3:00 p.m. on December 26 in odd years. The parents will return to the agreed upon holiday timeshare schedule at 3:00 p.m. on December 26.

4. Spring Break

- a. The parents shall alternate the entire Spring Break with the **Father** having the children during the odd-numbered years and the **Mother** during the even-numbered years. If Spring Break falls on the other parents timeshare, the parents will swap a week before or after the break so that parent has no 3 weeks in a row. Dad will have Spring Break of 2023.

5. Summer Break

- a. The parents shall follow the regular schedule through the summer. Except that the parents will each get two consecutive weeks of vacation.
- b. All other holidays, including **Father's** Day and Fourth of July shall take precent over the summer vacation schedule. A parent choosing their summer vacation weeks shall not choose dates that interfere with the other parents scheduled holiday.
- c. The mother shall designate her choice of weeks by May 1st in odd years. The father shall designate his choice of weeks by May 15th in odd years. The father shall designate his

choice of weeks by May 1st in even years and the mother shall designate her choice of weeks by May 15th in even years.

- d. Should either parent fail to timely designate their choice of weeks by the deadlines set forth herein, said failure will be considered forfeiture of that parents' choice of weeks. In that instance, the parent who fails to designate choice of weeks shall follow the regular timesharing schedule unless otherwise set forth herein.

6. Number of Overnights:

Based upon the time-sharing schedule, Mother has a total of 182.50 overnights per year and Father has a total of 182.50 overnights per year. **Note: The two numbers must equal 365.**

VIII. TRANSPORTATION AND EXCHANGE OF CHILDREN

1. Transportation

- a. The parent ending their time-sharing shall provide transportation for the children.

2. Exchange

Both parents shall have the children ready on time with the children's required belongings and all necessary information will accompany the children including but not limited to medicine and dosage in its original packaging, homework assignments, school projects and directions, and social activities with equipment, and ready at the agreed upon time of exchange. If a parent is more than 30 minutes late without contacting the other parent to make other arrangements, the parent with the children may proceed with other plans and activities.

Exchanges shall occur at the school if the children are in school. If there is no school at the time of the exchange, the exchange shall take place at Seminole City Center unless both parties agree in advance to a different meeting place.

3. Foreign and Out-Of-State Travel

- a. Either parent may travel within the United States with the children during his/her time-sharing. The parent traveling with the children shall give the other parent at least 7 days written notice before traveling out of state unless there is an emergency and shall provide the other parent with a detailed itinerary, including locations and telephone numbers where the children and parent can be reached at least 7 days before traveling.
- b. Either parent may travel out of the country with the children during his/her time-sharing. At least 30 days prior to traveling, the parent shall provide a detailed itinerary, including locations, and telephone numbers where the children and parent may be reached during the trip. Each parent agrees to provide whatever documentation is

necessary for the other parent to take the children out of the country.

- c. The parties agree that children may travel to any country covered by the Hague Convention.

IX. EDUCATION

1. **School designation.** For purposes of school boundary determination and registration, the address of Parent who lives in the better school district shall be used, unless mutually agreed upon.
2. **Private or home schooling.**

The following provisions are made regarding private or home schooling:

The children are currently enrolled in private school at Keswick Christian School. The parents agree to keep the children in their current school unless otherwise mutually agreed upon.

X. DESIGNATION FOR OTHER LEGAL PURPOSES

The children in this Parenting Plan are scheduled to reside an equal amount of time with each parent. This designation does not affect either parents' rights or responsibilities under this parenting plan.

XI. COMMUNICATION

1. Between Parents

All communications regarding the children shall be between the parents. The parents shall not use the children as messengers to convey information, ask questions, or set up schedule changes. When necessary and appropriate, the parents may choose to communicate with each other in person, by email, phone, and text message. If other forms of communication are being used, the parents agree to return to the sole use of email immediately upon request of either parent. Thereafter, email will be the sole method of communication, absent emergency.

2. Between Parent and Children

Both parents shall keep contact information current. Telephone or other electronic communication between the children and the other parent shall not be monitored by or interrupted by the other parent. "Electronic communication" includes telephones, electronic mail or e-mail, webcams, video-conferencing equipment and software or other wired or wireless technologies or other means of communication to supplement face to face contact.

The children may have telephone, email, and other electronic communication with the other parent at any reasonable time.

The Parties agree that they shall each be entitled to a videoconference call with the minor children on at any reasonable time. Each parent shall be entitled to speak to the children for any reasonable period of time taking into consideration any homework obligations the children have.

XII. CHILD CARE

1. Each parent may select appropriate childcare providers.
2. Each parent must offer the other parent the opportunity to care for the children before using a child care provider for any overnight childcare.

XIII. HEALTH CARE

1. Unless otherwise noted, the parents shall confer with each other and maintain open communication concerning all medical, psychological, counseling, therapeutic, optical, orthodontic, dental or other health related care and needs of the children. A parent who makes an emergency medical decision shall share the decision with the other parent as soon as reasonably possible.
2. A parent scheduling a routine appointment for the children will notify the other parent, in writing via email, within 24 hours of making the appointment. The notice shall include the health care provider's name and contact information.

XIV. CHANGES OR MODIFICATIONS OF THE PARENTING PLAN

Temporary changes to this Parenting Plan may be made informally without a written document; however, if the parties dispute the change, the Parenting Plan shall remain in effect until further order of the court.

The parents mutually agree to meet with the parenting coordinator, Lindsay Harrison, to discuss any disputes or modifications to the parenting plan before proceeding with litigation.

Any substantial changes to the Parenting Plan must be sought through the filing of a supplemental petition for modification.

XV. RELOCATION

Any relocation of the children is subject to and must be sought in compliance with section 61.13001, Florida Statutes.

XVI. DISPUTES OR CONFLICT RESOLUTION

Florida Supreme Court Approved Family Law Form 12.995(a), Parenting Plan (02/18)

AW Initials

RWW Initials

Parents shall attempt to cooperatively resolve any disputes which may arise over the terms of the Parenting Plan. The parents may wish to use mediation or other dispute resolution methods and assistance, such as Parenting Coordinators and Parenting Counselors, before filing a court action.

The parent shall utilize Lindsay Harrison, LMHC as their Parenting Coordinator before filing a court action.

XVII. OTHER PROVISIONS: N/A

I certify that I have been open and honest in entering into this Parenting Plan. I am satisfied with this Plan and intend to be bound by it.

Dated: 4/21/2022

Amy Sophie White

Amy Sophie White (Apr 21, 2022 11:42 EDT)

Signature of Mother Amy White.

I certify that I have been open and honest in entering into this Parenting Plan. I am satisfied with this Plan and intend to be bound by it.

Dated: 4/21/2022

Ray W. White Jr.

Ray W. White Jr. (Apr 21, 2022 11:53 EDT)

Signature of Father Raymond White, Jr.









whitepptosign

Final Audit Report

2022-04-21

Created:	2022-04-21
By:	Amy Cohen (amy@amycohenpa.com)
Status:	Signed
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