

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA
FAMILY LAW DIVISION**

In Re: The Marriage Of:

MARCO DAVILA,
Petitioner/Husband,

CASE NO.: 20-DR-010579

and

DIVISION: D

REBECA PALACIO,
Respondent/Wife.

_____ /

PARTIAL FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE having come before the Court for an uncontested final hearing on December 22, 2021, upon the Petition for Dissolution of Marriage filed by the Husband, MARCO DAVILA, the Court having heard the testimony of the Husband, reviewed his Florida Driver's License, and being otherwise fully advised in the premises, finds as follows:

A. This Court has jurisdiction over the Parties and the subject matter of this cause.

B. The Husband has been a continuous resident of the State of Florida for more than six (6) months next prior to the filing of her Petition for Dissolution of Marriage. He confirmed his residency by producing his Florida Driver's License.

C. The Husband and Wife were married on June 21, 2003, in New Orleans, Louisiana.

D. The marriage of the Parties is irretrievably broken.

E. The Parties entered into a Collaborative Law Participation Agreement on November 3, 2020, and their Collaborative Process is ongoing.

F. Two (2) minor children born of the marriage, to wit: L. D. born in 2007, and N.D. born in 2009. There are no other children born, adopted, or expected of the marriage.

G. As part of their Collaborative Process, Marco and Rebeca entered into the attached Agreed Parenting Plan, which they agreed is in the best

interests of their minor children, and which they jointly requested the Court ratify, approve, and incorporate in a 2021 Partial Final Judgment of Dissolution of Marriage.

H. In order to allow each of the Parties to file a separate 2021 Federal Income Tax return as an unmarried individual, Marco and Rebeca stipulated to the entry in 2021 of a Partial Final Judgment dissolving their marriage, approving, ratifying, and incorporating their Agreed Parenting Plan, with a reservation of jurisdiction to resolve the remaining issues related to the dissolution of the marriage.

IT IS, THEREFORE, ORDERED AND ADJUDGED:

1. The marriage of the Parties is dissolved.
2. The Parties' Agreed Upon Parenting Plan is hereby approved, ratified, and incorporated into this Partial Final Judgment of Dissolution of Marriage.
3. The Parties are hereby ordered to comply with the attached Agreed Upon Parenting Plan
4. The Court reserves jurisdiction to enter an Amended Final Judgment of Dissolution of Marriage that fully disposes of the remaining issues related to the dissolution of the marriage.

DONE and ORDERED in Chambers, at Tampa, Hillsborough County, Florida on this ____ day of December 2021.

Electronically Conformed 12/22/2021
Wesley D. Tibbals

HONORABLE WESLEY D. TIBBALS
CIRCUIT COURT JUDGE

Conformed copies to:
Bridget Remington, Esquire
J. Fraser Himes, Esquire
Marco Davila
Rebeca Palacio

AGREED PARENTING PLAN

This parenting plan is a final parenting plan established by Rebeca Palacio and Marco Davila to be approved by the court in a final judgment of dissolution of marriage and cancelling any temporary agreement regarding the children.

I. PARENT'S INFORMATION

1. FATHER

Father's Name: Marco Davila
Address: 2114 W. Marjory Ave Tampa, Fl 33606
Phone: 646-285-7671
Email: dukemd@dgpmail.net

2. MOTHER

Mother's Name: Rebeca Gomez Palacio
Address: 1206 South Albany Ave Tampa, Fl 33606
Phone: 656-285-7825
Email: rpalacio@dgpmail.net

II. THIS PARENTING PLAN INVOLVES THE FOLLOWING MINOR CHILDREN:

<u>Name</u>	<u>Year of Birth</u>	<u>Gender</u>
N.G.D.	2009	
L.C.D.	2007	

III. JURISDICTION

1. The United States is the country of habitual residence of the children.
2. The State of Florida maintains the most significant contacts with the children and is the most appropriate forum for addressing parenting contact.
3. 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.
4. The State of Florida is the children's home state for purposes of the Uniform Child Custody Jurisdiction and Enforcement Act.

IV. **GENERAL PARENTING PRINCIPALS**

A. **Shared Decision Making.** It is in the best interest of the minor children that both parents maintain shared decision making for all major decisions that affect the children. Parents shall confer and agree upon all major decisions involving the children. Such decisions include but are not limited to:

1. Each parent shall make decisions regarding the day-to-day care and control of the children while they are with that parent.

2. Each parent shall make emergency decisions affecting the health or safety of the children, notifying the other parent at the earliest opportunity.

3. Each parent shall have access to all academic, medical and other health related information pertaining to the children and they will sign any necessary documentation ensuring that both parents have access to said records. Both parents shall share all information to such records.

4. Each parent shall be responsible for getting their own copies of records and reports directly from the school and medical facilities.

5. Each parent has independent authority to confer with the children's school, medical and health related providers and other programs with regard to the children's educational, emotional, religious and social progress.

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

7. Parents shall make sure the other parent has their current home, work and emergency address and contact information.

B. **CHILDREN'S RIGHTS.** Each child has a right:

1. To have two parents to love without fear of anger or guilt from the other.

2. To develop an independent and meaningful relationship with the other parent, and to respect the differences between parents and their homes.

3. To be absent, insulated and protected from the parent's differences with each other and arguments or discussions.

4. Be free of negative comments and behavior by one parent about the other.

5. To not be questioned about the other parent.

6. To not be used as a messenger between parents.

7. To not be exposed to third parties that say disparaging or alienating comments about a parent.

C. EDUCATION

1. The parents acknowledge the importance of a good education and working together to agree upon the best schools for their children. To that end, the parents agree that their Children shall continue to attend the school they presently attend (Shorecrest Preparatory School) through the completion of 8th grade.

High School

High school choices shall be discussed and must be agreed upon by both parents in writing, while focusing on the children's best interest. The parents anticipate that the children shall continue to attend Shorecrest Preparatory High School or an equivalent school. The Mother shall apply any discount to tuition should she be employed by any school the children attend.

2. Should one parent move, establishing residency outside of the state of Florida, the remaining parent shall take the lead in researching school options, while informing the other parent of all options in order to make a joint parental decision regarding the best high school choices. Parents shall confer and defer to the children's therapist's recommendation should they be unable to agree upon which high school is best for the children, so long as the recommendation does not exceed the children's present school tuition cost.

1. Mother's present address shall be used for school boundary determination, (zip code 33606.)
2. Both Parents must agree in writing for a child to be pulled out of school early for vacations or leisure activities, giving at least **7 days** prior notice.

3. EXTRA CURRICULAR ACTIVITIES

1. Both parents acknowledge the importance and enrichment of extracurricular activities. The parents anticipate allowing the girls to experience a variety of activities throughout their school years, as has been their custom to date. Both parents shall mutually agree upon extra-curricular activities and a yearly budget for activities in writing, in advance of enrolling the children in an activity.

2. **Extracurricular Budget Process:** The parents shall meet twice a year, no later than **August 1st** and no later than **February 1st** in order to establish a written agreed upon extra-curricular budget for each child. The established budget may be exceeded with both parents' agreement in writing. Both parents shall financially contribute to the agreed upon extra-curricular budget (per the agreed upon written budget each year) on a pro-rata basis as determined by the marital settlement agreement. Parents will open a

joint account in which the yearly extracurricular budget will be deposited as well as any additional funds the parents agree upon each year for the children's activities. This account shall be funded by **August 15th** and again by **February 15th** of each year. Parents agree to apply any excess funds at the end of the year towards the following years extracurricular budget.

1. Unless otherwise agreed upon, the parent with the minor children agree to be consistent in taking the children to activities and responsible for transporting the children to and from mutually agreed upon extra-curricular activities during their timeshare and providing all necessary uniforms and equipment within the parent's possession.

2. Both parents have the right to attend any and all children's activities, regardless of whose timeshare it is.

3. Both Parents agree to give the other parent notice (texts or email) regarding allowing the children to miss ongoing sports commitments or extracurricular commitments. The children's wishes and activities shall be considered when making such decisions.

4. MEDICAL

1. Parents shall discuss all major medical, psychological, counseling, therapeutic, optical, orthodontic, and dental or other health related care and needs of the children. Mother shall take the lead in researching and scheduling health care appointments for the children, while informing and discussing options with Father. All major medical decisions, absent from an emergency which precludes the ability to communicate with the other parent, must be a joint decision, although either parent may consent to mental health treatment for the children.

2. In the event of serious illness, accident or hospitalization affecting the health of the children, the parent with the knowledge of such event shall immediately notify the other parent.

3. A parent scheduling a routine appointment for the children will add the appoint to the joint child calendar as soon as it is scheduled, allowing both parents to attend any and all health-related child appointments.

4. Costs of Uncovered Medical and Copayments: Parents agree that the cost of uncovered medical expenses, copayments or deductibles shall be paid on a pro-rata basis, as determined by the marital settlement agreement, after first using the funds in the Father's Health Care Savings account.

V. SCHEDULING

A. School Calendar

1. On or prior to **August 1** of each year, both parents shall obtain a copy of the school calendar(s) for the next school year to discuss any issues or conflicts that may arise between the academic calendars, sports calendars and the party's timeshare schedule.

2. The parents shall follow the school calendar(s) of any schools the children attend.

B. Academic Break Definition

1. Unless otherwise specified in this agreement, the academic break periods or holidays begin at the end of the last scheduled day of classes (school dismissal) before the holiday or break and ends on the evening before school resumes, no later than 3 hours before their regular bedtime.

C. Schedule Conflicts/Changes

1. Unless agreed otherwise, In the event holiday or vacation times conflict with the ongoing parenting time, the scheduled holiday or vacation time-sharing shall have precedence over the regular timeshare schedule.

2. **Request for a schedule change while both parents live in Tampa, Florida:** A parent making a request for a schedule change will make the request, in writing and as soon as possible, but in any event, except in cases of emergency, no less than **72 hours** before the change is to occur. Should the other parent be unavailable to care for the children, it will be the regular timesharing parent's responsibility to arrange another childcare from the approved childcare list.

3. **Request of a schedule change when one parent resides outside of Tampa, Florida:** A parent making a request of a schedule change will make the request, in writing, and as soon as possible, but in any event, except in cases of emergency, no less than **14 days** before the change is to occur. A parent requesting a change in the schedule will incur any additional costs caused by the change.

4. **Make-Up Timeshare:** Parents agree to make best efforts to accommodate "make up" time should a parent need to forgo regular timeshare due to work, so long as proper notice (72 hours; in section C #2 if both parents live in Florida and 14 days if one parents lives outside of Florida C #3) is given for make-up time. Make-up days must be mutually agreed upon in writing.

5. A timeshare parent may proceed with other plans with the children should the other parent be more than 30 minutes late to pick up the children, without contacting the other parent (text messages or call).

VI. COMMUNICATION BETWEEN PARENTS

1. All communication regarding the children shall be between the parents using text messaging, telephonic, email and any other agreeable means that are mutually agreeable to both parents.

VII. COMMUNICATION BETWEEN PARENT AND CHILD

1. Parents agree that the children are free to contact either parent whenever they wish, regardless of whose timeshare it is. The parent who is not enjoying timeshare shall be entitled to telephonic and/or facetime contact with the children daily, using the children's cell phones or internet devices directly, so long as the call does not interfere with the children's routine or bedtimes.

2. Parents agree not to interfere or monitor the telephonic or facetime contact between the children and the other parent.

VIII. CHILD CARE PROVIDERS

1. Parents shall agree to create a predetermined childcare and child transporter list in writing while in Florida and outside of Florida. Parents agree to not defer from this childcare list unless the other parent agrees in writing,

2. The cost of any childcare provider utilized by the parties shall be borne by the parent utilizing the childcare provider, unless otherwise agreed to by the parents.

3. Parents agree that the children need ongoing supervision and care, having said that, they agree to not leave the children home alone for prolonged periods without notifying the other parent. Parents shall notify the other parent should the children be left home alone while on vacation outside of Florida.

4. Parents agree that the children may enjoy sleep overs with friends, if the other parent has no safety concerns. A timesharing parent who wishes to allow the children to sleep over a friend's home shall inform the other parent in advance about the sleep over and the address where the child will be spending the night.

IX. TRANSPORTATION AND EXCHANGE

A. All necessary information will accompany the children including:

1. Medicine and dosage in original packaging.

2. Homework assignments, school projects and directions.
3. Information or equipment needed for social or sports activities.
4. Children's personal effects/belongings shall be provided to the parent by the transporting parent.
5. Unless otherwise agreed, the parent **starting** timeshare with the children will pick up the children. Parents agree to communicate with one another regarding accommodations, as needed.
6. Unless otherwise agreed, exchanges shall occur from school or from parental homes.

B. **Out of State Travel:** Either parent may travel out of the state with the children. Parents traveling out of the state agree to give the other parent at least **14 days'** written notice before traveling and will provide the other parent with a detailed itinerary, including flight numbers and times and all other travel details specific to location(s) of accommodations and telephone numbers where the children and traveling Parent may be reached during the trip at least **7 days** before traveling. Any last minute or real time travel changes are to be communicated as soon as possible.

C. **Out of the Country Travel:** Either parent may travel out of the country with the children. Parents traveling out of the country agree to give the other parent at least **30 days** written notice before traveling and will provide the other parent with a detailed itinerary, including flight numbers and times and all other travel details specific to location(s) of accommodations and telephone numbers where the children and traveling parent may be reached during the trip at least **14 days** before traveling. Any last minute or real time travel changes are to be communicated as soon as possible.

D. Neither parent will travel with the children to any nation for which the United States Department has issued a travel warning of alerts level 3 ("reconsider travel to") or 4 ("do not travel to") for all countries or which are not a signatory of the Convention on the Civil Aspects of International Child Abduction enacted at The Hague Convention, unless approved by both parents in writing. The parents acknowledge that Mexico City holds a special place in the children's hearts, including their maternal extended family. Parents agree to work together to consider travel to visit that family, even if a level 3 is in place should there be unusual circumstances.

E. Parents agree to be cooperative with each other and will provide passports, Global Entry cards and or any other documentation needed for international travel on a timely basis. Mother will retain the children's passports and Global Entry Cards. The children's passports and Global Entry cards will be provided to Father within 48 hours of a written request and shall be returned to Mother within 48 hours of the children returning from a trip. Parents will equally share in the cost of renewing children's passport and Global Entry cards.

F. Should One Parent Reside Outside of Florida:

1. Parents agree that should the children need to fly to another state for timeshare they will be accompanied by an approved care provider until the youngest child is 15 years old.
2. The cost of the children's flights and transportation and the travel costs of any approved accompanying adult shall be addressed in the Marital Settlement Agreement.
3. The Parents shall work together to purchase the most convenient, appropriate child travel times and the least expensive airline tickets.

X. CHANGES OR MODIFICATIONS TO THIS PLAN

1. Temporary changes to this plan may be made only if both parents agree to the changes in writing (text/email acceptable). However, if there is a dispute, the parenting plan shall remain in effect until further order of the court.

XI. DISPUTES OR CONFLICT RESOLUTION

1. Parents shall attempt to resolve disputes, which may arise over the terms of this parenting plan, outside of the presence of their children. Parents agree to use the following dispute resolution methods in the following order: 1. Use the services of the children's therapists, Dr. Ashley Vigil-Otero, Dr. Stacey Jacobson and Dr. Kristy Roberts (joint family therapist) or another mutually agreed upon therapist. 2. Return to the collaborative process. 3. Use mediation, before filing a court action. Parents agree to share in the cost of dispute resolution regarding the terms of this parenting plan on a pro-rata basis as determined by the marital settlement agreement.

XII. TIME-SHARING PLAN

1. The Parents have agreed to the below time-share schedule as an achievable goal, to be implemented over time, on a transitional basis, guided by the recommendations of the children's therapists, Dr. Ashley Vigil-Otero & Dr. Stacey Jacobson, and recommendations of the joint family therapist, Dr. Kristi Roberts. The Parents anticipate that this transition will occur within one calendar year of signing this agreement but were unable to agree at the time of signing this parenting plan about whether or not to defer to the therapeutic recommendations in the event that those recommendations would place the commencement of full implementation beyond one year from the date of signing. If the parents cannot agree about whether it is appropriate to defer to therapeutic recommendations placing full implementation beyond one year, they will employ the dispute resolution methods of XI (1) of this parenting plan in good faith. In the unlikely event that the dispute resolution methods do not result in agreement on the timing of the full implementation of the below time-sharing schedule, either parent may seek resolution of the issue by motion, and the issue shall be resolved *de novo*, without a greater burden on either parent.

A. WEEKDAY AND WEEKEND SCHEDULE DURING THE SCHOOL YEAR:

1. While both Parents are residing in Tampa, Florida:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Wk 1	M	M	M	F	F	F	F
Wk 2	M	M	M	M	M	M	M

A. The children shall spend time with **Father** every other Thursday beginning at school dismissal, Friday and Saturday including overnights, returning to Mother on Sunday by 3 pm during the school year. Additionally, the children may enjoy frequent and liberal midweek visits with Father so long as advance notice is given (as defined in section V. C #2)

B. The Children shall spend time with **Mother** every Monday, Tuesday, Wednesday, including overnights and every other Thursday, Friday, Saturday and Sunday, including overnights during the school year.

C. The parents acknowledge that the children’s timeshare with Father may increase over time, while Father resides in Tampa, Florida, in conjunction with the therapeutic recommendations.

2. Should one Parent reside outside of Tampa, Florida:

A. The out of state parent would enjoy one 3-day weekend per month, beginning on Friday at school dismissal, (or Thursday at school dismissal should Friday be a non-school day) returning to the other parent on Monday, no later than 6pm or Sunday, by 6 pm, if school resumes on Monday. The out of state parent would have the option to enjoy this timeshare weekend in Tampa or fly the children to the new home state. Parents will work together, Meeting on or before **August 1st** of each year to identify a 3- day weekend each month, unless this weekend will be inclusive of a holiday. Both parents agree to give the out of state Parent first choice of 3-day weekends, unless otherwise stipulated in the holiday section.

B. Should Father reside outside of Tampa, Florida, he will only schedule timeshare weekends when he is not ‘on call’ and is able to care for the girls throughout his timeshare weekend.

B. WEEKDAY AND WEEKEND SCHEDULE DURING SUMMER

1. While both parents are residing in Tampa, Florida:

A. The summer shall be divided between parents, giving Father 6 summer weeks and Mother 4 summer weeks each summer, while considering the children’s camps and travel opportunities. Parents will meet no later than Jan 15th to discuss the specific dates,

ensuring that both parents have 2 weeks of uninterrupted timeshare. Parents will work together to expose the children to travel, time for family traditions and to consider camps or experiences the children wish to attend when dividing the summer weeks. The non-timeshare parent will have liberal and flexible access to the children during the summer, so long as notice is given (Section V. C. #2) and it does not interfere with the children's camps and schedules, or the timeshare parents plans with the children.

2. Should one parent reside outside of Tampa, Florida:

A. The summer shall be divided between parents, giving Father 6 summer weeks and Mother 4 summer weeks of timeshare while considering the children's camp and travel opportunities. Parents will meet no later than Jan 15th to discuss the specific dates, ensuring that both parents have 2 uninterrupted weeks of timeshare. Parents will work together to expose the children to travel, time for family traditions and to consider camps or experiences the children may wish to attend when dividing up the summer weeks. The non-timeshare parent shall have liberal and flexible access to the children during the summer, so long as notice is given (Section V. C #3) and it does not interfere with the children camps, schedules or the timeshare parents plans with the children.

B. Father shall select summer weeks when he is 'not on call' to ensure the children, feel safe and are cared for.

1. C. HOLIDAY SCHEDULE

1. **Mother's Day Weekend:** Shall be enjoyed by Mother every year, beginning on Friday at school dismissal including over nights returning to the regular schedule on Sunday no later than 6pm.

2. **Father's Day Weekend:** Shall be enjoyed by Father every year, beginning on Friday by 8 pm, including overnights, returning to the regular schedule Sunday by 8 p m.

3. **4th of July:** Shall alternate yearly unless agreed otherwise. Parents will address who has timeshare during a given year during their quarterly meeting, while considering the children's overnight summer camp schedules.

4. **Labor Day Weekend:** Shall be enjoyed by Mother every year, beginning on Friday, at school dismissal, returning to the regular schedule on Monday by 6 pm.

5. **Memorial Day Weekend:** Shall be enjoyed by Father every year, beginning on Friday, at school dismissal, returning to the regular schedule on Monday by 6 pm.

6. **All other Friday/Monday Non-school days:** Shall follow the regular schedule. Parents shall address the sharing of these non-school days during their quarterly meeting, giving priority to an out of state parent to enjoy these long weekends.

7. **Children's Birthdays:** The regular timeshare schedule shall be followed. Both parents will work together to enjoy the children on their birthdays.

8. **Thanksgiving Holiday:** Shall be enjoyed in its entirety by Mother every year.

9. **Winter Break:** The non-school days shall be divided between parents each year, giving Christmas Eve and Christmas Day to one parent and New Year's Eve and New Year's Day to the other Parent in a given year. The holidays shall alternate each year unless agreed otherwise. The Parents will discuss the specific division of this break during their quarterly meeting each year, allowing consecutive time for travel and giving the children a voice regarding the holiday plan.

10. **Spring Break:** Shall be enjoyed in its entirety by Father every year.

XIII. DESIGNATION FOR OTHER LEGAL PURPOSES

The Children named in this Parenting Plan are scheduled to reside the majority of time with the Mother. This majority designation is SOLELY for the purposes of all other state and federal laws which require such a designation. ***This designation does not affect either parent's rights or responsibilities under this Parenting Plan.***

XIV. RELOCATION

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

XV. NUMBER OF OVERNIGHTS

1. Based upon the time-sharing schedule, the Mother has a total of 221 overnights per year and Father has a total of 144 overnights per year.

XVI. OTHER PROVISIONS

1. Parents agree to introduce third parties (boyfriend and girlfriends) to the other parent before introducing them to the children.

2. Parents agree that no third party (boyfriend or girlfriend) shall make parenting decisions or discipline the minor children.

SIGNATURE OF PARENTS

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

Sep 2, 2021

Date

Rebeca Gomez Palacio
Rebeca Gomez Palacio (Sep 2, 2021 17:45 EDT)

REBECA GOMEZ PALACIO

Sep 2, 2021

Date

Marco L Davila
Marco L Davila (Sep 2, 2021 17:41 EDT)

MARCO DAVILA









PALACIO:DAVILA PP

Final Audit Report

2021-09-02

Created:	2021-09-02
By:	Alice Boulosa (aboulosa@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdEod4mwEycN6i5cQII7_38NAhTGuJyUk

"PALACIO:DAVILA PP" History

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