

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL  
CIRCUIT, IN AND FOR LEON COUNTY, FLORIDA

IN RE: The Former Marriage of

**STEPHANIE COLLINS MOON,**  
Former Wife,

CASE NO: 2019-DR-566

and

**CRAIG ALAN MOON,**  
Former Husband.

**MEDIATED MODIFICATION AGREEMENT**

**THIS MEDIATED MODIFICATION AGREEMENT** was made and entered into effective January 19, 2023 by and between **CRAIG ALAN MOON** ("Former Husband" or "Father") and **STEPHANIE COLLINS MOON** ("Former Wife" or "Mother"), the Parties stipulate and agree as follows:

**WITNESSETH:**

WHEREAS, the Parties are now former HUSBAND and WIFE. A Final Judgment of Dissolution of Marriage was entered on April 17, 2019. That Final Judgment approved, adopted, and incorporated a Marital Settlement Agreement dated February 22, 2019. ("MSA"). Since the entry of the Final Judgment, both parties have filed pleadings to modify the MSA; and

WHEREAS, the Parties have two (2) minor children: ALM (age 11) and CGM (age 7); and

WHEREAS, the Parties have completed mediation with Cheryl L. Gentry and reached an agreement resolving all pending issues.

**NOW, THEREFORE,** in consideration of the mutual covenants and conditions contained in this Agreement, and in consideration of the obligations accepted by the Parties, as well as other

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good and valuable consideration provided for in this Agreement, the Parties agree and stipulate to the following terms:

1. **ACKNOWLEDGMENT OF FAIRNESS OF AGREEMENT.** The Parties have read this Agreement and they believe and acknowledge this Agreement is fair, just, and reasonable. The Parties are acting without coercion or duress, and freely and voluntarily assent to its terms and accept its conditions, obligations and mutual agreements.

2. **REPRESENTATION BY COUNSEL.** The Former Wife has been represented by Ian Puczkowski and the Former Husband has been represented by Thomas J. Schulte, Jr.

3. The Parties stipulate and agree the following paragraphs of this Agreement shall replace and supercede all portions of the MSA which are specifically modified by these terms. The remainder of the MSA shall remain in full force and effect.

A. **SHARED PARENTAL RESPONSIBILITY.**

(i) Parental responsibility for the minor children shall be shared by both parents.

(ii) The Parties shall consult with the other when important decisions must be made in regard to the minor children including questions related to the children's healthcare, school and educational programs, and other responsibilities unique to this family. The Parties shall not unilaterally make determinations on such issues if there is a disagreement but shall attempt to resolve the issue in the best interest of the children. The Parties shall work cooperatively in making future plans consistent with the best interest of the children and amicably resolve any disputes that arise. The Parties understand the importance that each of them play in the children's lives and will take all steps reasonably possible to assure both parents are permitted and encouraged to have an active role in their children's upbringing. The Parties agree to keep the other informed of any issue which is



or needs to be addressed with a psychologist or other mental health professional, educator, medical professional, law enforcement, or other professional regarding the children.

(iii) Each Party shall insure the children are allowed unhampered contact and free access with the other Party. Each shall encourage a feeling of affection between the minor children and the other Party. Neither Party shall do anything to hamper the natural development of the minor children's love and respect for the other Party. Neither Party shall do anything to estrange the children from the other parent or a Party's spouse/significant other or to injure the opinions of the children as to that other parent or a Party's spouse/significant other. The Parties shall not make disparaging remarks about the other parent or a Party's spouse/significant other to the children nor shall they permit others to do so in their presence.

(iv) All communications regarding the children shall be between the parents. The parents shall not use the children as a messenger to convey information, ask questions, or to set up schedule changes. Each Party shall make all reasonable efforts to facilitate communication between the other Party and the children, by telephone, electronic mail, and otherwise. However, in every event, such communication shall be reasonable in nature.

The Parties shall primarily communicate by TalkingParents.com, except in the case of an emergency involving the children. The Parties shall sign up for this App within 24 hours of this Agreement. When the terms of this Agreement require the Parties to agree "in writing", communications on TalkingParents.com is such a writing.

The Parties shall be permitted to contact the children one time per day (between 8:00 a.m. and 8:00 p.m.) when the child is with the other parent. The calls shall be



reasonable in length given the children's ages. The children shall have privacy when speaking to the parent and neither Party shall monitor the calls.

The Parties shall share and have equal access to all electronic devices and social media of the children, including sharing of all passwords, for the children's devices. These devices shall have age-appropriate parental controls installed. The children's phone(s) shall remain with the child unless a parent restricts the phone for disciplinary purposes, but even in that event, the children shall be permitted to call the other parent.

(v) Each Party shall have the right to participate in and attend the children's activities and special events, such as religious activities, school programs, sports events, and other extracurricular activities and important social events. Both parents shall be listed as emergency contacts for the children.

(vi) Each Party shall make decisions regarding day-to-day care and control of the children while the children are residing with that parent, and each Party shall be entitled to make emergency decisions that affect the health or safety of the children when the children are residing with that parent. However, if either Party is required to make an emergency decision with regard to the minor children, that Party shall notify the other parent as soon as possible. If a child is hospitalized, both Parties shall have unlimited visitation with the child. Each Party shall have equal and independent access to the records and information pertaining to the minor children, including but not limited to, medical, dental, and school records.

(vii) The minor children shall continue to be known by the surname of the Former Husband. For no reason shall the minor children use the name of any subsequent spouse of the

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Former Wife. The Parties will ensure that the designations of "Mother" and "Father" and the derivative of those terms, are used by the minor children to refer only to the Parties.

(viii) Each Party has a continuing responsibility to provide a current residential and mailing address and contact telephone number(s) to the other parent. Each Party shall notify the other parent promptly of any change of address or telephone number. During their respective periods of residency, the Parties shall keep each other informed if the children are out of town overnight from their residence with a parent, provide a general location for the children in that event, and an emergency contact number.

(ix) If for any reason a child is not or will not be in school, the parent with whom the children are residing during that time shall notify both the school and the other parent that the child(ren) will not or are not in school and the reason(s) for such absence. The Parties shall insure the children are delivered to school timely and that the children regularly attend each day of school.

(x) Neither Party shall drink alcoholic beverages to excess when the children are with them.

(xi) In the event a parent seeks to relocate with the minor children more than 50 miles away from that parent's current residence, such parent shall comply with the provisions of Section 61.13001, F.S.

(xii) Florida is the home state of the Mother and the state where the final Judgment was entered. Accordingly, Florida continues to have jurisdiction to determine child custody, parental responsibility, time-sharing, rights of custody, and rights of access concerning the children under the Parental Kidnaping Prevention Act (PKPA), under the International Child Abduction Remedies Act (ICARA), under the Convention on the Civil Aspects of International Child Abduction.

B. TIME SHARING PLAN- PARENTING SCHEDULE. The Parties understand that they may alter the parenting schedule provided in this paragraph as is convenient, appropriate and in the best interest of the children, but such alteration must be agreed to by both of the Parties. No alteration shall become permanent unless it is ordered by the Court. For all times not listed as the Mother's time, the children shall be with the Father. Accordingly, the children shall be with the Parties as follows:

(i) Weekends. The children shall be with the Mother on Thursday after school (or at 5:00 p.m. if there is no school) until the following Sunday at 5:00 p.m. for the first, third and fourth weekends of each month. The Mother's having the children on these Thursdays is conditioned upon the children staying the night in Thomasville and the children attending school on the following Fridays.

(ii) Holidays:

(a) Spring Break: Every Spring Break the children shall be with the Mother from the day school is out for Spring Break until the Wednesday during Spring Break at 4:00 p.m. Every Spring Break the children shall be with the Father from the Wednesday of Spring Break until the children return to school after Spring Break.

(b) Thanksgiving. Every Thanksgiving the children shall be with the Mother from the day school is out for Thanksgiving until 6:00 p.m. on Thanksgiving Day. Every Thanksgiving the children shall be with the Father from Thanksgiving Day at 6:00 p.m. until the children return to school after Thanksgiving.

(c) Christmas. "Christmas Break" shall be divided into two (2) periods of time. The first one-half shall begin when school is out for the holiday and it shall end on December 26<sup>th</sup>

at 12:00 p.m. noon. The second one half shall begin on December 26<sup>th</sup> at 12:00 p.m. noon and end the day before school resuming from the holiday. The Former Wife shall have the first one half of the holiday period in each even numbered year (and the second one half on each odd numbered year) and the Former Husband the first one half in each odd numbered year (and the second one half in each even numbered year). However, for 2023 only, the Father shall have the children from the time school is out for the holiday break until December 24, 2023 at 12:00 p.m. noon and the Mother shall have the children from December 24, 2023 at 12:00 noon until the day prior to school resuming.

(d) **Summer.** The children shall be with the Father during the Summer as follows: June: the last full week of June (consisting of a Friday to next Friday); July: beginning on the second Friday in July at 4:00 p.m. until the following Friday at 4:00 p.m.; August: seven overnights before school resumes in the Fall (beginning at 4:00 p.m.). Except as outlined herein, the Summer weeks shall begin the first Friday after school is out for the Summer. The weeks shall begin on Friday at 4:00 p.m. and end the following Friday at 4:00 p.m. The remainder of the Summer (except for Father's Day weekend, as provided below) the children shall be with the Mother.

(f) **Mother's Day and Father's Day.** The children shall be with the Mother for Mother's Day (and with the Father for Father's Day) from the weekend from Friday at 4:00 p.m. until Sunday at 4:00 p.m.

(g) **Priority.** When in conflict and not otherwise designated herein, the holiday and schedule as outlined above shall have priority over all other residential periods. Thus, Holiday timesharing takes precedence over the Parties' regular timesharing schedule and there are no make up visits due to a miss caused by the holiday schedule.

(h) Miscellaneous. Whenever possible the exchanges shall be at the children's school. If the transition is not at school, then the transition shall be at the other Party's home, unless both Parties agree to a different meeting place. Unless otherwise provided for herein, the parent or that parent's designee shall be responsible for picking up the children at the beginning of that parent's time sharing.

C. CHILD SUPPORT.

(i) On-Going Support. Beginning on February 2, 2023 and then thereafter on the first day of each and every month thereafter, the Father shall pay child support to the Mother by Income Withholding Order ("IWO") and through the State Disbursement Unit ("SDU"), the sum of \$170.00/month. The Father's attorney shall prepare the IWO. Until the IWO is in place, the Father shall timely pay the child support directly to SDU.

The Parties' children attend a Brookwood School, a private school in Thomasville, Georgia. For 2022-2023 school year, the annual tuition for the son is \$12,805 and is \$13,635 for the daughter (and the daughter also has an annual technology fee of \$375.00. The daughter's ARC annual expense is \$700.00. The Father also received a \$6,000 scholarship for the children to reduce the tuition bill. Thus, the net, after scholarship, cost is \$21,515.00 for both children (and to calculate on a monthly basis for the purposes of child support is \$1,792.92). The Parties shall share that expense with the Father paying 75% and the Mother 25%. Thus, the Mother's 25% of such monthly amount is \$448.00. Rather than the Parties exchange checks for child support and the tuition/ARC/technology fee, the Mother's 25% of these private school costs shall be subtracted from the Father's child support guideline amount. Although the math does not match perfectly, the Parties have reached a compromise and the Father shall pay \$170.00/month as child support to the Mother



(after the adjustment for sharing the listed private school expenses. Additionally, the Father shall pay the private school expense of the children for books, registration/re-enrollment fees, and other fees associated with the private school. Should the children no longer attend Brookwood School, then the Father's default child support obligation shall be \$567.00/month effective the first day of the month following the children leaving this school, until modified by the Court.

A copy of the child support guideline worksheet is attached hereto as Exhibit "A".

(ii) Extracurricular Activities. The Parties shall each pay 50% of the cost/expense of the children's extracurricular, school trips, and other activities which have been agreed to in writing.

(iii) Child care. The Parties shall be responsible for payment of any child care costs during their parenting time.

(iv) Termination of Support. The child support shall terminate for each child upon that child's reaching the age of eighteen, (however, if the child is still in high school and has a reasonable expectation of graduation by the child's nineteenth birthday, then it shall terminate upon such graduation), the child's or parties' death, or the child's marriage or other emancipation. The Parties agree there is no support arrearage.

E. HEALTH INSURANCE. The Former Husband shall continue to maintain medical insurance on the Parties' minor children for so long as the cost of that insurance is reasonably affordable and the Parties have a child support obligation. Presently, cost of the children's portion of the health insurance is \$139.27/month.

The Parties shall each be equally responsible for all reasonable and necessary unreimbursed medical, dental, orthodontic (including braces), optical, psychological and other expenses incurred by the Parties' minor children.

The Party paying the expense shall provide a copy of the unreimbursed expense to the other Party within 30 days after they receive a copy of the bill, or failing to do so reimbursement for that claim is waived. The other Party shall pay their portion of the expense within 30 days thereafter.

F. **TAXES.** The Parties shall each be entitled to claim one minor child each year as a dependant and for all tax benefits and/or credits. The Mother shall claim the oldest child and the Father the youngest. Once the Parties only have one child who may be so claimed, then they shall rotate the ability to do so for the remaining child with the Father doing so in even numbered years and the Mother in odd numbered years.

G. **QDRO.** In the Parties' MSA they were to have a QDRO prepared to divide a portion of the Former Husband's 401(k). The Parties have not had that QDRO prepared. The Parties shall retain Matthew Lundy, or any other mutually agreeable person to prepare the QDRO and equally share the cost thereof. The Former Wife is to receive 25% of the Former Husband's 401(k) as of February 1, 2019, plus or minus any gains or losses on that amount. Additional deposits since that date and the remaining amount not awarded to the Former Wife shall be the Former Husband's sole property.

4. **ATTORNEY'S AND MEDIATOR'S FEE.** Each Party shall be responsible for his or her own attorney's fees. Further, each Party shall pay 50% of the Mediator's fee.

5. **RESERVATION OF JURISDICTION.** This Court shall retain jurisdiction to enforce and/or hear and review future modifications in this cause as from time to time may become necessary.

6. **DOCUMENTS.** Each Party shall promptly sign, execute, and deliver any and all documents, instruments, and papers that may be required or necessary to fulfill the terms of this Agreement or to record it.

7. **REPRESENTATIONS/AUTHORSHIP:** Each Party has reviewed this Agreement with his or her respective attorney. Each Party fully understands the facts and has been informed as to his or her legal rights or obligations pursuant to the laws of Florida and this Agreement. Each Party is signing this Agreement freely and voluntarily intending to be bound by it. The Parties also agree in the event it becomes necessary for any reason that any provision of this Agreement be construed, this Agreement shall be construed as if jointly prepared by the Parties and shall not be construed for or against any Party based upon authorship of the Agreement. Further, the Parties understand that the attorneys are not accountants/tax experts and that the attorneys have not provided any advice regarding the tax effect/consequences of this Agreement.

8. **DISCLOSURE.** Each Party has made a full, frank, and complete financial disclosure of his or her assets, liabilities, income, and expenses to the other Party. Each Party acknowledges he or she has had sufficient time and opportunity to satisfy himself or herself to the completeness and accuracy of the disclosure of the other's financial status. Both Parties waive any further disclosure from the other as is required under the Florida Family Law Rules.

9. MODIFICATION OR AMENDMENT, No addendum, modification, or waiver of any of the terms of this Agreement shall be effective, unless in writing, signed by both of the Parties and executed in the same manner as this Agreement.


10. DEFAULT OR 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 events surrounding that waiver.

11. RATIFICATION BY A COURT. The Parties shall file this Agreement with the Court and request the Court enter an Order requiring the Parties to abide by the terms of this Agreement.

12. ENFORCEMENT OF THIS AGREEMENT. The Party against whom a Court Order is secured to compel performance of this Agreement, or any part hereof, agrees to pay the prevailing Party all costs and reasonable attorney's fees and costs in connection with such proceeding, whether incurred at trial or on appeal.

IN WITNESS WHEREOF, the Parties have executed this Mediated Modification Agreement the day and year first above written.

  
STEPHANIE COLLINS MOON

  
CRAIG ALAN MOON  
Former Husband

  
IAN PUCZKOWSKI

  
THOMAS J. SCHULTE, JR.  
Attorney for Former Husband

  
CHERYL LAGENTRY, Mediator

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FLORIDA DEPARTMENT OF REVENUE  
CHILD SUPPORT PROGRAM  
CHILD SUPPORT GUIDELINES WORKSHEET  
IN THE CIRCUIT COURT OF THE 2nd JUDICIAL CIRCUIT  
IN AND FOR LEON COUNTY, FLORIDA

**MOON, Stephanie, Petitioner**  
vs.  
**MOON, Craig, Respondent**

cc#: 2019DR566

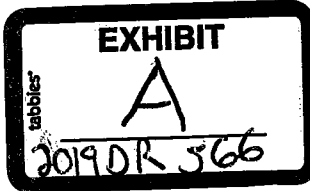
Legal/Alleged Obligor(s): [ ]Mother [ ]Legal/Alleged Father  
Obligee: [ ]Mother [ ]Legal/Alleged Father [ ]Nonparent Custodian

Tax Year (**See Note Below)	01/01/2023-09/29/2023	
Number of Children	2	
	<b>MOTHER</b>	<b>FATHER</b>
Filing Status (s = single, m = married)	s	M
Withholding Allowances Claimed	1	1
1. Child Care	\$0.00	\$0.00
2. Health Ins. Cost for Children	\$0.00	\$139.27
3. SSD/SSR Benefits Paid to Children	\$0.00	\$0.00
<b>4. Gross Monthly (Non-Taxable) Income</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>5. Gross Monthly (Taxable) Income</b>	<b>\$3,200.00</b>	<b>\$10,125.92</b>
6. Federal Withholding	\$270.16	\$1,095.50
7. FICA	\$244.80	\$774.64
8. Health Care Costs (minus costs for child)	\$215.00	\$99.00
9. Legally Ordered Child Support	\$0.00	\$0.00
10. Other Allowable Deductions	\$0.00	\$587.30
11. Self Employed? (yes: 1, no: 0)	0	0
<b>12. Net Monthly Inc.</b>	<b>\$2,470.04</b>	<b>\$7,569.48</b>
<b>13. Combined Net Monthly Inc.</b>	<b>\$10,039.52</b>	<b>\$10,039.52</b>
<b>14. Share of Support (line 12 / line 13)</b>	<b>0.25</b>	<b>0.75</b>
<b>15. Income Over \$10,000</b>	<b>\$39.52</b>	<b>\$39.52</b>
<b>16. Table A Support Need</b>	<b>\$2,228.00</b>	<b>\$2,228.00</b>
17. Add. Sup. Need For Inc. > \$10,000	\$2.96	\$2.96
<b>18. Basic Monthly Support Need</b>	<b>\$2,230.96</b>	<b>\$2,230.96</b>
<b>19. Basic Support Obligation (#18 x #14)</b>	<b>\$557.74</b>	<b>\$1,673.22</b>
20. Basic Obligation X 1.5 (#19 x 1.5)	\$836.61	\$2,509.83
21. % "Overnight Stays" with other parent	57%	43%
22. Adjusted for "Overnight Stays" (#20 x #21)	\$476.87	\$1,079.23
<b>23. Monthly Support (before expenses)</b> (the diff between each parent's oblig on line 22)	<b>(\$602.36)</b>	<b>\$602.36</b>
24. Share of Child Care Expense	\$0.00	\$0.00
25. Share of Health Ins. Cost for Children	\$34.82	\$104.45
26. Credit For Insurance	(\$0.00)	(\$139.27)
27. Credit For Child Care	(\$0.00)	(\$0.00)
28. Credit For SSD/SSR Benefits	(\$0.00)	(\$0.00)
<b>29. Monthly Child Support Obligation</b>	<b>(\$567.54)</b>	<b>\$567.54</b>

*This amount does not include the sharing of the private school expenses.*  
*See Paragraph in 3c of attached Agreement*

Date: 01/19/23

Name/Title: \_\_\_\_\_



\*\*Tax years entered as YYYY.X reflect a mid-year tax change.