

**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:

ERIC K. JOHNSON,
Petitioner/Husband,

Case No.: 21-DR-011370

and

Division: A

JESSICA L. JOHNSON,
Respondent/Wife.

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE came before the Court upon the Parties' Marital Settlement Agreement and Agreed Parenting Plan, the Petition for Dissolution of Marriage and Other Relief filed by the Petitioner/Husband ("Husband"), and the Verified Counterpetition for Dissolution of Marriage and Other Relief filed by the Respondent/Wife ("Wife"). On November 4, 2021, the Court heard testimony and took evidence, finding that the Court has jurisdiction over the Parties and the subject matter of this action. The Court having reviewed the file, heard testimony, and received evidence, makes these findings of fact and reaches these conclusions of law:

1. The Court has jurisdiction over the parties and the subject matter of this proceeding pursuant to Chapter 61, Florida Statutes.
2. The Husband was a bona fide resident of the State of Florida continuously for more than six (6) months prior to the commencement of this action.
3. The Parties were married to each other on January 1, 2005, in Manatee County, Florida.
4. There were three (3) children born of the union, to wit: A.G.J., born 2011, L.M.J., born 2017, and M.H.J., who has deceased. No other children are in the process of being adopted, and no children are expected;
5. The Parties' marriage is irretrievably broken.
6. On July 12, 2022, the Parties entered into a Marital Settlement Agreement and Agreed Parenting Plan (collectively the "Agreements"), which were filed with this Court on July 12, 2022, and are attached hereto as Composite Exhibit 1.

7. Each party entered into the Agreements freely and voluntarily, without coercion or duress. The Agreements are full and complete settlements of all matters, including parenting, timesharing, division of marital assets and liabilities, alimony and attorneys' fees and costs.

8. Specifically, the Parties' Marital Settlement Agreement states in part as follows:

ALIMONY: Commencing August 1, 2022, the Husband shall pay to Wife, durational alimony for a period of ninety-six (96) months at the rate of \$750 per month ("Alimony Obligation"). The Husband's Alimony Obligation shall cease upon the death of either Party or the remarriage of the Wife. The Alimony Obligation shall be paid directly to the Wife on or before the 5th day of each month by electronic funds transfer. Should the Husband make any payment more than ten (10) days after it is due, the Wife shall be entitled to entry of an *ex parte* income deduction order by affidavit. The Parties agree, except as specifically set forth in this Agreement, to waive all other forms of alimony of any kind whatsoever from each other, including but not limited to, retroactive, temporary, rehabilitative, bridge-the-gap, permanent, and lump-sum. The waiver of retroactive, temporary, rehabilitative, bridge-the-gap, permanent, and lump-sum alimony is non-modifiable.

CHILD SUPPORT: Commencing August 1, 2022, the Husband shall pay as child support the sum of \$61.17 per month to the Wife on or before the 5th day of every month pursuant to the attached child support guidelines worksheet as Exhibit A of the Marital Settlement Agreement. These payments shall be made directly to the Wife by electronic funds transfer, which the Parties have determined is in the best interests of the minor children. Should the Husband make any payment more than ten (10) days after it is due, the Wife shall be entitled to entry of an *ex parte* income deduction order by affidavit and the Husband shall be responsible for all of the Wife's attorney fees and costs. With the full execution of this Agreement, the Parties agree that there are no child support arrearages. Child support payments shall continue for the benefit of each minor child until the minor child has reached his/her 18th birthday or has graduated from high school provided there is a reasonable expectation of graduation prior to his/her 19th birthday, whichever occurs last; or until the minor child dies, marries, enters the military service or becomes otherwise emancipated. As each child attains his/her 18th birthday, or becomes otherwise emancipated as contemplated in

this paragraph, the child support obligation for that child shall cease and the support obligation reduced. The parties shall mediate in an attempt to recalculate this amount. The change in the amount of child support to be paid will be retroactive to the date when the older child is no longer entitled to receive child support. The parties shall exchange financial information related to the calculation of child support. The financial information contemplated to be exchanged would relate solely to the information necessary to calculate child support.

9. The Court finds there are no alimony arrearages.
10. The Court finds there are no child support arrearages.
11. The Court finds the Agreed Parenting Plan and timesharing schedule is in the best interest of the minor children.
12. With respect to timesharing, the Parties' Agreed Parenting Plan states in part as

follows:

- a. **SHARED PARENTAL RESPONSIBILITY**: The Parties agree that 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 except as stated herein. Mental Health Counseling: There is one specific exception to the requirement for joint decision making related to healthcare: Pursuant to section 61.13(2)(b)(3)(a), Florida Statutes, either parent may consent to mental health treatment for the children, i.e., this specific decision does not require both parents to provide consent, although a parent who brings a child for mental health treatment is still required to notify the other parent of the mental health counselor and times of counseling.. The parents agree that the term "mental health treatment" will be limited to counseling or therapy and will not include pharmacological treatments (i.e., medications). The Parties shall have frequent and liberal timesharing at a minimum pursuant to the following terms and conditions:
- b. **Involvement**: The Parties agree to shared parenting and to continue to have a full and active role in providing a sound moral, social, economic and educational environment for the minor children. The Parties agree not to frustrate, deny or control, in any manner, the social development of the other parent with the minor children. The Parties will exert their best efforts to work cooperatively in future plans consistent with the best interests of the minor children and in amicably resolving such disputes

as may arise. The physical place and schedule of the minor children shall be in accordance with those guidelines set forth below, and the Parties agree to assure each other that the minor children will have frequent and continuing contact with each of the Parties. Furthermore, the Parties may alter the timesharing/holiday schedule as mutually agreed.

c. **Timesharing:**

1. Regular Schedule: Commencing July 15, 2022, The parties shall rotate the parenting times weekly as follows:

- a. Week 1: The Father shall have overnight timesharing with the minor children on Friday, picking them up after school and having them overnight until drop-off at school the following Friday morning.
- b. Week 2: The Mother shall have overnight timesharing with the minor children on Friday, picking them up after school and having them overnight until drop-off at school the following Friday morning.

c. The Regular Schedule is shown graphically below:

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
#1	Mother	Mother	Mother	Mother	Father	Father	Father
#2	Father	Father	Father	Father	Mother	Mother	Mother

2. **Holiday / Summer Break Timesharing Schedule:** The Parties concur that this holiday/Summer Break timesharing schedule shall take priority over regular schedule timesharing, and that they will alter the regular timesharing schedule after determining the holiday schedule for each year. Furthermore, the Parties shall then adjust the regular timesharing schedule so that each Party shall have frequent access to the minor children. This may include but is not limited to dividing weekends and other mechanisms that the Parties mutually determine is in the best interests of the minor children. Both Parties shall use and refer to written calendars for the children’s schedules.

3. *Spring Break:* In odd-numbered years, the Mother shall have timesharing with the minor children for the entire Spring break holiday, from the date school is let out for the Spring break holiday, returning the children to school. In even-numbered years, this schedule shall reverse with the Father enjoying identical

timesharing. If Easter falls during Spring Break, the Spring Break provision controls. If L.M.J.'s birthday falls during Spring Break, the Spring Break provisions controls.

4. Easter: In even numbered years, the Mother shall have timesharing with the minor children for Easter Sunday from Saturday at 6:00 p.m. returning the children to school on Monday. In odd-numbered years, this schedule shall reverse with the Father enjoying identical timesharing. Should Spring Break overlap with Easter, the Spring Break timesharing schedule shall control.
5. Memorial Day: In even numbered years, the Mother shall have timesharing with the minor children for the entire holiday weekend from Friday through Tuesday morning. In odd numbered years, this schedule shall reverse with the Father enjoying identical timesharing. In the event A.G.J.'s birthday falls on Memorial Day timesharing, the Memorial Day timesharing provision shall control.
6. Labor Day: In odd-numbered years, the Mother shall have timesharing with the minor children for the entire holiday weekend from Friday through Tuesday morning. In even-numbered years, this schedule shall reverse with the Father enjoying identical timesharing.
7. Thanksgiving Holidays: In even-numbered years, the Father shall have timesharing with the minor children from the date school lets out for the Thanksgiving holiday through the following Monday morning, returning the minor children to school in a timely manner. In odd-numbered years, the Mother shall have timesharing with the minor children from the date school lets out for the Thanksgiving holiday through the following Monday morning, returning the minor children to school in a timely manner.
8. Winter Break: In even -numbered years, the Mother shall have timesharing with the minor children from the day school is let out through the first half of the winter break including Christmas Eve and Christmas Day, except as stated herein. In even-numbered years, the Father shall have timesharing for the second half of the winter break from the time Mom's first half of Winter Break concludes until school resumes. In odd numbered years, the Father shall have timesharing with the minor children from the day school is let out through the first half of the winter break including Christmas Eve and Christmas Day, except as stated herein. In odd numbered years, the Mother shall have timesharing for the second half of the winter break from the time Dad's first half of Winter Break concludes until school resumes. If there is an odd number of overnights, then the "odd overnight" shall always be part of the first half of winter break.
9. Summer Break: Each Party shall have the option of two (2) full weeks of timesharing with the minor children each summer break, which may be taken consecutively. In even numbered years the Wife shall, on or before April 15, pick her two weeks first. The Husband will then select his two weeks on or before

April 30. In even numbered years the Husband, on or before April 15, shall pick his two weeks first. The Wife shall then pick her two weeks on or before April 30. The Parties understand that by having two weeks of Summer Timesharing that they will actually have three weeks of uninterrupted summer timesharing each.

- a. For the remainder of the summer, the Parties shall adhere to the regular timesharing schedule as set forth herein. The Exchanges shall be from camp or at 5:00 p.m. if no camp.
 - b. The week that the children are with the Father, the Father in his sole discretion, can decide whether or not to enroll the children in camp. If he decides to enroll the children in camp, he shall be 100% responsible for paying all camp expenses.
 - c. The week that the children are with the Mother, the Mother in her sole discretion, can decide whether or not to enroll the children in camp. If she decides to enroll the children in camp, she shall be 100% responsible for paying all camp expenses.
 - d. The Mother shall not select Father's Day weekend as one of her weeks of summer timesharing.
10. Mother's Day: Every year, the Mother shall have timesharing with the minor children for the entire Mother's Day weekend.
 11. Father's Day: Every year, the Father shall have timesharing with the minor children for the entire Father's Day weekend.
 12. Halloween: In even-numbered years, the Mother shall have timesharing with the minor children for Halloween from October 31st after school/camp (or 4:00 p.m. if no school) returning the children to school (or 10:00 a.m. if no school) the next day. In odd-numbered years, this schedule shall reverse with the Father enjoying identical timesharing.
 13. Birthdays: The Parents shall also consult with each other prior to planning any birthday parties for the minor children so that they will not conflict either as to time or party plans. In the event A.G.'s birthday falls on Memorial Day timesharing, the Memorial Day timesharing provision shall control.
 14. Out-of-State Travel Plans: If either Party decides to travel with the minor children out of the State of Florida, then that Party shall give the other Parent an itinerary, including but not limited to, contact addresses and telephone numbers at least 14 days prior to traveling outside of the State of Florida and at least 30 days' notice prior to traveling outside of the Continental United States.
 15. Exchange time: Except as specifically provided herein, if the children are not in school, camp or daycare on an exchange day the exchange time shall be 5:00 pm. If either parent is more than 30 minutes late without contacting the other parent prior to the schedule pick up time, the parent that is late forfeits their timesharing

for that day/overnight.

It is therefore, **ORDERED AND ADJUDGED** as follows:

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

B. The bonds of marriage between the Husband and Wife are hereby dissolved. The Parties are returned to the status of being single.

C. The Parties' Marital Settlement Agreement and Agreed Parenting Plan (collectively the "Agreements"), attached hereto as Composite Exhibit 1, previously filed with the Court on July 13, 2022, are incorporated herein by reference for all purposes, approved and expressly made a part of this Final Judgment for Dissolution of Marriage ("Final Judgment"), and all of the terms and provisions of said Agreements are RATIFIED, CONFIRMED, and ADOPTED as Orders of this Court to the same extent and with the same force and effect as if its terms and provisions were set forth verbatim in this Final Judgment, and the Parties are ORDERED to comply with the terms and provisions of said Agreements. Notwithstanding incorporation in this Final Judgment, the Agreements shall not be merged with it. The Agreements shall, in all respects, survive this Final Judgment as independent contracts and be forever binding on the Parties. The Agreements may each be enforced independently of this Final Judgment.

D. The Court reserves jurisdiction over the Parties and the subject matter of these proceedings to resolve issues relating to enforcement or modification of the terms of this Final Judgment and to enforce the Parties' Agreements. Both Parties shall conduct themselves in a manner conducive to carrying out the intent and purpose of this Final Judgment and the Agreements.

DONE AND ORDERED in Circuit Chambers in Hillsborough County, Florida this ____ day of _____ 2022.

Electronically Conformed 7/19/2022
Jared Smith

The Honorable Jared E. Smith

Conformed copies to:

William B. Bennet, Esq., Counsel for Husband
Seth R. Nelson, Esq., Counsel for Wife

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
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IN RE: THE MARRIAGE OF:

ERIC K. JOHNSON,
Petitioner/Husband,

Case Number: 21-DR-011370

and

Division: A

JESSICA L. JOHNSON,
Respondent/Wife.

_____ /

RESPONDENT/WIFE'S NOTICE OF FILING
MARITAL SETTLEMENT AGREEMENT

COMES NOW, Respondent/Wife, JESSICA L. JOHNSON, by and through her undersigned counsel, and gives notice of filing Marital Settlement Agreement attached as Exhibit A.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate copy of the foregoing was filed via the Florida Court E-Filing Portal for delivery via email to William B. Bennett, Esq., counsel for Petitioner/Husband, at lawoffice.bennettlaw@gmail.com, kevinmichael.bennettlaw@gmail.com and cindy.bennettlaw@gmail.com, on July 12, 2022.

Respectfully submitted,
NLG



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and

Division: A

JESSICA L. JOHNSON,
Respondent/Wife.

_____ /

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made in Hillsborough County, Florida, between **JESSICA L. JOHNSON** (“Wife”), and **ERIC K. JOHNSON** (“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 January 1, 2005, in Manatee County, Florida;

WHEREAS, there were three (3) children born of the union, to wit: A.G.J., born 2011, L.M.J., born 2017, and M.H.J., who has deceased. No other children are in the process of being adopted, and no children are expected;

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;

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;

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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.

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**: Commencing August 1, 2022, the Husband shall pay to Wife, durational alimony for a period of ninety-six (96) months at the rate of \$750 per month (“Alimony Obligation”). The Husband’s Alimony Obligation shall cease upon the death of either Party or the remarriage of the Wife. The Alimony Obligation shall be paid directly to the Wife on or before the 5th day of each month by electronic funds transfer. Should the Husband make any payment more than ten (10) days after it is due, the Wife shall be entitled to entry of an *ex parte* income deduction order by affidavit. The Parties agree, except as specifically set forth in this Agreement, to waive all other forms of alimony of any kind whatsoever from each other, including but not limited to, retroactive, temporary, rehabilitative, bridge-the-gap, permanent, and lump-sum. The waiver of retroactive, temporary, rehabilitative, bridge-the-gap, permanent, and lump-sum alimony is non-modifiable.

B. **CHILD SUPPORT**: Commencing August 1, 2022, the Husband shall pay as child support the sum of \$61.17 per month to the Wife on or before the 5th day of every month pursuant to the attached child support guidelines worksheet as Exhibit A. These payments shall be made directly to the Wife by electronic funds transfer, which the Parties have determined is in the best interests of the minor children. Should the Husband make any payment more than ten (10) days after it is due, the Wife shall be entitled to entry of an *ex parte* income deduction order by affidavit and the Husband shall be responsible for all of the Wife’s attorney fees and costs. With the full execution of this Agreement, the Parties agree that there are no child support arrearages. Child support payments shall continue for the benefit of each minor child until the minor child has reached his/her 18th birthday or has graduated from high school provided there is a reasonable expectation of graduation prior to his/her 19th birthday, whichever occurs last; or until the minor child dies, marries, enters the military service or becomes otherwise emancipated. As each child attains his/her 18th birthday, or becomes otherwise emancipated as contemplated in this paragraph, the child support obligation for that child shall cease and the support obligation reduced. The parties shall mediate in an attempt to recalculate this amount. The change in the amount of child support to be paid will be retroactive to the date

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when the older child is no longer entitled to receive child support. The parties shall exchange financial information related to the calculation of child support. The financial information contemplated to be exchanged would relate solely to the information necessary to calculate child support.

C. **FEDERAL INCOME TAX AND AVAILABLE TAX CREDITS:** For the 2021 tax year, the Parties shall file married separate tax returns. For the 2022 tax year and each year thereafter, the Parties shall file separate income tax returns.

For the 2022 tax year, the Husband shall be entitled to claim both children. For the 2023 tax year and beyond, if both children may be claimed as dependents (while minor children), then Wife shall claim, L.M.J., born 2017 and the Husband shall claim A.G.J., born 2011. If only one child can be claimed as a dependent (while a minor child), then the Wife shall claim said child in even numbered tax years and the Husband shall claim said child in odd numbered tax years.

D. **REAL PROPERTY – MARITAL RESIDENCE:** The Parties are owners of the real property located at 11239 Grand Winthrop, Riverview, Hillsborough County, Florida (the “Marital Residence”). This property is subject to a mortgage in favor of Ameris Bank in the approximate amount of \$259,728 (the “Marital Residence Mortgage”). Immediately upon the full execution of this Agreement, the Wife shall have sole exclusive use and possession of said Marital Residence. The Husband waives any right, title and interest he may have in and to said property. Upon the full execution of this Agreement, the Wife shall be responsible for the Marital Residence Mortgage referenced herein, any and all taxes regarding the Marital Residence for the year 2021 and for every year thereafter, homeowner’s insurance and any and all expenses associated with the Marital Residence. The Wife shall hold harmless and indemnify the Husband from any and all liability related to the Marital Residence, including attorneys’ fees. The Husband shall execute a quitclaim deed in favor of the Wife transferring his interest in the Marital Residence contemporaneously with the Wife refinancing the property into her sole name. The Wife shall commence refinancing within 180 days following the full execution of this Agreement. If the Wife is unable to remove the Husband’s name from the Note and Mortgage associated the marital property within the one hundred eighty (180) day period, then the residence shall immediately be placed on the open market for sale and the Wife shall take the best offer made within one hundred twenty (120) days from the listing of the property. The Court shall reserve jurisdiction to partition the property if necessary.

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E. **MOTOR VEHICLES:**

(1) The Wife shall retain the Honda Odyssey titled jointly, and which is paid in full. The Husband waives any right, title and interest he may have in and to said vehicle, and the Wife shall hold harmless and indemnify the Husband from any and all liability related to said vehicle, including attorneys' fees. The Wife shall be responsible for all additional expenses regarding said vehicle, including but not limited to insurance, repairs and maintenance. The Husband shall execute a power of attorney in favor of the Wife transfer title to the Wife within 30 days following the full execution of this Agreement.

(2) The Husband shall retain the BMW 540i Sedan titled jointly, and which is paid in full. The Wife waives any right, title and interest she may have in and to said vehicle, and the Husband shall hold harmless and indemnify the Wife from any and all liability related to said vehicle, including attorneys' fees. The Husband shall be responsible for all additional expenses regarding said vehicle, including but not limited to insurance, repairs and maintenance. The Wife shall execute a power of attorney in favor of the Husband transfer title to the Husband within 30 days following the full execution of this Agreement.

F. **HOUSEHOLD CONTENTS AND PERSONAL EFFECTS:** Except as provided herein, the Parties have divided their personal effects and household items as provided for in Exhibit C. The parties shall maintain sole and exclusive use, ownership and possession of their personal property such as clothes, jewelry, toiletries, and the like and these items are not to be divided per the process provided for in this paragraph. On or before July 31, 2022, the Husband shall return/give to the Wife through counsel the following items: 1. Pearl Earrings, 2. Tiffany's necklace, 3. New Mac with power cord, and 4. File Cabinet Drawer. The Parties shall coordinate a mutually agreeable time for the Husband to collect the items provided for in this paragraph from the marital home. The Husband shall pay the Wife's cell phone bill through July 31, 2022. At such time, the Wife shall return her cell phone to the Husband.

G. **SECURED AND UNSECURED DEBTS:** With the exception of the Marital Residence Mortgage referenced elsewhere in this Agreement, the Parties have no other joint secured or unsecured debt. Any debts that the Husband has or may have incurred in his own name not specifically referenced elsewhere in this Agreement he shall keep and be solely responsible for and

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shall hold the Wife harmless thereafter. Any debts that the Wife has or may have in her own name not specifically referenced elsewhere in this Agreement she shall keep and be solely responsible for and shall hold the Husband harmless thereafter. Each Party shall be responsible upon the full execution of this Agreement for paying his or her own respective debts and obligations which are or have been incurred individually, unless otherwise referenced in this Agreement. Neither Party shall pledge the credit of the other in the future, and the Parties shall immediately close or transfer all existing charge accounts and credit cards in joint names of the Parties or in the name of either of them under which the other may have extended credit for purchases, and same shall be terminated as of the date of the execution of this Agreement. Further, the Parties shall close any joint checking account within ten (10) days of full execution of this Agreement.

H. **EQUITABLE DISTRIBUTION OF MARITAL ASSETS:**

(1) All assets and liabilities, both marital and non-marital, shall be distributed pursuant to the Schedule of Equitable Distribution (Exhibit B). More specifically, the parties shall each keep their Roth IRAs titled in their individual names however, the Wife shall effectuate transferring to the Husband \$150,000.00 that originates from her Roth IRA ending in xx0829 to effectuate the distribution of the assets. The Parties shall immediately work with their respective companies that manages their IRAs to effectuate the transfer. If a QDRO is needed to make the \$150,000.00 transfer the parties shall use Matt Lundy, Esq. and shall equally share in the fees and costs.

(i) The Husband has a retirement plan through the State of Florida Retirement System. The Wife shall be entitled to 50% of the marital portion of this plan which will be paid out on a monthly basis upon the Husband's retirement. The Marital Portion is from the date of marriage on January 1, 2005 to the date of filing on August 13, 2021. The amount payable to the Wife upon the Husband receiving his retirement benefit is \$962.67 per month plus any cost-of-living adjustments. The parties agree to the entry of a Qualified Domestic Relations Order being entered. The parties shall each be responsible of one half the cost of preparing the (QDRO). The Wife shall be responsible for any taxes on the portion of the retirement plan distributed to her.

(2) Except as otherwise provided herein, upon the full execution of this Agreement, the Husband disclaims and shall otherwise convey to the Wife all right, title and interest he may have in and to the Wife's tangible and intangible personal property, that is in the Wife's sole name, and the same shall be and hereafter remain the Wife's sole and exclusive property, such property shall include

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but not be limited to the following: checking or savings account, retirement account, 401(k) or IRA, an employee savings plan, accrued unpaid bonuses, or disability plan, whether matured or un-matured, accrued and unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom and any other rights related thereto, except as stated herein.

(3) Except as otherwise provided herein, upon the full execution of this Agreement, the Wife disclaims and shall otherwise convey to the Husband all right, title and interest she may have in and to the Husband's tangible and intangible personal property, that is in the Husband's sole name, and the same shall be and hereafter remain the Husband's sole and exclusive property, such property shall include but not be limited to the following: checking or savings account, retirement account, 401(k) or IRA, an employee savings plan, accrued unpaid bonuses, or disability plan, whether matured or un-matured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom and any other rights related thereto, except as stated herein.

I. **SEPARATE PROPERTY**: Except as otherwise provided herein, the Parties agree that whatever property he or she now owns, provided same has been disclosed to the other Party, or may hereafter have or acquire in their respective names shall henceforth be considered their sole and separate properties.

J. **CLARIFICATION OF HOLD HARMLESS AND INDEMNIFICATION PROVISIONS**: The parties understand that any promise to hold harmless and indemnify the other on any debt, whether joint or otherwise, is an obligation between the parties themselves ONLY. Such obligation does not pertain to any obligation by any creditor or other third parties with the relation to any debt which may exist between the parties and any such creditor. Therefore, the fact that one party has agreed to hold the other harmless and indemnify the other upon any such debt in no way precludes any such creditor or other third-party from enforcing such obligation against either or both parties. Any such enforcement may include, but not be limited to, suit for judgment, reference upon credit bureau reports, garnishment, and levy upon real property, as well as implementation of other such enforcement mechanisms. Additionally, in the event that the party who has been held harmless and indemnified from a debt herein initiates application for additional credit, the debt for which he or she was held harmless and indemnified herein will likely be considered by any such potential lender as part of said party's overall debt burden despite said hold harmless and indemnification agreement. This may result in lender refusing to lend funds to such party. When a party has been held harmless and indemnified from a debt associated with the purchase of real estate (a mortgage) said party may

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experience additional limitations being placed upon him or her as a result of such debt being considered as part of that party's overall debt burden. Additional limitations may include, but not be limited to, refusal of a lender to lend funds for purchase of real estate or otherwise, inability of said party to obtain certain types of mortgages (e.g., F.H.A. or V.A.), as well as other limitations.

K. **TAX ADVICE:** None of the professionals present at the mediation have provided tax advice to the Parties. The Parties understand that they have had the opportunity to obtain competent tax advice from an independent source. By execution hereof the Parties have acknowledged that no tax advice was provided to them and that they have had the opportunity to seek competent tax advice from an independent source.

L. **FINAL HEARING AND FINAL JUDGMENT:** The Court entered an initial jurisdictional order on November 4, 2021, therefore a final hearing is not necessary in this matter. The Wife may submit a Final Judgment to the Court as long as the Husband has had a reasonable opportunity to review the Final Judgment of Dissolution of Marriage to be entered in this case and the Final Judgment of Dissolution of Marriage conforms with the terms and conditions of this Agreement.

M. **MANDATORY DISCLOSURE:** Each Party agrees that they have made full and adequate disclosure to each other of their respective assets, resources and current financial condition, and, further, each Party agrees to keep any such personal and/or business knowledge and information private and confidential. Each Party acknowledges that this Agreement has been reached in reliance upon such information.

N. **ATTORNEYS' FEES AND COURT COSTS:** Except as stated herein, the parties shall each pay their own attorney's fees and costs through final judgment in this matter. The Husband is waiving the equalizing payment as on Exhibit B as that is the Husband's contribution towards her attorney fees and costs.

O. **MEDIATION:** Except in case of an emergency or enforcement proceeding, the Parties agree that in the event they cannot resolve a particular conflict in the future, they will attend mediation with a mutually agreeable mediator prior to either Party setting any substantive hearings with the Court.

P. **SUBSEQUENT DISSOLUTION OF MARRIAGE:**

- (1) Nothing contained in this Agreement shall be construed to prevent either Party from obtaining a dissolution of marriage in the State of Florida.

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- (2) In any such action, each Party, provided the other is not in default under this Agreement, shall make no claim for alimony, equitable distribution, attorneys' fees, or for suit money except in accordance with the provisions of this Agreement.
- (3) 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 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.

Q. **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.

R. **MODIFICATION**: This Agreement shall not be modified by the Parties except by an agreement in writing duly subscribed and acknowledged with the same formality as this Agreement, or a court order on appropriate pleadings.

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

T. **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.

U. **MUTUAL RELEASE**: Subject to the provisions of this Agreement, each Party hereby releases the other of and from all cause or causes of action, claims, rights or demands, whatsoever, in law or in equity, that either of the Parties ever had, or now has, against the other except any or all cause or causes of action for divorce now pending, or hereafter brought by the other.

V. **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.


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W. **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.

X. **RESERVATION OF JURISDICTION**: The Thirteenth Judicial Circuit in and for Hillsborough County, Florida shall reserve jurisdiction for modification and enforcement of this Agreement as provided herein and the Final Judgment entered in connection herewith.

Y. **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 five (5) days of receipt of a written request for same, 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.

Z. **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 William B. Bennet, Esq., and the Wife has been represented by Seth R. Nelson, Esq.
- (2) This Agreement should be interpreted fairly and simply and not strictly for or against either of the Parties.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) Each Party has given careful and mature thought to the making of this Agreement.
- (7) Each Party has carefully read each provision of this Agreement.


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- (8) Each Party fully and completely understands each provision of this Agreement, both as to the subject matter and legal effect.

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.

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I have read this Agreement carefully and understand that it will affect my legal rights now and in the future. Further, by my signature, I do hereby acknowledge that I understand the contents herein and am willing to be bound by this Agreement. Under penalties of perjury, I declare that I have read this document and the facts stated in it are true.

DATED this _____ day of July 12, 2022, 2022, by the Husband.

DocuSigned by:
Eric K. Johnson
2DD34C9336AD480...
ERIC K. JOHNSON, Husband

DocuSigned by:
William Bennett
CDD78E5A6CF8460...
William B. Bennet, Counsel for Husband

I have read this Agreement carefully and understand that it will affect my legal rights now and in the future. Further, by my signature, I do hereby acknowledge that I understand the contents herein and am willing to be bound by this Agreement. Under penalties of perjury, I declare that I have read this document and the facts stated in it are true.

DATED this 12 day of July, 2022, by the Wife.

Jessica Johnson
JESSICA L. JOHNSON, Wife

S. Nelson
Seth R. Nelson, Counsel for Wife

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Child Support Guidelines Worksheet
 Case Name: JOHNSON, ERIC

Scenario: 50/50 750
 ALIMONY each gets a dep
 exemp

	2	0	2
	2	1	1
	Combined	JESSICA	ERIC
Most Overnight With			
Tax Credit With			
Income			
Self Employment	\$0.00	\$0.00	\$0.00
Social Security	\$12,561.00	\$4,145.00	\$8,416.00
Other Taxable Income	\$0.00	\$0.00	\$0.00
Taxable Spousal Support	\$0.00	\$0.00	\$0.00
Non-Taxable Sp. Support	\$750.00	\$750.00	\$0.00
Other Non-Taxable Income	\$0.00	\$0.00	\$0.00
Gross Income	\$13,311.00	\$4,895.00	\$8,416.00
Deductions From Income			
Non Deductible Support	\$750.00	\$0.00	\$750.00
Deductable This Marriage	\$0.00	\$0.00	\$0.00
Deductable Prior Marriage	\$0.00	\$0.00	\$0.00
Taxes			
FICA - Social Security	\$778.78	\$256.99	\$521.79
FICA - Medicare	\$182.13	\$60.10	\$122.03
Self Employment Tax	\$0.00	\$0.00	\$0.00
Federal Income Tax	\$951.25	\$112.32	\$838.94
St/Loc/Oth Tax	\$0.00	\$0.00	\$0.00
Other Net Income Deductions			
Mandatory Union Dues	\$0.00	\$0.00	\$0.00
Mandatory Retirement Pmts	\$230.56	\$0.00	\$230.56
Parents Health Ins	\$30.00	\$0.00	\$30.00
Child Supp Ordered/Paid	\$0.00	\$0.00	\$0.00
Total Deductions	\$2,922.73	\$429.41	\$2,493.32
Net Monthly Income	\$10,388.27	\$4,465.59	\$5,922.68

	Combined	JESSICA	ERIC
Guidelines (SHARED)			
% of Shared Support	100%	42.99%	57.01%
Min. Child Support Need	\$2,258.00	\$970.71	\$1,287.29
Shared Support Need	\$3,387.00	\$1,456.07	\$1,930.93
Overnights	365	182.50	182.50
Overnight Percentage	100%	50.00%	50.00%
Payment Share to Other	\$728.04	\$965.46	\$965.46
Pre Adjustment Transfer	\$0.00	\$0.00	\$237.43
Costs			
Child Care Costs Pd.	\$0.00	\$0.00	\$0.00
Children's Health Ins. Pd.	\$410.00	\$0.00	\$410.00
UnCov Medical/Dental Pd.	\$0.00	\$0.00	\$0.00
Total Costs Paid	\$410.00	\$0.00	\$410.00
Day Care/Ins/Med/Den Sh	\$410.00	\$176.26	\$233.74
Day Care/Ins/Med/Den Adj	\$176.26	\$176.26	\$0.00
Presumed Amt Paid	SHARED	\$0.00	\$61.17
Deviation Factors		\$0.00	\$0.00
Adjusted Guidelines		\$0.00	\$61.17
<input type="checkbox"/> Manual CS Amount		0	0
Net Available Income Analysis With Children			
Available Income	\$10,388.27	\$4,526.76	\$5,861.51
Adjusted Affidavit Needs	\$0.00	\$0.00	\$0.00
Excess/Deficit	\$10,388.27	\$4,526.76	\$5,861.51
Net Available Income Analysis Without Children			
Adjusted Affidavit Needs	\$0.00	\$0.00	\$0.00
Net Monthly Income	\$10,388.27	\$4,465.59	\$5,922.68
Excess/Deficit	\$10,388.27	\$4,465.59	\$5,922.68

Husband's items

1. Office
 - a. Photos
 - i. Matthew
 - ii. Vice President Pence
 - iii. Secretary Powell
 - b. Contents of bookcase that are mine
 - c. Herman Miller Office Chair
 - d. Computer monitor
 - e. Bose Mini Speaker
2. Dining Room
 - a. No items
3. Front hall
 - a. No items
4. Half bathroom downstairs
 - a. No items
5. Kitchen
 - a. Plate with AGJ that was made by Abby
 - b. Children's iPhones (I pay for Abby's phone through my phone plan)
 - c. Jessica's iPhone (I pay for Jessica's phone through my phone plan. She may pay me out on the phone if she still wants it.)
6. Family Room
 - a. Nintendo Switch, games, and accessories
 - b. Xbox and games
7. Master Bedroom
 - a. Matt's iPhone
 - b. Bed
 - c. Two nightstands
 - d. Armoire
 - e. Dresser
 - f. Mirror
 - g. Chair
 - h. Foam rollers
 - i. Massage gun
 - j. Items underneath bed
 - k. Two lamps
 - l. All contents of master bathroom other than pictures

8. Storage under stairs
 - a. Safe

9. Garage
 - a. DeWalt tools purchased by me
 - b. Miscellaneous household items
 - c. Red tool bucket with all contents
 - d. Barbie Jeep
 - e. Kids bikes
 - f. Travelpro suitcase
 - g. Tumi suitcase
 - h. Kenneth Cole suitcase
 - i. Toolbox on countertop with all contents
 - j. Gym bag and all gym related items
 - k. Box above third garage door with my contents (had a dress for Lily and miscellaneous items).

10. Bedroom with attached bathroom (Jessica's Room).
 - a. Brown/gray monkey
 - b. Small Darth Vader

11. Lillian's room
 - a. Desk with chair
 - b. Nightstand
 - c. Miscellaneous decorations
 - d. Blankets made by my mother.

12. Abigail's room
 - a. Cherry blossom snow globe I bought her

13. Children's bathroom
 - a. No items

14. Upstairs Linen Closet
 - a. Blankets given to me
 - b. TENS unit for back
 - c. Shoulder harness for shoulder therapy

15. Kids Playroom
 - a. Red rocking chair in playroom
 - b. Board games
 - c. Toys

16. Outside
 - a. Grill

Wife's items

1. Office
 - a. Chairs other than Herman Miller chair
 - b. Desk
 - c. Printer
 - d. Printer Stand
 - e. Bookcase
 - f. Small table with lamp
 - g. Lamp on small table
2. Dining Room
 - a. Table
 - b. Eight chairs
 - c. Vases
 - d. Wine stand
 - e. Decorative birds
 - f. Rug
 - g. Large mirror
 - h. Pictures
3. Front hall
 - a. Throw rug
 - b. Family picture
4. Half bathroom downstairs
 - a. Painting
 - b. Items on shelf
5. Kitchen
 - a. Plates
 - b. Kids plates
 - c. Kids cups
 - d. Glasses
 - e. Mixer
 - f. Coffee maker
 - g. Bar stools

- h. Dish racks
 - i. Dish towels
 - j. Silverware
 - k. Placemats
 - l. Mixing bowls
 - m. Corningware
 - n. Tupperware
 - o. Crock pot
 - p. Cookie sheets
 - q. Mixer
 - r. Dining table with four chairs
 - s. Two pictures
 - t. Children's iPads
6. Family room
- a. TV
 - b. Small table behind couch
 - c. Candles
 - d. Vase
 - e. Two fish decorations
 - f. Two couches
 - g. One chair
 - h. Pillows
 - i. Picture frames
 - j. Mirrors Picture on wall
 - k. End table
 - l. Two lamps
 - m. Chest underneath television
7. Master Bedroom
- a. Pictures in bathroom
 - b. My wedding ring that she stole and still has.
8. Storage under stairs
- a. File cabinet
 - b. Television
 - c. Three chairs
9. Garage
- a. Ladder
 - b. Shop vac
 - c. Adult bike
 - d. Shelving for pool toys
10. Bedroom with attached bathroom
- a. Bed with mattress
 - b. Mirror with dresser
 - c. Tall dresser
 - d. Pillows

- e. Three pictures above bed
 - f. Vacuum
 - g. Towels
 - h. Shower curtain
 - i. Picture frame
11. Lillian's room
- a. Bed with mattress
 - b. Bookcase
 - c. Two lamps
 - d. Dresser and mirror
12. Abby's room
- a. Bed with mattress
 - b. Dresser with mirror
 - c. Bookcase
 - d. Decorative Chair
 - e. Chest under window
 - f. Two nightstands
 - g. Three lamps
13. Children's bathroom
- a. Towels
 - b. Decorations
 - c. Two pictures
 - d. Shower curtain
14. Upstairs Linen Closet
- a. Towels
15. Kids playroom
- a. Bookshelf
 - b. Couch
16. Outside
- a. Four vases
 - b. Two rocking chairs
 - c. Three pillows
 - d. One bench
 - e. Couch on back porch
 - f. Table
 - g. Kids water table
17. Other
- a. All other items not listed under Husband's Items

Certificate Of Completion

Envelope Id: 5015A51C075F4A7687A2449C44DCF62A	Status: Completed
Subject: Please DocuSign: 22.07.10 Marital Settlement Agreement FINAL (Johnson).pdf, 22.07.10 Parenting...	
Source Envelope:	
Document Pages: 31	Signatures: 4
Certificate Pages: 2	Initials: 22
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Stacy Recinella
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	400 N. Tampa St.
	2200
	Tampa, FL 33602
	Stacy@NelsonLG.com
	IP Address: 47.201.236.215

Record Tracking

Status: Original	Holder: Stacy Recinella	Location: DocuSign
7/12/2022 4:06:42 PM	Stacy@NelsonLG.com	

Signer Events

William Bennett
lawoffice.bennettlaw@gmail.com
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
William Bennett
CDD79E5A6CF8460...
Signature Adoption: Pre-selected Style
Using IP Address: 24.96.111.110

Timestamp

Sent: 7/12/2022 4:11:25 PM
Viewed: 7/12/2022 4:12:28 PM
Signed: 7/12/2022 4:15:35 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Eric K. Johnson
ERICJOHNSON.241@GMAIL.COM
Security Level: Email, Account Authentication (None)

DocuSigned by:
Eric K. Johnson
2DD31C9335AD4B9...
Signature Adoption: Pre-selected Style
Using IP Address: 72.184.151.192

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Signed: 7/12/2022 4:25:05 PM

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/12/2022 4:11:25 PM
Certified Delivered	Security Checked	7/12/2022 4:16:47 PM

Envelope Summary Events

Signing Complete
Completed

Status

Security Checked
Security Checked

Timestamps

7/12/2022 4:25:05 PM
7/12/2022 4:25:05 PM

Payment Events**Status****Timestamps**

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:

ERIC K. JOHNSON,
Petitioner/Husband,

Case Number: 21-DR-011370

and

Division: A

JESSICA L. JOHNSON,
Respondent/Wife.

_____ /

RESPONDENT/WIFE'S NOTICE OF FILING AGREED PARENTING PLAN

COMES NOW, Respondent/Wife, JESSICA L. JOHNSON, by and through her undersigned counsel, and gives notice of filing Agreed Parenting Plan attached as Exhibit A.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate copy of the foregoing was filed via the Florida Court E-Filing Portal for delivery via email to William B. Bennett, Esq., counsel for Petitioner/Husband, at lawoffice.bennettlaw@gmail.com, kevinmichael.bennettlaw@gmail.com and cindy.bennettlaw@gmail.com, on July 12, 2022.

Respectfully submitted,
NLG



SETH R. NELSON, Esq., (FBN: 029033)
PAUL J. PHIPPS, Esq., (FBN: 64041)
STERLING R. LOVELADY, Esq., (FBN: 1002495)
KALEY J. OGREN, Esq., (FBN: 1007767)
3003 W. Azeele Street
Tampa, Florida 33609
Telephone: (813) 350-7890
Primary Email: Seth@Nelsonlg.com
Secondary Email: COS@Nelsonlg.com
Counsel for Respondent/Wife

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:

ERIC K. JOHNSON,
Petitioner/Husband,

Case No.: 21-DR-011370

and

Division: A

JESSICA L. JOHNSON,
Respondent/Wife.

_____ /

AGREED PARENTING PLAN

THIS AGREEMENT is made in Hillsborough County, Florida, between **JESSICA L. JOHNSON**, hereinafter referred to as the “Mother”, and **ERIC K. JOHNSON**, hereinafter referred to as the “Father”, 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 January 1, 2005, in Manatee County, Florida;

WHEREAS, there were three (3) children born of the union, to wit: A.G.J., born 2011, L.M.J., born 2017, and M.H.J., who has deceased. No other children are in the process of being adopted, and no children are expected;

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 Agreed Parenting Plan;

WHEREAS, the Parties acknowledge that irreconcilable differences exist;

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.

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

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is hereby acknowledged between the Parties, and said Parties have agreed and do hereby agree as follows:

A. **JURISDICTION:** The United States is the country of habitual residence of the children. 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. ss 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.

B. **PARENTAL RESPONSIBILITY:** The Parties agree that 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 except as stated herein. Mental Health Counseling: There is one specific exception to the requirement for joint decision making related to healthcare: Pursuant to section 61.13(2)(b)(3)(a), Florida Statutes, either parent may consent to mental health treatment for the children, i.e., this specific decision does not require both parents to provide consent, although a parent who brings a child for mental health treatment is still required to notify the other parent of the mental health counselor and times of counseling. The parents agree that the term "mental health treatment" will be limited to counseling or therapy and will not include pharmacological treatments (i.e., medications). The Parties shall have frequent and liberal timesharing at a minimum pursuant to the following terms and conditions:

1. **Involvement:** The Parties agree to shared parenting and to continue to have a full and active role in providing a sound moral, social, economic and educational environment for the minor children. The Parties agree not to frustrate, deny or control, in any manner, the social development of the other parent with the minor children. The Parties will exert their best efforts to work cooperatively in future plans consistent with the best interests of the minor children and in amicably resolving such disputes as may arise. The physical place and schedule of the minor children shall be in accordance with those guidelines set forth below, and the Parties agree to assure each other that the minor children will have frequent and continuing contact with each of the Parties. Furthermore, the Parties may alter the timesharing/holiday schedule as mutually agreed.
2. **Scheduling:**
 - a. School Calendar:

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- i. If necessary, on or before August 1st of each year, the parties should obtain a copy of the school calendar for the next school year. The parties shall discuss the calendars and the time-sharing schedule so that any differences or questions can be resolved.
- ii. The parties shall follow the school calendar for the school the children attend.
- b. 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.
- c. Schedule Changes: A party making a request for a schedule change will make the request as soon as possible by email, but in any event, except in cases of emergency, no less than 24 hours before the change is to occur. A party requesting a change of schedule shall be responsible for any additional child care, or transportation costs caused by the change.

3. **Timesharing**:

- a. Regular Schedule: Commencing July 15, 2022, The parties shall rotate the parenting times weekly as follows:
 - i. Week 1: The Father shall have overnight timesharing with the minor children on Friday, picking them up after school and having them overnight until drop-off at school the following Friday morning.
 - ii. Week 2: The Mother shall have overnight timesharing with the minor children on Friday, picking them up after school and having them overnight until drop-off at school the following Friday morning.

iii. The Regular Schedule is shown graphically below:

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
#1	Mother	Mother	Mother	Mother	Father	Father	Father
#2	Father	Father	Father	Father	Mother	Mother	Mother

- b. *Holiday / Summer Break Timesharing Schedule*: The Parties concur that this holiday/Summer Break timesharing schedule shall take priority over regular schedule timesharing, and that they will alter the regular timesharing schedule after determining the holiday schedule for each year. Furthermore, the Parties shall then adjust the regular timesharing schedule so that each Party shall have frequent access to the minor children. This may include but is not limited to dividing weekends and other mechanisms that the Parties mutually determine

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is in the best interests of the minor children. Both Parties shall use and refer to written calendars for the children's schedules.

- c. Spring Break: In odd-numbered years, the Mother shall have timesharing with the minor children for the entire Spring break holiday, from the date school is let out for the Spring break holiday, returning the children to school. In even-numbered years, this schedule shall reverse with the Father enjoying identical timesharing. If Easter falls during Spring Break, the Spring Break provision controls. If L.M.J.'s birthday falls during Spring Break, the Spring Break provisions controls.
- d. Easter: In even numbered years, the Mother shall have timesharing with the minor children for Easter Sunday from Saturday at 6:00 p.m. returning the children to school on Monday. In odd-numbered years, this schedule shall reverse with the Father enjoying identical timesharing. Should Spring Break overlap with Easter, the Spring Break timesharing schedule shall control.
- e. Memorial Day: In even numbered years, the Mother shall have timesharing with the minor children for the entire holiday weekend from Friday through Tuesday morning. In odd numbered years, this schedule shall reverse with the Father enjoying identical timesharing. In the event A.G.J.'s birthday falls on Memorial Day timesharing, the Memorial Day timesharing provision shall control.
- f. Labor Day: In odd-numbered years, the Mother shall have timesharing with the minor children for the entire holiday weekend from Friday through Tuesday morning. In even-numbered years, this schedule shall reverse with the Father enjoying identical timesharing.
- g. Thanksgiving Holidays: In even-numbered years, the Father shall have timesharing with the minor children from the date school lets out for the Thanksgiving holiday through the following Monday morning, returning the minor children to school in a timely manner. In odd-numbered years, the Mother shall have timesharing with the minor children from the date school lets out for the Thanksgiving holiday through the following Monday morning, returning the minor children to school in a timely manner.
- h. Winter Break: In even -numbered years, the Mother shall have timesharing with the minor children from the day school is let out through the first half of the winter break including Christmas Eve and Christmas Day, except as stated herein. In even-numbered years, the Father shall have timesharing for the second half of the winter break from the time Mom's first half of Winter Break concludes until school resumes. In odd numbered years, the Father shall have timesharing with the minor children from the day school is let out through the first half of the winter break including Christmas Eve and Christmas Day, except as stated herein. In odd numbered years, the Mother shall have timesharing for the second half of the winter break from the time Dad's first

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half of Winter Break concludes until school resumes. If there is an odd number of overnights, then the “odd overnight” shall always be part of the first half of winter break.

- i. Summer Break: Each Party shall have the option of two (2) full weeks of timesharing with the minor children each summer break, which may be taken consecutively. In even numbered years the Wife shall, on or before April 15, pick her two weeks first. The Husband will then select his two weeks on or before April 30. In even numbered years the Husband, on or before April 15, shall pick his two weeks first. The Wife shall then pick her two weeks on or before April 30. The Parties understand that by having two weeks of Summer Timesharing that they will actually have three weeks of uninterrupted summer timesharing each.
 - (i) For the remainder of the summer, the Parties shall adhere to the regular timesharing schedule as set forth herein. The Exchanges shall be from camp or at 5:00 p.m. if no camp.
 - (ii) The week that the children are with the Father, the Father in his sole discretion, can decide whether or not to enroll the children in camp. If he decides to enroll the children in camp, he shall be 100% responsible for paying all camp expenses.
 - (iii) The week that the children are with the Mother, the Mother in her sole discretion, can decide whether or not to enroll the children in camp. If she decides to enroll the children in camp, she shall be 100% responsible for paying all camp expenses.
 - (iv) The Mother shall not select Father’s Day weekend as one of her weeks of summer timesharing.
- j. Mother’s Day: Every year, the Mother shall have timesharing with the minor children for the entire Mother’s Day weekend.
- k. Father’s Day: Every year, the Father shall have timesharing with the minor children for the entire Father’s Day weekend.
- l. Halloween: In even-numbered years, the Mother shall have timesharing with the minor children for Halloween from October 31st after school/camp (or 4:00 p.m. if no school) returning the children to school (or 10:00 a.m. if no school) the next day. In odd-numbered years, this schedule shall reverse with the Father enjoying identical timesharing.
- m. Birthdays: The Parents shall also consult with each other prior to planning any birthday parties for the minor children so that they will not conflict either as to time or party plans. In the event A.G.J’s birthday falls on Memorial Day timesharing, the Memorial Day timesharing provision shall control.
- n. Out-of-State Travel Plans: If either Party decides to travel with the minor children out of the State of Florida, then that Party shall give the other Parent an itinerary, including but not limited to, contact addresses and telephone

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numbers at least 14 days prior to traveling outside of the State of Florida and at least 30 days' notice prior to traveling outside of the Continental United States.

- o. Exchange time: Except as specifically provided herein, if the children are not in school, camp or daycare on an exchange day the exchange time shall be 5:00 pm. If either parent is more than 30 minutes late without contacting the other parent prior to the schedule pick up time, the parent that is late forfeits their timesharing for that day/overnight.
4. **Medical Emergencies**: The parent in custody of the minor children at any particular time shall take the responsibility of meeting the medical and dental emergencies and, in an emergency, the permission of both Parents concerning medical services shall not be necessary. The Parties agree that if either of them has any knowledge of any illness or accident or any other circumstances seriously affecting any of the minor children's health and general welfare, then said Party shall promptly notify the other of such circumstances, and the Party who is notified shall have immediate access to the minor children notwithstanding where the minor children may be.
5. **Timesharing During Illness**: In the event of acute illness, the Parent who does not have custody shall have the right of timesharing through facetime, skype, video or telephonic.
6. **Health Insurance Coverage for Minor Children**: The Father shall carry the minor children on his health insurance plan through his employment so long as he remains eligible under the terms of such plan. The cost of said insurance is included in the Florida Child Support Guidelines calculation. The Father shall provide the Mother with insurance and prescription cards and health provider information immediately upon his receipt of same.
7. **Medical Expenses**: The Parties shall divide pro-rata (currently 57% Husband/ 43% Wife) all reasonable medical, prescription, dental, orthodontic, psychological and optometry expenses incurred by and on behalf of the minor children not covered by insurance. The Party incurring the out-of-pocket expense shall provide receipts for the expenses to the other Party (in writing) on a monthly basis 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 and/or receipts. If either Party foresees or contemplates any potential non-emergency out-of-pocket medical expenses over \$250, then they shall consult and obtain written or e-mail consent from the other before engaging the medical professional.
8. **Medical Records**: Each parent's name and address shall appear on the medical records of the minor children, and each Parent shall be entitled to complete detailed information from all pediatricians, physicians, dentists, consultants or specialists attending the minor children for any reason whatsoever, and shall be furnished with copies of any information given to one or the other Parent within seven (7) days of receipt.

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9. **School Records:** The name of both Parties shall be given for school records. Each Party shall be entitled to complete and detailed information from all teachers, schools, summer camps or other institutions, which the minor children may attend or become associated in any way and each shall be entitled to communicate with them. The parent receiving the minor children's report cards shall provide a copy of same within one (1) week of the receipt of same to the other Parent. If either Party wishes to set up a conference with any third party concerning the minor children (i.e. a school conference), then they shall make every good faith effort to set such a conference at a time convenient to both Parents. In addition, both Parties shall always be listed as designated parties for the purposes of retrieving the minor children from school, after-school care or any other activity. The Parties will share any usernames and passwords that access instructional or administrative areas affecting the children's education.
10. **Participation in/Payment for Minor Children's Activities:** Each Party shall notify the other Party of all special activities in which the minor children may be engaged, including but not limited to, religious activities, school programs and sports events, and each Parent shall timely provide to the other copies of all notices or oral announcements concerning special activities in which the minor children may be engaged. Both Parties shall be entitled to participate with and attend such extra-curricular activities and programs. The Parties shall divide pro-rata (currently 57% Husband/ 43% Wife) all expenses for agreed-upon extra-curricular activities incurred by and on behalf of the minor children. The Parties agree that each child may participate in one extra-curricular per season. The Party incurring the out-of-pocket expense shall provide receipts for the expenses to the other Party (in writing) on a monthly basis as a condition to reimbursement. The reimbursing Party shall pay their share of extra-curricular expenses within thirty (30) days of receiving a reimbursement request with accompanying itemization and/or receipts.
11. **Designation of "Mother" and "Father":** At no time shall either Party encourage the minor children to refer to anyone other than the Parties herein as "Mom", "Mommy" or "Mother" and/or "Dad", "Daddy" or "Father".
12. **Obligations of Both Parents:** Both Parents agree that they each have the following obligations with respect to their children:
 - a. *Positive Relationship:* Each Party shall make diligent efforts to maintain full access to foster and encourage a positive relationship between the minor children and the other Parent. Each Party has an obligation to always refrain from making unflattering and derogatory remarks to or regarding the other Parent in the presence of the minor children.
 - b. *Respect Differences:* Each Party has a duty to respect the difference in parenting views that may exist between the Parties. The Parties recognize that the fact that they share different views does not mean that either individual is a bad or inadequate parent.

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- c. Courteous to Other Parent: The Parties shall be courteous to each other, especially in the presence of the minor children.
 - d. Foster Love: Each Parent is under an affirmative duty to foster the love and affection of the minor children for the other Parent. Neither Parent shall allow third parties to do or say anything to or in the presence of the minor children that will interfere with the love and affection of the minor children for the other Parent.
 - e. Obligations of Each Parent: Each Parent has an affirmative obligation to ensure timesharing between the minor children and the other Parent. There may come a time when, for one reason or another, the children exhibit some level of reluctance about participating in timesharing. Nevertheless, each Parent has a duty to explain that the other Parent loves the children and has a right, need and desire to timeshare with them. Further, each Parent must make every effort to ensure that the minor children are ready and available for scheduled timesharing.
 - f. Keep Other Parent Informed: Each Parent has an affirmative obligation to, on a timely basis, keep the other Parent informed as to the physical, social, educational and emotional development of the minor children. This duty includes, but is not limited to, forwarding report cards, PTA notices, school announcements, etc., to the other Parent, within seven (7) days of receipt of same. It also includes advising the other Parent of the children's upcoming social calendars. It further includes advising the other Parent of all emergency, non-routine medical treatment received by the children as soon as possible, and, in any event, within 48 hours of such medical treatment. Finally, each Parent has an obligation to keep the other Parent advised as to the identity of any treating physician and to execute any and all medical releases necessary in order to afford the other Parent free and unhampered access to all records pertaining to the minor children.
13. **Open Telephonic/Electronic Communication**: During any given time period, the out-of-custody Parent shall have open, reasonable right of telephonic/electronic communication with the minor children. The Parties have an obligation to permit and encourage the minor children to telephone the other Parent as frequently as the minor children so desire, provided that the telephone contact does not unduly interfere with the school and sleep schedules of the minor children. Moreover, the Parties each have a duty to confirm the minor children return telephone messages left by the other Parent as soon as possible. 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, text messaging, video-conferencing equipment and software or other wired or wireless technologies or other means to supplement face to face contact.


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14. **Communication Between Parties:** The Parties agree to communicate civilly about the minor children by telephone, text, e-mail or any other method of communication. However, the Parties agree to confirm any mutually agreed-upon scheduling changes in writing. All communication 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. All usernames and passwords for any electronic devices or online accounts shall be shared and agreed upon by both Parties.
15. **School Designation:** The children will be in the Mother's district unless the parties agree otherwise. If she no longer is in the current school district, then the children will be enrolled in a public, public charter, or private school agreed upon by the Parties in writing. If an agreement cannot be made for a public or public charter school, then the children will attend the school which is rated higher by the Florida Department of Education.
16. **Right of First Refusal:** The Parties agree that if either Party is unavailable to care for the minor children during his/her timesharing for a period of ten (10) hours or more they shall offer the other parent the option to care for the minor children. Otherwise, the Party must first offer the other Parent the right to care for the children before finding alternative care.
17. **Non-Relocation of Minor Children:** Any relocation of the children is subject to and must be sought in compliance with section 61.13001, Florida Statutes. Each Party shall at all times keep the other Party advised of their current address and telephone numbers (including home, work and cell phone).

C. **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.

D. **MODIFICATION:** This Agreement shall not be modified by the Parties except by an agreement in writing duly subscribed and acknowledged with the same formality as this Agreement, or a court order on appropriate pleadings.

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

F. **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

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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.

G. **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.

H. **RESERVATION OF JURISDICTION**: The Thirteenth Judicial Circuit in and for Hillsborough County, Florida shall reserve jurisdiction for modification and enforcement of this Agreement as provided herein and the Final Judgment entered in connection herewith.

I. **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 Father has been represented by William B. Bennet, Esq., and the Mother has been represented by Seth R. Nelson, Esq.
- (2) Agreement should be interpreted fairly and simply and not strictly for or against either of the Parties.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) Each Party has given careful and mature thought to the making of this Agreement.
- (7) Each Party has carefully read each provision of this Agreement.
- (8) Each Party fully and completely understands each provision of this Agreement, both as to the subject matter and legal effect.

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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.

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I have read this Agreement carefully and understand that it will affect my legal rights now and in the future. Further, by my signature, I do hereby acknowledge that I understand the contents herein and am willing to be bound by this Agreement. Under penalties of perjury, I declare that I have read this document and the facts stated in it are true.

DATED this _____ day of July 12, 2022, 2022, by the Father.

DocuSigned by:
Eric K. Johnson
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ERIC K. JOHNSON, Father

DocuSigned by:
William Bennett
CDD78E5A6CF8469...
William B. Bennet, Counsel for Father

I have read this Agreement carefully and understand that it will affect my legal rights now and in the future. Further, by my signature, I do hereby acknowledge that I understand the contents herein and am willing to be bound by this Agreement. Under penalties of perjury, I declare that I have read this document and the facts stated in it are true.

DATED this 12 day of July, 2022, by the Mother.

Jessica L. Johnson
JESSICA L. JOHNSON, Mother

Seth R. Nelson
Seth R. Nelson, Counsel for Mother

Certificate Of Completion

Envelope Id: 5015A51C075F4A7687A2449C44DCF62A Status: Completed
 Subject: Please DocuSign: 22.07.10 Marital Settlement Agreement FINAL (Johnson).pdf, 22.07.10 Parenting...
 Source Envelope:
 Document Pages: 31 Signatures: 4 Envelope Originator:
 Certificate Pages: 2 Initials: 22 Stacy Recinella
 AutoNav: Enabled 400 N. Tampa St.
 Envelopeld Stamping: Enabled 2200
 Time Zone: (UTC-05:00) Eastern Time (US & Canada) Tampa, FL 33602
Stacy@NelsonLG.com
IP Address: 47.201.236.215

Record Tracking

Status: Original Holder: Stacy Recinella Location: DocuSign
 7/12/2022 4:06:42 PM Stacy@NelsonLG.com

Signer Events

William Bennett
 lawoffice.bennettlaw@gmail.com
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

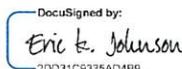
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Timestamp

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 Signed: 7/12/2022 4:15:35 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Eric K. Johnson
 ERICJOHNSON.241@GMAIL.COM
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 2D031C9335AD4B9...
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Envelope Summary Events

Signing Complete
Completed

Status

Security Checked
Security Checked

Timestamps

7/12/2022 4:25:05 PM
7/12/2022 4:25:05 PM

Payment Events**Status****Timestamps**