

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

IN RE: THE MARRIAGE OF:

BRANDON CLINTON JONES,

Petitioner/Husband,

and

CASE NO.: 51-2023-DR-004059-ES

JENNIFER LYNN JONES,

Respondent/Wife.

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE
WITH MARITAL SETTLEMENT AGREEMENT AND AGREED UPON
PARENTING PLAN

THIS CAUSE came before the Court on the Petition for Dissolution of Marriage filed July 25, 2023, the Answer and Counter-Petition filed August 24, 2023, and the Answer to Counter Petition filed August 28, 2023, and the Court having reviewed the court file, having considered the parties' Marital Settlement Agreement filed February 13, 2025, and Agreed Upon Parenting Plan filed February 6, 2025, and being otherwise fully advised in the premises, hereby makes the following **findings of fact and conclusions of law**:

A. **Jurisdiction:** This Court has jurisdiction of the parties, the minor children, and the subject matter of this cause.

B. **Residency.** The Parties have been residents of the State of Florida for at least six (6) months prior to the filing of the Petition for Dissolution of Marriage.

C. **Marriage.** The parties married each other on September 4, 2005, in Fontana Walworth County, Wisconsin, and separated on June 18, 2023, in Wesley Chapel, Florida.

D. **Grounds.** The marriage of the parties is irretrievably broken.

E. **Minor Children.** There is one (1) minor child born to the parties; to wit: L.J., a daughter born 2009. M.J. reached the age of majority on February 7, 2025. Therefore, L.J. is the only remaining minor child subject to this proceeding. No other children were adopted, and the Wife is not currently pregnant;

F. Both Parties are over the age of eighteen (18), and neither Party is, nor has been, within a thirty (30) day period immediately preceding the filing of this action, a member of the military services of the United States.

G. **Parenting Class.** Both parties filed their respective certificates of completion of the required parenting class.

H. **Financial Affidavits.** Both parties filed completed Family Law Financial Affidavits in this matter.

I. **Marital Settlement Agreement.** The parties freely and voluntarily entered into a Marital Settlement Agreement on February 13, 2025, which is attached hereto and incorporated herein by reference as **EXHIBIT "1"** The terms and provisions of the parties' Marital Settlement Agreement should be approved, ratified, and confirmed but not merged into the Final Judgment of Dissolution of Marriage; rather it shall survive the Final Judgment of Dissolution of Marriage and be binding upon the parties for all time.

J. **Agreed Upon Parenting Plan.** The parties freely entered into an Agreed Upon Parenting Plan on January 30, 2025, resolving the issues of parental responsibility and time sharing. *The Agreed Upon Parenting Plan is attached to the Marital Settlement Agreement as Exhibit "I".* The Court finds that the Agreed Upon Parenting Plan is in the best interests of the minor child. The Agreed Upon Parenting Plan shall not merge with the Final Judgment of Dissolution of Marriage; rather it shall survive the Final Judgment of Dissolution of Marriage and be binding upon the parties for all time. Accordingly, it is hereby

ORDERED AND ADJUDGED as follows:

1. The Marital Settlement Agreement and Agreed Upon Parenting Plan are hereby ratified, approved, and confirmed. The parties are ordered to comply with each and every term as if fully set forth herein.

2. **Parental Responsibility.** It is in the best interests of the minor child that the parents confer and make all major decisions affecting the welfare of the child, subject to the terms set forth in the Agreed Upon Parenting Plan. As such, the Parties shall have shared parental responsibility and decision-making regarding their minor child. Major decisions to be made for the child in a joint manner include, but are not limited to, decisions about the child's education, healthcare, extracurricular activities, and other responsibilities unique to this family.

a. **Educational Matters.** Regarding educational matters for the child, the parents shall confer and make best efforts to agree upon same. Educational matters may include but are not limited to the school(s) each child attends, school activities in which the child(ren) participate, issues or disciplinary actions addressed by teachers and/or administration,

remedial or additional in-school instruction, the need for specialized educational plans such as an IEP or 504 Plan and/or tutoring. If the parties are unable to agree on educational matters, the Father shall make the ultimate decision. Notwithstanding the Father making the ultimate decision if the parties cannot agree on educational matters, both parents acknowledge and agree that it is in the best interest of the child to complete her high school education at Wiregrass High School. The Father shall not take any action to change the minor child attending Wiregrass High School unless both parents expressly agree in writing.

- b. **Mental Health Treatment for Child(ren).** Either parent may consent to any forms of mental health treatment for the minor child, however all such treatment shall be discussed by both parents in advance and both parents shall have access to the child's mental health provider(s). A parent who makes an appointment for mental health treatment of a child shall provide the other parent with the name and contact information for the mental health provider as well as the date and time of the appointment in writing and within 24 hours of scheduling the child's appointment. The parent seeking mental health treatment for the minor child(ren) shall not obstruct or interfere with any appointments for mental health treatment. The appointments shall occur with both parents having the opportunity to have access to the minor child(ren)'s provider to provide input or to express any concerns but not to cancel the scheduled appointments unless a true emergency exists. Both parties acknowledge that the minor child will attend her therapy sessions in person when available.
- c. **Medical Treatment and Medication(s) for Child(ren).** The parents shall confer and make best efforts to agree upon non-emergency medical care, non-emergency medical procedure(s) and/or administering of non-urgent medication for the child.. If the parties are unable to agree on any non-emergency medical care , non-emergency medical procedures(s),

and/or administering of non-urgent medication for the child, the Mother shall make the ultimate decision.

- d. Medical treatment, medical procedures and/or prescribed medications that are deemed “**medically necessary**” by a physician shall be implemented for the child(ren) in an expeditious manner and without obstruction by either parent or third parties and not subject to a second opinion as agreed upon by the parties.
 - e. **Scheduling and Attending Routine Appointments for Child.** Either parent may schedule a routine health care visit for either child which may include annual physicals, vision screenings and dental visits. The parent who makes the routine appointment shall contact the other parent regarding his or her availability for the appointment. Neither parent will schedule a routine appointment for a child that occurs during the other parent’s timesharing without express consent from the other parent. Information regarding a scheduled routine appointment shall be provided to the other parent within 24 hours of scheduling same.
3. **Extra-curricular Activities:** The parties must mutually agree to all extracurricular activities, programs and camps that occur during both parents’ timesharing.
- a. **Agreed-Upon Extracurricular Activities, Programs and Camps for Child.** L.J. The following activities shall be deemed “agreed upon” by both parents and that they shall coordinate dates, times and costs of these activities: softball whether it is through Wiregrass High School or recreational team, league team, travel team or competitive team outside of school.
 - b. The parent who has the child for timesharing shall transport the child to and from all agreed upon extracurricular activities, programs and camps and shall provide all necessary uniforms and equipment.
 - c. Both parents may attend extracurricular activities, programs and camps for the child, no matter which parent has timesharing during

the activity.

- d. The parent who enrolls a child in a mutually agreeable extracurricular activity, program or camp, must advise the other parent of the enrollment, the location of the facility, the name of the coach and the schedule for such activities.
- e. Neither parent will unreasonably withhold consent for either child to participate in extracurricular activities, programs or camps.
- f. The Father shall be responsible for PRO RATA in accordance with the Child Support Guidelines and the Mother shall be responsible for PRO RATA of the cost of the child's agreed-upon extracurricular activities, camps and programs and such expenses shall include but are not limited to enrollment fees, dues, participation fees, club fees, uniforms, equipment, travel, instruments, etc. Each parent shall make such payments directly to the child's clubs, schools, , programs, camps, organizations, and agreed-upon extracurricular activities. If one parent pays for mutually agreed upon extracurricular activities, the payor shall provide proof of payment to the other parent within 15 days and the other parent shall provide reimbursement within 15 days of receipt of the proof of payment. The parents recognize that there may sometimes be limited funds for the child's activities and as such, the parents may agree to alternative arrangements and payment plans regarding agreed-upon activities in writing, so that the child may participate.

4. **Information Sharing.** Unless otherwise indicated or ordered by the Court:

- a. Both parents shall have access to medical and school records pertaining to the child and shall be permitted to independently consult with any and all professionals involved with the child. The parents shall cooperate with each other in each parent's ability to obtain information related to the health, education, and welfare of the child and they shall

sign any necessary documentation ensuring that both parents have access to said records. Each parent shall provide access to information that he/she has unique or sole access to, including websites and portals regarding the child's healthcare, dental, optical or any other professional or service.

b. Each parent shall be responsible for obtaining records and reports directly from the school and healthcare providers. Both parents should access the child's grades, academic progress, and other school-related information through the online portal for each child's school.

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

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

e. Both parents shall be listed as "emergency contacts" for the child before any other person is listed. The parties' respective spouses or significant other who has been in the relationship with the party for 12 months or more are permitted as emergency contacts but only after the parents. Both parties recognize that in order for a parent to utilize an emergency contact, that emergency contact cannot refuse to unblock the other parent when the utilizing parent is relying on the emergency contact to assist during the utilizing parent's timesharing. The emergency contact may resume blocking the other parent if and only if the emergency contact is no longer assisting the utilizing parent with the minor child.

f. If one parent changes his or her residence, telephone number or other contact information, that parent shall notify the other parent of same within 48 hours.

5. **Regular/Weekly Timesharing for L.J.**

Effective Friday, January 31st, 2025, the parties shall spend an equal amount of time with L.J. commencing with the Father as follows:

| Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|--------|---------|-----------|----------|--------|----------|--------|
| Mother | Mother | Father | Father | Mother | Mother | Mother |
| Mother | Mother | Father | Father | Father | Father | Father |
| Mother | Mother | Father | Father | Mother | Mother | Mother |
| Mother | Mother | Father | Father | Father | Father | Father |

6. **School Calendar.** If necessary, on or before August 1st of each year, both parents should obtain a copy of the school calendar for the next school year. The parents shall discuss the calendars and the timesharing schedule so that any differences or questions can be resolved. The parents shall follow the school calendar for the Pasco County School System.

7. **Academic Break Definition.** When defining academic break periods, the academic break 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 break unless otherwise stated herein.

8. **Schedule Changes.** A Parent making a request for a schedule change due to work-related matters shall do so within 48 hours prior to the anticipated schedule change. Otherwise, a Parent making a request for a schedule change shall make the request as soon as possible, but in any event, except in cases of emergency, no less than 7 days in advance. The parent who makes a cancellation or change to timesharing shall be solely responsible for the cost of childcare, babysitting, transportation and all other costs incurred as a result of the timesharing cancellation. Timesharing with the child that is canceled by either parent is forfeited by that parent unless the parents agree in writing to make-up timesharing.

9. **Holiday/Summer Timesharing.** The Parties shall abide by the following holiday timesharing schedule provisions set forth below for the child beginning upon execution of the Agreed Upon Parenting Plan:

- a. **Priority over Regular Timesharing:** Holiday and summer timesharing schedule shall take priority over regular/weekly timesharing,

and that they will alter the regular timesharing schedule after determining the holiday schedule for each year, if necessary. Furthermore, the Parents shall make best efforts to adjust the regular timesharing schedule so that each Parent shall have frequent access to the minor child. 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 child, however, at a minimum, if due to a holiday, one Party will have timesharing two weekends in a row, the other Party will have timesharing on the third weekend and then timesharing will begin alternating again. Both Parties shall use and refer to written calendars for the child's schedule. If a holiday is not specified in the Agreed Upon Parenting Plan, then the child will spend time with the parent in accordance with the regular/weekly timesharing schedule set forth above.

For clarification, the weekend timesharing shall be defined as beginning Friday at 3pm, and ending Monday with return to school or if no school, until 3pm.

b. Easter: In odd -numbered years, the Father shall have timesharing with the minor child from Saturday at noon until Monday morning at the return of school and if no school, at 3pm. In even-numbered years, Mother shall have timesharing with the minor child from Saturday at noon until Monday morning at the return of school (and if no school, at 3:00pm).

c. Memorial Day. Every year the Father shall exercise Memorial Day Weekend from Friday after school until Tuesday at the return of school or summer camp, and if no school or summer camp, at 3pm.

d. 4th of July. In even-numbered years, the Mother shall have timesharing with the child from July 3rd at 9:00 AM until July 6th dropping off the child at summer camp or, if no summer camp, exchanging the child at 9:00 a.m. In odd-numbered years, the Father shall have timesharing with the child from July 3rd at 9:00 AM until July 6th dropping off the child at summer camp or, if no summer camp, exchanging the child at 9:00 a.m.

- e. Labor Day Weekend. Every year the Mother shall exercise timesharing with the minor child for Labor Day Weekend from Friday after school until Tuesday at the return of school and if no school, at 3pm.
- f. Spring Break: The Spring Break will be equally divided (50/50) between the Parents. The first half of the Spring Break shall be exercised by the parent whose regular timesharing weekend occurs during the first half of the Break. The parents shall exchange on Wednesday at 3:00PM and the other parent shall have timesharing until the child resumes school.
- g. Thanksgiving Holidays: The Thanksgiving holiday shall be equally divided and defined as the day school is released until the date school resumes. In odd -numbered years, the Father shall have timesharing with the minor child beginning from the release of school until the Wednesday prior to Thanksgiving at 3:00pm and the Mother shall exercise timesharing with the child from Wednesday prior to Thanksgiving at 3:00pm until return to school. In even -numbered years, this schedule shall reverse with the Mother exercising timesharing with the minor child from release of school until the Wednesday prior to Thanksgiving at 3:00pm and the Father exercising timesharing from Wednesday prior to Thanksgiving at 3:00pm until the child's scheduled return to school.
- h. Winter Break: The Parents shall divide the Winter Break timesharing equally (50/50). Winter Break shall begin on the day school gets out until the day that school resumes. As such, in odd-numbered years, the Father shall exercise timesharing during the first half of the Winter Break, including Christmas Eve and Christmas Day and the Mother shall exercise timesharing during the second half of the break, including New Year's Eve and New Year's Day. The Parents shall reverse the above schedule in even-numbered years. If there is an odd number of days in the Winter Break, the extra day shall go to the parent who exercises the second half of the Break. Unless otherwise agreed to by the

parties, the exchange time at the halfway point of Winter Break shall be at 3pm.

If it is Father's year to exercise Christmas Eve timesharing with the minor child, the Father will afford the Mother four (4) hours of timesharing with the minor child on December 24th so long as the Mother and Father are within 20 miles of each other. If it is Mother's year to exercise Christmas Eve with the minor child, the Mother will afford the Father four (4) hours of timesharing with the minor child on December 24th so long as the Mother and Father are within 20 miles of each other.

i. Summer Vacation: The Parents shall follow the regular/weekly timesharing schedule through the summer, with the exception of vacation time allocated for both parents. Effective the summer of 2025 and each and every year thereafter, each parent shall have the opportunity to exercise two (2) weeks, consecutive or non-consecutive seven (7) consecutive days of summer vacation with the child each year. During odd years, the Mother will have first choice of her intended summer vacation and shall advise the Father by March 15th. The Father shall have first choice of his summer vacation with the child during even years and he shall notify the Mother of his intended vacation time by March 15th. During odd years, the Father will have second choice of his intended summer vacation and shall advise the Mother by April 1st. Conversely, the Mother will have second choice of her intended vacation time in even years and shall advise the Father by April 1st.

Each and every summer, one of the Father's uninterrupted weeks of summer timesharing shall occur beginning the day that school releases at the end of the academic year and shall end on the same day of the following week. Each and every summer, one of the Mother's uninterrupted weeks of summer timesharing shall occur the last full week before school commences.

j. Mother's Day: Every year the Mother shall have timesharing with the minor child commencing on Sunday from 9:00am through drop off at school Monday morning.

k. Father's Day: Every year the Father shall have timesharing with the minor child commencing on Sunday from 9:00am until 3pm on Monday.

l. Birthdays: Both parties shall have the opportunity to see the child on their respective birthdays. With respect to the child's birthday, the parties recognize that the child may not desire to spend her birthday with her parents. Rather, she may want to spend her 16th, 17th and 18th birthdays with friends. The parents shall honor the child's preference.

10. Three-day Weekends and other Holidays: The Parents shall follow the regular timesharing schedule for any school holidays or other holidays that are designated for either parent in the Agreed Upon Parenting Plan.

11. Timesharing Obligations. Both parents shall present a united front and inform L.J. that they agreed upon the equal timesharing schedule set forth in the Agreed Upon Parenting Plan. Each parent shall use his or her best efforts to encourage L.J. to exercise the timesharing agreed upon by the parents and set forth herein. Neither party shall use physical force, threats of punishment, or intimidation tactics to compel L.J. to exercise timesharing with either parent. Neither parent shall be subject to contempt proceedings if L.J. refuses to exercise timesharing with either parent.

12. Each parent shall be responsible for ensuring that the child's needs are met in their households. The parents shall each purchase clothes, shoes, toiletries, personal care items and other necessities for the child in their respective homes. During a parent's timesharing, he/she shall be responsible for ensuring that each child's homework, projects, studying and all other academic requirements are completed. The parent who exercises timesharing shall be responsible for transporting each child to and from any mutually agreed-upon extracurricular and any school activities that occur during that parent's timesharing. Each parent may designate a third party who has a

valid driver's license and auto insurance to assist with transportation of the child.

13. **Timesharing Exchanges and Transportation.** There is a scrivener's error in the Agreed Upon Parenting Plan entered by the Court. The scrivener's error is addressed in the Marital Settlement Agreement and in this paragraph, to wit: at any place in the Agreed Upon Parenting Plan where it erroneously states that the exchange time for the minor child is at 2:36pm, the parties recognize that it is actually 3:00pm as indicated elsewhere in the Agreed Upon Parenting Plan. The exchange time is clearly and unequivocally 3:00pm. Unless otherwise stated herein, the parents shall exchange the child at school at the end of the school day which currently ends at 3:00pm. The parents both acknowledge that the exchange time should be at 3:00pm; however, both parents recognize that the 3:00 pm time could be later if the minor child rides the school bus. Both parents shall have the child ready on time and at the agreed-upon time of exchange. If a parent is more than 30 minutes late without contacting the other parent to make other arrangements, the parent with the child may proceed with other plans and activities and the child will remain with that parent overnight. Each parent shall be responsible for their individual transportation cost. Prior to the graduation of M. W. J., from high school, both parties shall present a united front and as a condition precedent of M.W.J., using the Nissan Sentra, he shall transport L.L. J. to and from school during both parents' timesharing with L.L.J., as it is anticipated that even after M.W.J., graduates, M.W.J. and L.J. will be exercising the same timesharing schedule with the parents which the parents will support and advise M.W.J. that it is what they expect. Upon M.W.J. graduation from high school, the parties shall exchange L.J. at 3:00pm. The parent beginning their timesharing with L.J. shall pick up L.J. from the parent ending the timesharing. The parent beginning the timesharing shall not exit the vehicle upon arrival at the other parent's residence. In addition, the other parent shall not exit the residence. Rather, the other parent shall inform L.J. that the beginning timesharing parent has arrived and simply send L.L. J. outside to greet the beginning timesharing parent. Deleted sentence Both parties further agree that their son may also transport if he is available to do so.

14. **Notification of Medical Emergency.** Each party shall inform the other party immediately of any serious illness, accident, or medical condition of the child.

Each parent may have reasonable and immediate access to the child in such an event, regardless of parental responsibility or terms of any time-sharing schedule.

15. **Special Events.** Both parents shall be entitled to participate with and attend special events and activities in which the child may be engaged, such as religious activities, school programs, sports events, and other extra-curricular school activities and programs and important social events in which the child may be engaged or involved.

16. **Obligations of Both Parents:** Both Parents shall have the following obligations with respect to their child:

- a. **Positive Relationship:** Each Party shall make diligent efforts to maintain full access to foster and encourage a positive relationship between the minor child 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 child.
- 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.
- c. **Courteous to Other Parent:** The Parties shall be courteous to each other in the presence of the minor child.
- d. **Foster Love:** Each Parent is under an affirmative duty to foster the love and affection of the minor child for the other Parent. Neither Parent shall allow third parties to do or say anything to or in the presence of the minor child that will interfere with the love and affection of the minor child for the other Parent.
- e. **Obligations of Each Parent:** Each Parent has an affirmative obligation to ensure timesharing between the minor child and the other Parent. There may come a time when, for one reason or another, the child exhibits some level of reluctance about participating in timesharing. Nevertheless, each Parent has a duty to explain that the other Parent loves the child and has a right, need and desire to timeshare with them. Further,

each Parent must make every effort to ensure that the minor child is 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 child. This includes advising the other Parent of all non-emergency medical and/or mental health appointments within 48 hours of making such appointment. 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 child.

17. Communication Between Parents. All communications regarding the child and child-related matters shall be between the parents and shall not occur in the presence of the child. The parents shall use Talking Parents to communicate with each other. In the case of emergencies, the parents shall communicate via any and all methods including in person, via text, via email, and by telephone. The parents shall not use the child as a messenger to convey information, ask questions, provide the other parent with documents, or set up schedule changes. Each parent has an obligation to check Talking Parents and respond to non-emergency communications only once in a 24 hour period. By way of example, non-emergency communications are scheduling routine medical mental health appointments, extra -curricular activities schedule .

18. Open Telephonic/Electronic Communication: The non-timesharing parent shall have open and liberal telephonic/electronic communication with the minor child at a time that is convenient for the child who will be 15 years old as of the date of the Final Judgment. The parents each have a duty to instruct the minor child to return telephone messages left by the other Parent as soon as possible. Telephone or other electronic communication between the child 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.

At no time during either parent's timesharing, is it appropriate for the timesharing parent to shut off the usage of the child's cell phone or otherwise prohibit the child from using the cell phone to contact the non-timesharing parent. Even if the timesharing parent is restricting the use of the child's cell phone as punishment, the child shall not be denied access to the cell phone at any time that child requests to contact the non-timesharing parent. The exception to this paragraph is that either parent may instruct the minor child to turn her cell phone off at bedtime.

19. **School Designation:** For the purpose of boundary determination and registration, the address of the Mother will be used so long as Mother continues to reside in the District zoned for Wiregrass High School. If the Mother no longer resides in the District zoned for Wiregrass High School, the school designation shall default to the Father's address so long as Father resides in the District zoned for Wiregrass High School. Both parties agree and acknowledge that the parties' son, Max will continue to take the minor child to and from school regardless of which parent is exercising time with the minor child, so long as it does not conflict with a work or school obligation pertaining to Max and so long as Max remains enrolled as a student at Wiregrass High School.

20. **Informal Childcare and Babysitters:** Each parent may select appropriate babysitters or informal third-party caregivers during his or her own timesharing. The parent who utilizes a babysitter or caregiver shall provide the other parent with that person's full legal name, telephone number and other contact information prior to utilizing the babysitter or caregiver.

21. **Traveling with the Child** A party traveling outside the State of Florida with the minor child will provide the other party with at least fourteen (14) days' notice, an itinerary of the child's scheduled plans and a phone number and address where the child will be staying during their travel and parent can be reached at least five (5) days before traveling. A party traveling outside the United States with the minor child will provide the other party with at least thirty days' (30) days' notice, an itinerary of the child's scheduled plans and a phone number and address where the child will be staying during their travel. The parties shall equally divide the expense for the child's passports and each parent shall cooperate in attending required appointments and signing any required documents to obtain same. The Father shall retain the child's passport in his

possession and shall not deny access of the same to the Mother when needed. If a parent loses or misplaces a child's passport, that parent shall be responsible for immediately applying for a duplicate passport and shall be 100% responsible for the cost of the passport. Both parents shall equally pay for the cost to renew the passport of the child upon expiration. The Father shall provide the passport to the Mother 72 hours prior to travel. The Mother shall return the passport to the Father when she returns the child from the out of country travel. Neither parent may travel to a country with a threat level of 3 or higher as designated by the Department of Homeland Security and/or the State Department. In addition, the parties shall not travel to any country who does not participate in the Hague Treaty. As an exception, the parties may travel to the Bahamas as it is a very popular and frequent cruise destination.

22. The Mother shall hold the social security card of L.J. If

23. a parent loses or misplaces the social security card, that parent shall be solely responsible for the cost of the social security card replacement, and shall immediately apply for a replacement. The Mother shall provide the social security card to the Father within 48 hours of his request. The Father shall return the social security card to the Mother within 24 hours of Father no longer requiring the social security card.

24. **Designation for Other Legal Purposes.** The child named in the Agreed Upon Parenting Plan will be spending an equal amount of the time with both parents. In odd numbered years, the Father shall have the majority designation and in even numbered years, the Mother shall have the majority designation.

25. **Number of Overnights.** Based upon the timesharing schedule set forth herein, the Father has 182.5 overnights, and the Mother has 182.5 overnights with the child annually.

26. **Relocation.** In the event that a parent seeks to relocate the principal residence of the child, such parent shall comply with the provisions of Section 61.13001 by either (a) obtaining written agreement in accordance with 61.13001(2) of the Florida Statutes from the other parent, and any other person entitled to time-sharing, or (b) serving a Petition to Relocate signed under oath or affirmation under penalty of perjury in accordance with Section 61.13001(3) of the Florida Statutes, giving the other parent, and

any other person entitled to time-sharing, 30 days to object to the relocation and to request a determination by the Court.

IF A PARENT ATTEMPTS TO RELOCATE THE PRINCIPAL RESIDENCE OF ANY CHILD AND FAILS TO COMPLY WITH SECTION 61.13001(3) OF THE FLORIDA STATUTES REGARDING THE PETITION TO RELOCATE, SUCH PARENT MAY BE SUBJECT TO CONTEMPT AND OTHER PROCEEDINGS TO COMPEL THE RETURN OF ANY CHILD, AND SUCH NON-COMPLIANCE MAY BE TAKEN INTO ACCOUNT BY THE COURT IN A SUBSEQUENT DETERMINATION OR MODIFICATION OF THE PARENTING PLAN, ACCESS, OR THE TIME-SHARING SCHEDULE.

27. **Modification of Parenting Plan Terms.** The Agreed Upon Parenting Plan may be modified or varied on a temporary basis when both parents agree in writing. When the parents do not agree, the Agreed Upon Parenting Plan remains in effect until further order of the court. Any substantial changes to the Agreed Upon Parenting Plan must be sought through the filing of a supplemental petition for modification.

28. **Other Provisions**

a. The parents will pay pro rata the cost of all educational expenses including but not limited to enrollment fees, field trips, class projects, school supplies, required electronics and/or uniforms.

b. The Father shall claim the child, L.J., as a dependent on his income taxes and shall receive all tax credits and financial benefits each and every year

c. **Guardian ad Litem.** The Guardian ad Litem, Natalie Oven, Esquire, shall be discharged, effective immediately.

29. **Prospective Child Support:** The Husband shall pay child support in the amount of \$486.87 per month directly to the Wife effective March 1st, 2025, in accordance with Florida Child Support Guidelines. Payments shall be made to the Wife

by the Husband via electronic deposit and shall be paid on or before the 1st day of each month. The agreed upon Child Support Guidelines reflecting the Husband's child support for two (2) children (M.J. and L.J.) are attached hereto and incorporated herein by reference as **EXHIBIT "2"**. Once the parties' son, M.J., graduates from high school, which is anticipated to be June 01, 2025, then the Husband's child support obligation shall step down to \$278.26, per month payable on or before the 1st day of each month. The agreed upon Child Support Guidelines reflecting the Husband's child support for one (L.J.) are attached hereto and incorporated herein by reference as **EXHIBIT "3"**.

Both parties represent that it is in the best interest of the minor children for the direct payment of the child support obligation. However, if the Husband fails to timely pay the child support obligation, the Wife shall be able to request the entry of an Income Deduction Order without the necessity of a hearing. Rather, the Wife shall submit an Affidavit of Non-Payment and attach the Family Law Case History. Pursuant to the Agreed Upon Parenting Plan, the parties shall pay their respective pro rata percentages in accordance with Child Support Guidelines (Father 64% Mother 36%), for cost of the child's agreed upon extracurricular activities, camps and programs and such expenses shall include but are not limited to enrollment fees, dues, participation fees, club fees, uniforms, equipment, travel, instruments, etc. Each parent shall make such payments directly to the child's clubs, schools, programs, camps, organizations, and agreed-upon extracurricular activities. If one parent pays for mutually agreed upon extracurricular activities, the payor shall provide proof of payment to the other parent within 15 days and the other parent shall provide reimbursement within 15 days of receipt of the proof of payment. The parents recognize that there may sometimes be limited funds for the child's

activities and as such, the parents may agree to alternative arrangements and payment plans regarding agreed-upon activities in writing, so that the child may participate.

30. **Minor Child's Medical, Dental and Vision Insurance.** The Husband shall cover the minor child under his policy of medical, dental and vision insurance so long as it is reasonably available to him. The cost of the minor child's insurance coverage shall be included in the child support guidelines calculations. The parties shall cooperate with each other by providing each other with the necessary documents and information to timely submit all claims to the child's insurance carrier. The parent providing the child with insurance shall provide to the other parent copies of the child's insurance cards and information regarding the child's insurance coverage within five (5) days of written request and within five (5) days of receipt of updated cards.

31. **Uncovered Medical Expenses:** The parties shall share in the costs of all reasonable and necessary out-of-pocket expenses incurred for the health (vision, medical, mental health, therapy, hospitalization, and the like) and dental and orthodontia care of each of parties' minor child. The out-of-pocket expenses are those expenses not covered by the child's insurance policy(ies) including, but not limited to, expenses of hospitalization, prescriptions, doctors, glasses, therapy, occupational therapy, psychiatric or psychological care, co-pays, and deductibles, and all other similar expenses and treatment reasonably necessary for the benefit of the child. The parties shall split the minor child's expenses in accordance with their pro rata percentages as detailed in the Child Support Guidelines (Father 64% Mother 36%). The party who incurs the expense shall provide the receipt and proof of payment to the other party within 15 days and the other party shall reimburse the paying party within 15 days.

32. **Termination of Child Support.** The obligation to provide child support shall automatically terminate upon the death of either party, when the child attains the age of 18 years, marries, dies, joins the armed forces, or becomes totally self-supporting, whichever will first occur. However, if the child is attending high school with a reasonable expectation of graduating before the age of 19 years and is not otherwise emancipated, child support will continue through the month in which the child graduates from high school or the child's 19th birthday, whichever first occurs.

33. **Retroactive Child Support.** The retroactive child support amount owed by Husband to Wife is \$11,804.39. The Husband shall pay the amount due and owing to Wife from his share of the proceeds from the sale of the home that are being held in the trust account of Wife's counsel. The Husband can satisfy his retroactive child support obligation by authorizing Wife's counsel to write a check from her trust account to the Wife.

34. **Federal Income Tax And Dependency Exemptions:** For the 2025 tax year and each year thereafter, the Parties shall file separate income tax returns. The Husband shall have the right to claim L.J. as a dependent each and every tax year for which the minor child is claimable. The Parties shall timely execute any documents required to effectuate this paragraph.

35. **Alimony:** An Agreed Partial Final Judgment Regarding Alimony was entered by the Court on February 6, 2025, and is attached hereto and incorporated herein as **EXHIBIT "4"**. In accordance with the Agreed Partial Final Judgment Regarding Alimony, the Husband shall pay temporary alimony to the Wife in the amount of \$2,000.00 per month less the child support obligation established for the Wife until

January 31, 2025. DELETE this sentence Effective February 1, 2025, and continuing by or before the first day of each month each year for a period of 96 consecutive months, the Husband shall pay to the Wife the sum of \$4,300.00 per month. The durational alimony award shall automatically terminate upon the earliest occurrence of the death of either party or the remarriage of Wife.

The durational alimony award shall be modifiable or terminable as allowed by Florida law. Except for the Temporary Alimony, Wife freely and voluntarily waived any entitlement she may have to any retroactive alimony up through January 31, 2025. Except for the Temporary Alimony and the Durational Alimony immediately above, neither party shall pay the other party any alimony of any kind or amount. Except as set forth herein, each party has waived his/her right to receive alimony or spousal support from the other party because of this marital relationship. This waiver is final, non-modifiable, and irrevocable.

The Agreed Partial Final Judgment Regarding Alimony constitutes a full and final agreement resolving all matters regarding and relating to alimony and spousal support now pending before this Court.

36. **Automobiles//Motorcycle**

- a. Husband conveys to Wife any right, title or interest he may have in the 2017 GMC Yukon Denali XL that is in the possession, custody and control of the Wife. The Wife shall hereinafter be the sole owner of the Yukon Denali.
- b. Wife conveys to Husband any right, title or interest she may have in the 2023 Ford Bronco Black Diamond that is in the possession, custody and

control of the Husband; the 2018 Nissan Sentra SV that is in the possession, custody and control of the Husband; and the 2001 Harley Sportster that is in the possession of the Husband. The Husband shall hereinafter be the sole owner of the 2023 Ford Bronco Black Diamond, Nissan Sentra, and the 2001 Harley Sportster.

- c. The Husband shall present the 2001 Harley Sportster title to the office of the Wife's counsel for the Wife's signature within 10 days of the full execution of the Marital Settlement Agreement and the Wife shall sign it within five days.
- d. The Wife shall present the title to her Yukon Denali to the office of her counsel for the Husband's signature within 10 days of the full execution of the Marital Settlement Agreement and the Husband shall sign it within five days.
- e. The Husband shall present the Department of Highway and Safety Motor Vehicles Powers of Attorney for the 2023 Ford Bronco Black Diamond and the 2018 Nissan Sentra to the office of the Wife's counsel for the Wife's signature within 10 days of the full execution of the Marital Settlement Agreement and the Wife shall sign both within five days.
- f. The Husband shall be solely responsible for maintaining the automobile insurance for the parties' adult son, Maxwell Jones, on the 2018 Nissan Sentra that Maxwell currently drives through August 11, 2025. As of August 11, 2025, the Husband shall no longer have the obligation to maintain the insurance for Maxwell to drive the Nissan Sentra as the

Husband will take possession of the Nissan Sentra and provide it to the parties' daughter.

- g. The Wife warrants and represents that she obtained automobile insurance for Maxwell as a driver while at her residence for her vehicle, the Yukon Denali as of February 2, 2025.
- h. Each party shall assume and satisfy the outstanding liens and/or financial obligations which encumber their respective vehicles according to their terms and conditions and each shall hold harmless the other and indemnify each other respectively.

37. **Household Contents and Personal Effects**: The parties previously divided their personal property and household effects between themselves and to their mutual satisfaction with the exception of the items detailed hereinbelow. Each party shall receive all right, title, and interest in and to the personal property and household effects in his/her possession and the other party waives all right, title, and interest in and to same.

The items of personal property below shall be distributed as follows:

- Husband shall receive 1 large samsonite suitcase
- Wife shall receive 3 samsonite carryon bags
- Wife shall receive the crib which has been converted to a bench. Within ten (10) days from the date of the fully executed Marital Settlement Agreement, the parties' will coordinate a date for the parties' son to pick up this bench from the Husband's home. No other person will be present with the exception of the potential of one of the son's friends in order to assist
- Wife shall receive remaining Pampered Chef items

- Wife shall receive all holiday dish towels from Husband
- Husband shall receive the MacBook computer, which Wife agrees to deliver to Wife's counsel 's office on February 18, 2025. Husband will go to Wife's counsel 's office and he will be supervised by an employee at Compton & Smith while he unlocks the computer. Wife will subsequently go to her counsel 's office and she will be supervised by an employee from Compton & Smith while she downloads her files.
- The Wife shall receive the small box of photographs that Husband says he still has in his possession
- Wife shall receive kids' movies
- Wife shall receive VHS player
- If located by Husband, by Wife shall receive the Blue Ray Player

Within ten (10) days from the date of the fully executed Marital Settlement Agreement, the parties shall coordinate a date for the parties son to pick up the aforementioned items from the Husband's home. No other person will be present with the exception of the potential of one of the son's friends in order to assist.

38. **Marital Home:** The parties jointly owned a home located at 32310 Fenwick Lane Wesley Chapel, Florida, which was sold by agreement of the parties. The net proceeds from the sale of the home are being held in the trust account of Wife's counsel, Rae Ann Compton, Esquire, Compton and Smith, P.A.

39. **Equitable Distribution Of Marital Assets:**

a. **Bank Accounts :** The parties had a joint checking account through Chase Total Checking (account number ending 7970), that Husband removed his name from on Tuesday, February 6th, 2025. Therefore, the Chase Total Checking Account will be in the sole name of the Wife and deemed her sole and separate property.

b. **Husband's Investment and Retirement Accounts:** In consideration of the division of accounts detailed herein, the Husband shall retain the following retirement and investment accounts in his sole name, free from any right, title or claim from the Wife and the same shall be and hereafter remain Husband's sole and exclusive property:

- Fidelity Individual Investment Account (0665);
- Individual Investment Account
- CDW Performance Awards Plan
- Fidelity NetBenefits CDW Profit Sharing Plan (*less 401k loan*);

c. **Wife's Retirement Account:** In consideration of the division of account funds detailed herein, the Wife shall retain the following retirement in her sole name, free from any right title or claim from the Husband and the same shall be and hereafter remain Wife's sole and exclusive property:

d. Modern Woodmen of America Fraternal Financial 408(b) Variable Annuity (8894534)

40. **Life Insurance:**

a. The Husband is the owner of one twenty (20) Year life insurance term policy with a death benefit in the amount of \$1.8 million with Equitable Financial (0685) and another policy with Equitable Life Op. Flex Variable Insurance with a cash surrender value of \$6,690 as of date of filing (0490). In consideration of the division of account funds detailed herein, the Husband shall retain these life insurance policies in his sole name, free from any right title or claim from the Wife and the same shall be and hereafter remain Husband's sole and exclusive property.

Notwithstanding the foregoing, Husband agrees to maintain both of the parties' children as the beneficiaries as related to the Equitable Financial (0685) policy until the youngest child reaches age twenty-five (25) and the Husband will appoint a trustee, if necessary. It has just come to light that the Equitable Financial Policy ending in (0685) may have lapsed. In the event that the Husband is not able to reinstate the policy ending in 0685, the Husband shall obtain a like policy under the same terms with a provider of his choice within 10 days of the date of the execution of the Marital Settlement Agreement and provide proof to Husband's counsel who will provide it to Wife's counsel without delay.

b. The Wife has two (2) term life insurance policies in her name to wit: Pacific Life Insurance 20 Year Term Policy with a death benefit of \$500,000.00 (3700) and a 30-Year Term Life Insurance with a death benefit in the amount of \$100,000.00 (2834). In consideration of the division of account funds detailed herein, the Wife shall retain these life

insurance policies in her sole name, free from any right title or claim from the Husband and the same shall be and hereafter remain Wife's sole and exclusive property.

c. The Parties currently have term life insurance policies on both children through Modern Woodmen. Effective immediately, the Wife will take ownership of each policy and be solely responsible for the costs related thereto. Both parties will cooperate in the event any documents need to be executed in order to accomplish same.

d. Both parties acknowledge that the Wife shall be permitted to take out a term life insurance policy on the Husband so long as Wife uses an agent other than her brother and uses an entity other than Equitable Financial Life Insurance Company (Equitable Financial) (NY, NY) and/or Equitable Financial Life Insurance Company of America (Equitable America), an AZ stock company with an administrative office located in Charlotte, NC. Overall, Equitable is the brand name of the retirement and protection subsidiaries of Equitable Holdings, Inc., including Equitable Financial, Equitable America, and Equitable Distributors, LLC. Equitable Advisors is the brand name of Equitable Advisors, LLC (member FINRA, SIPC) (Equitable Financial Advisors in MI & TN), affiliated companies Equitable Financial, Equitable America, Equitable Distributors, and Equitable Advisors; and that no testing is required for the Husband in order for the Wife to obtain the policy. Wife is solely responsible for the costs related thereto. Each party will cooperate with

this process. Wife must initiate the process of obtaining a life insurance policy on the life of the Husband within 30 days of the full execution of the Marital Settlement Agreement.

41. **Unsecured Debts:** With respect to unsecured debts, the parties have the following

40.1 Wife's Unsecured Debt: The Wife has the following unsecured debt in her sole name, which she shall be solely liable for and shall hold the Husband harmless thereafter:

- a. Capital One Venture (6018)
- b. Discover More Credit Card (1140)
- c. My Children's Place Credit Card (8599)
- d. Victoria's Secret (9090)
- e. Promissory Note (Ashley Meyers) for attorney's fees and costs borrowed by Wife

40.2 Husband's Unsecured Debt: The Husband has the following unsecured debt in his sole name, which he shall be solely liable for and shall hold the Wife harmless thereafter

- a. Goldman Sachs Apple Credit Card
- b. Capital One Visa Platinum (4462)
- c. Home Depot Credit Card (0451)
- d. Bank of America Loan (6188) maturity date of 2/1/2026;
- e. 401(k) loan

42. Thereafter, any debts that the Husband has or may have incurred in his own name not specifically referenced elsewhere in the Marital Settlement Agreement, he shall keep and be solely responsible for and shall hold the Wife harmless thereafter. Any debts that the Wife has or may have in her own name not specifically referenced elsewhere in the Marital Settlement Agreement, she shall keep and be solely responsible for and shall hold the Husband harmless thereafter.

43. Each Party shall be responsible upon the full execution of the Marital Settlement Agreement for paying his or her own respective debts and obligations which are or have been incurred individually, unless otherwise referenced in the Marital Settlement 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 the Marital Settlement Agreement.

44. **Equalization Payment:** As and for a full and complete settlement of the Equitable Distribution of the parties' financial accounts, the Husband shall pay to the Wife an equalizing payment in the amount of \$119,000.00. The equalizing payment shall be paid from Husband's Fidelity Benefits CDW Profit Sharing Plan via a Qualified Domestic Relations Order (QDRO), subject to passive gains and losses. Any loans taken against this account shall not be taken into consideration when determining the value and rather will be the sole liability of the Husband. The parties shall utilize the services of Matthew Lundy, Esquire, and shall split the cost associated therewith equally. The transfer shall be incident to divorce and non-taxable to the Husband and nontaxable to

the Wife. Parties shall cooperate and timely provide and/or complete documents necessary to effectuate the terms of this paragraph. The Court shall specifically retain jurisdiction to enforce the provisions herein relating to the division of the Husband's retirement account including entering any orders required to effectuate the equalization payment owed to Wife by Husband as described herein.

45. **Separate Property:** Except as otherwise provided herein, whatever property he or she now owns or may hereafter have or acquire in their respective names shall henceforth be considered their sole and separate properties, provided same has been disclosed to the other party. To the extent that an asset, whether same be real, personal, intangible, or tangible, be discovered at a later date, the Court shall reserve jurisdiction to distribute same between the parties.

46. **Income Tax:** Pursuant to the terms of the Agreed Upon Parenting Plan, the Husband shall claim the child, L.J. as a dependent on his income taxes and shall receive all tax credits and financial benefits as a result each and every year that L.J. is eligible to be claimed. The Parties shall timely execute any documents required to effectuate this paragraph.

47. **Attorneys' Fees And Costs:** Pursuant to the terms of the Stipulated Order Regarding Distribution of Proceeds from Sale of Marital Home for Parties' Temporary Attorney's Fees and Costs, which was entered by the Court on February 7, 2025, \$15,000.00 from the net proceeds from the sale of the parties' home should be distributed to the Wife's counsel for payment into her operating account as and for payment of the Wife's temporary attorney's fees and costs already earned. Furthermore, \$15,000.00 shall be released from the net proceeds from the sale of the parties' home


and be distributed to the Husband's counsel for payment into her operating account as and for payment of the Husband's temporary attorney's fees and costs already earned. Other than the aforementioned attorney's fees distributed from the net proceeds from the sale of the home, each party shall pay his/her respective attorneys' fees and costs incident to these proceedings. However, both parties acknowledge that any remaining fees and/or costs owed to his/her attorney will be paid from the net proceeds prior to the remaining funds being distributed. As such, Wife's counsel has permission to issue a check to Husband's counsel for any remaining fees owed upon entry of the Final Judgment as well as a check to Wife's counsel's operating account for any remaining fees owed upon entry of the Final Judgment.

48. **Execution Of Documents:**

- a. Each party, upon the request of the other, shall execute any and all further instruments, in writing, which will be necessary to make the Marital Settlement Agreement effective according to its spirit and intent, and in carrying out its terms and provisions as contemplated herein.
- b. The transferor of any property hereunder, at the time of transfer, shall supply the transferee with records sufficient to determine the adjusted basis and holding period of the property as of the date of the transfer. In addition, in the case of the transfer of property which carries with it a potential liability for investment tax credit recapture, the transferor shall, at the time of the transfer, supply the transferee with records sufficient to determine the amount and period of such potential liability.

49. **Reservation Of Jurisdiction**: The Court shall reserve jurisdiction over the parties and over the subject matter hereof for purposes of modification and/or enforcement as allowed by Florida law. The Court further reserves jurisdiction for entry of the Qualified Domestic Relations Order.

DONE AND ORDERED on this 17th day of March 2025, in Chambers, Pasco County, Florida.

A handwritten signature in black ink, appearing to be 'BST' followed by a long horizontal line.

The Hon. Benjamin S. Thomas
CIRCUIT COURT JUDGE

Copies to:

Kari S. Brown, Esquire
Rae Ann Compton, Esquire
Parties via respective counsel