

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

IN RE: THE MARRIAGE OF:

TAMMY J. WOLNIK,
Petitioner/Wife,

Case No.: 23-DR-006677
Division: D

and

DANIEL J. WOLNIK,
Respondent/Husband.

_____ /

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE having come before the Court upon the Petitioner's Petition for Dissolution of Marriage and Other Relief regarding the marriage between TAMMY J. WOLNIK ("Petitioner") and DANIEL J. WOLNIK ("Respondent") on August 8, 2023, and the Court being otherwise fully advised in the premises, the Court finds and concludes that:

- A. **Jurisdiction.** Both parties have been domiciled and have resided in Florida for at least six (6) months prior to the filing of the Petition in this matter.
- B. **Marriage.** The parties were lawfully joined in marriage on October 11, 1986.
- C. **Irretrievably Broken.** The marriage is irretrievably broken.
- D. **Children:** The Parties have one (1) minor child – L.J.W., a female, born on 06/09/2016. No children are in the process of being adopted, and no children are expected.
- E. **Marital Settlement Agreement:** Petitioner freely and voluntarily executed a Marital Settlement Agreement and Parenting Plan ("Agreement") on December 5, 2023 which is attached hereto as Exhibit "A" and incorporated herein by this reference, which Agreement was voluntarily entered into by the parties after full

disclosure. This agreement resolves all issues in regard to assets, debts, and spousal support.

It is hereby **ORDERED** and **ADJUDGED** as follows:

1. This Court has jurisdiction of the subject matter of this cause and the parties hereto.
2. The marriage heretofore existing between the Petitioner, TAMMY J. WOLNIK, and the Respondent, DANIEL J. WOLNIK, is hereby dissolved as the marriage is now irretrievably broken, and the parties are restored to the status of single.
3. The Marital Settlement Agreement is hereby ratified, confirmed, adopted, and approved by the Court, and said Agreement is hereby incorporated into this Final Judgment of Dissolution of Marriage as if the terms are fully set forth herein and made a part hereof. The parties are ordered to comply with all of the provisions in the Agreement. The Agreement shall not merge into this Final Judgment of Dissolution of Marriage and shall survive the entry of this Final Judgment.
4. The parties' assets and liabilities are hereby distributed pursuant to the terms of the Agreement and this Final Judgment.
5. Both Parties waive alimony as defined and described in the attached Marital Settlement Agreement.
6. Respondent shall pay Petitioner \$400.00 a month in child support beginning on January 1, 2024. Respondent shall execute all documents necessary to ensure Petitioner receives all state aid for their minor child.

7. The Court retains jurisdiction of this cause, the subject matter, and the parties hereto to enter any and all further orders necessary to effectuate the provisions of the parties' Agreement and this Final Judgment.

DONE and **ORDERED** at Tampa, Hillsborough County, Florida, on this ____ day of December, 2023.

Electronically Conformed 12/6/2023
Kelly Ayers

CIRCUIT JUDGE AYERS

Conformed copies to:

Petitioner
Respondent

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_____ /

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT made and entered into on this 1st day of December, 2023, by and between TAMMY J. WOLNIK, hereinafter referred to as “Petitioner” or “Wife” or “Mother”, and DANIEL J. WOLNIK, hereinafter referred to as “Respondent” or “Husband” or “Father”.

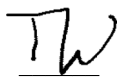
W I T N E S S E T H

WHEREAS, the parties hereto are Husband and Wife and were married on October 11, 1986, in Virginia; and

WHEREAS, the parties separated during October 2021; and

WHEREAS, said separation resulted from the marriage being irretrievably broken, and the parties are now living separate lives; and

WHEREAS, the parties desire to define their respective obligations to each other, to amicably resolve certain property rights and obligations arising by virtue of their marriage, and to settle and adjust all rights and claims of inheritance, maintenance, support, and alimony, recording their understandings and agreements in this Marital Settlement Agreement.


Mother



Father


NOW, THEREFORE in consideration of the mutual covenants and conditions contained in this Agreement, and in consideration of the obligations accepted by the parties, as well as other good and valuable consideration, the receipts and sufficiency of which the parties hereby acknowledge, the Husband and Wife agree as follows:

1. The parties have read this Agreement and have had its terms and consequences explained to them by their respective counsel. Both Husband and Wife believe and hereby acknowledge that this Agreement is fair, just and reasonable. Each of the parties is acting without coercion or duress, and thus freely and voluntarily assents to and accepts its terms, conditions, obligations and mutual agreements. Each is executing this Agreement freely and voluntarily, intended to be bound by the same.

EQUITABLE DISTRIBUTION

2. The Parties have agreed that each party shall retain any other assets in their names individually. Each party waives any and all right or claim they may have to any and all assets owned by the other party.
3. Petitioner shall be entitled to all accounts in her name only. Respondent shall be entitled to all accounts in his name only.
4. Petitioner and Respondent have no joint debts.
5. Petitioner shall be entitled to a one (1) time equitable distribution stabilizing payment of \$500,000.00. Respondent shall be responsible for obtaining any necessary Qualified Domestic Relations Order (QDRO). Respondent shall within ten (10) days of the entry of the Final Judgment retain and pay Matthew Lundy to prepare the Qualified Domestic Relations Order (QDRO) and provide all necessary documents to Matthew Lundy's Office. Respondent shall be responsible for all costs associated with the preparation and service of the Qualified Domestic Relations Order.


Mother


Father

INDEBTEDNESS

6. The Parties have agreed that each party is responsible for all liabilities or debts in their individual names. The Parties hold harmless and indemnify each other from any and all liabilities pursuant to any action taken by any creditor to enforce any expenses or encumbrances related to said individual debt.
7. No other obligations of the parties are known to exist. Neither Party shall incur any obligation for which the other is liable. Unaccounted for obligations are the responsibility of the Party that incurred them.

WAIVER OF ADDITIONAL FINANCIAL DISCLOSURES

8. Both Parties agree that they are satisfied with the current financial disclosures of the opposing party and have full financial disclosures from the other Party.
9. Both Parties agree to waive further financial disclosures concerning these issues.

SPOUSAL SUPPORT (ALIMONY)

10. Each of the parties forever gives up any right to spousal support (alimony) that they may have.

PARENTING PLAN

11. The Parties entered into an agreed upon Parenting Plan attached hereto as **Exhibit "A"**, and incorporated by reference herein. The Parenting Plan addresses and resolves all parenting and timesharing issues regarding the parties and their minor children.

CHILD SUPPORT

12. Commencing on November 1, 2023, the Parties agree that the Father shall pay child support in the amount of four hundred dollars (\$400.00) per month, to be paid via Income Withholding Order. Child support payments shall continue for the benefit of the 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


Mother


Father

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. A copy of the child support guidelines worksheet is attached hereto as **Exhibit "B."**

13. Father shall obtain life insurance in an amount sufficient to cover the total child support obligation. The minor child/Mother shall be named as the beneficiary.

CHILD SUPPORT ARREARAGES


14. The Parties agree that no child support arrearages are due and owing given the mutual support of the Parties for the Minor child during the pendency of the divorce.

HEALTH INSURANCE FOR THE MINOR CHILDREN

15. The Father shall be responsible for maintaining the health insurance plan for the minor child for so long as such coverage remains reasonably available to the Father through his employer or otherwise. The Father shall provide Mother with insurance and prescription cards and health provider information upon request. The parties acknowledge that the children's health insurance is included in the child support guidelines worksheets attached herein, and agree to adjust child support in the event the monthly health insurance premiums increase in the future. Such increases shall occur on a pro rata basis.

UNCOVERED MEDICAL EXPENSES FOR THE MINOR CHILD

16. Further, except as otherwise provided for herein, the Parties shall be responsible for the cost of all necessary and reasonable uncovered medical expenses for the minor child on an equal, 50/50 basis. The Party incurring the expenses shall request written notice of the expense and provide the other Party with an invoice and/or proof of payment within thirty (30) days upon receipt of such bill. Once the invoice is received, the other Party shall either reimburse the


Mother


Father

Party their 50% share within thirty (30) days or shall pay their portion directly to the medical provider within thirty (30) days upon receipt of the expense and shall provide proof of such payment to the other Parent immediately upon payment. Any party that fails to request payment and provide receipt(s) within the time-frame shall forfeit their entitlement to the other Party's share of payment and shall be solely responsible for any payment that may be due to the medical provider

FEDERAL INCOME TAX AND DEPENDENCY EXEMPTIONS

17. For the 2023 tax year and each year thereafter, the Parties shall file separate income tax returns.

The Parties agree to provide to the other any and all information and documents necessary for the Parties to file their respective 2023 tax returns and for any other purposes reasonably necessary to qualify for additional student loans or other credit. The parties agree that they will be solely responsible for and to hold harmless, defend and forever indemnify each other as to their respective tax liabilities for the 2023 tax year. Further, for the tax year 2023, the Wife shall be entitled to claim the tax dependency exemption for L.J.W. with the parties alternating this dependency exemption each year for as long as L.J.W. qualifies for such an exemption.

ATTORNEY'S FEES AND COSTS

18. Each Party shall pay his or her own attorney's fees and costs incurred in this proceeding.

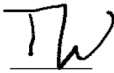

Mother


Father

REPRESENTATION

19. The Parties hereto acknowledge that they have received individual legal advice, or have elected not to acquire the same for himself or herself, and that they understand the facts about this Agreement, and have been informed about his or her legal rights and obligations. The law firm of Hackworth Law, P.A. is representing the Petitioner. Michael Connor, Esq. is representing the Respondent.

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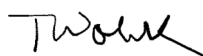

Mother


Father

VERIFICATION

Pursuant to section 92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing document and the facts stated are true and correct to the best of my knowledge and belief.

Dated: 12 / 01 / 2023



TAMMY WOLNIK, Petitioner



Jonathan E. Hackworth, Esq.
Counsel for Petitioner

VERIFICATION

Pursuant to section 92.525, Florida Statutes, under penalties of perjury, I declare that I have read the foregoing document and the facts stated are true and correct to the best of my knowledge and belief.

Dated: 12 / 01 / 2023



DANIEL WOLNIK, Petitioner



Michael Connor, Esq.
Counsel for Respondent



Mother



Father

CHILD SUPPORT GUIDELINES WORKSHEET

Case Name: Tammy Wolnick and Daniel Wolnick # 23-DR-006677

Scenario: Guidelines (SHARED)

	Most Overnight With		COMBINED		Tammy		Daniel	
	1	1	1	1	1	1	1	1
Tax Credit With	1	1	1	1	0	0	0	0
Income Amounts	COMBINED		Tammy	Daniel				
Self Employment Taxable Income	0	0	0	0	0	0	0	0
Social Security Taxable Income	16,220	4,692	11,528	11,528				
Other Taxable Income	0	0	0	0				
Taxable Spousal Support Income	0	0	0	0				
Non-Taxable Sp Support Income	1,500	1,500	0	0				
Other Non Taxable Income	0	0	0	0				
GROSS INCOME	17,720	6,192	11,528	11,528				
Deductions from Income	COMBINED		Tammy	Daniel				
Non-Deductible Support	1,500	0	1,500	0				
Deductible This Marriage	0	0	0	0				
Deductible Prior Marriage	0	0	0	0				
Taxes	COMBINED		Tammy	Daniel				
FICA - Social Security	1,006	291	715	715				
FICA - Medicare	235	68	167	167				
Self Employment Tax	0	0	0	0				
Federal Income Tax	1,757	162	1,595	1,595				
State/Local/Other Income Tax	0	0	0	0				
Other Net Income Deductions	COMBINED		Tammy	Daniel				
Mandatory Union Dues	0	0	0	0				
Mandatory Retirement Payment	0	0	0	0				
Parent's Health Insurance Pmts	1,083	900	183	183				
Child Support Ordered and Paid	0	0	0	0				
TOTAL DEDUCTIONS	5,581	1,421	4,160	4,160				
NET MONTHLY INCOME	12,139	4,771	7,368	7,368				
% of Shared Support	COMBINED		Tammy	Daniel				
100.00%	1,544	607	937	937				
Minimum Child Support Need	COMBINED		Tammy	Daniel				
Shared Support Need	2,316	911	1,406	1,406				
Overnights	365.0	182.5	182.5	182.5				
Overnight Percentage	100.00	50.00	50.00	50.00				
Payment Share to Other	455	703	703	703				
Pre Adjustment Transfer	0	0	248	248				
COSTS	COMBINED		Tammy	Daniel				
Child Care Costs Paid	0	0	0	0				
Children's Health Insurance	115	0	115	115				
Uncovered Med/Dental Costs Paid	0	0	0	0				
TOTAL COSTS PAID	115	0	115	115				
Day Care/Ins/Med/Dental Costs Share	115	45	70	70				
Day Care/Ins/Med/Dental Share Adjust	45	45	0	0				
Presumed Amount To Be Paid	COMBINED		Tammy	Daniel				
Deviation Factors	SHARED	203	203	203				
Adjusted Guidelines	(alt/year 1)	203	203	203				
<input type="checkbox"/> Manual Child Support Amount	COMBINED		Tammy	Daniel				
Net Available Income Analysis (For Family)	COMBINED		Tammy	Daniel				
Available Income	12,139	4,974	7,165	7,165				
Adjusted Affidavit Needs Excess/Deficit	0	0	115	115				
Available Income Analysis Without Children	COMBINED		Tammy	Daniel				
Adjusted Affidavit Needs	0	0	0	0				
Net Monthly Income	12,139	4,771	7,368	7,368				
Excess / Deficit Without Children	12,139	4,771	7,368	7,368				

TW

WJW

MONTHLY SUPPORT WITH ALTERNATING EXEMPTIONS

- 1. Child Support for current year, with current year exemptions \$ 203 per month
 - Paid by Daniel.
 - Tammy is claiming the exemption for L.J.W..

- 2. Child Support for current year with exemptions alternated \$ 236 per month
 - Paid by Daniel.
 - Daniel is claiming the exemption for L.J.W..

- 3. Average Child Support (average of lines 1 and 2) \$ 220 per month
 - Paid by Daniel.

TW

DJW

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