

## FLORIDA SIMPLE DIVORCE, P.A.

[Floridasimpledivorce@gmail.com](mailto:Floridasimpledivorce@gmail.com)

15275 Collier Blvd. #201/559

Naples, FL 34119

Kurt Paul Ott II,

Thank you for choosing this office to handle your dissolution action. Please find the enclosed prepared documents for your review and signature.

**IT IS VERY IMPORTANT THAT YOU READ ALL OF THIS LETTER AS IT WILL ANSWER MANY OF YOUR QUESTIONS OR CONCERNS.**

1. Print all documents on standard “letter” size paper only.
2. Print on white paper only.
3. Please don’t punch holes or staple the documents
4. Please print on one side only.
5. You can return your documents with original signatures to me by emailing them as one scanned PDF doc attached in an email sent to [floridasimpledivorce@gmail.com](mailto:floridasimpledivorce@gmail.com).
6. If your document requires a notary do not sign it until or unless you are sitting in front of the notary so they can observe you signing it.
7. Parties do not have to sign their documents at the same time or in front of the same notary. If you are out of state that is where you should sign and have it notarized. **Your signature MUST be dated the same date as the notary’s signature. Each signature must have its own notary stamp.**
8. We file all of our clients’ dissolutions in **Lee County** so we are able to offer a no-hearing or appearance service for our clients. Do not be concerned if you live in another county and see that your documents are drafted for Lee County.

Here is a list of the documents you have received and what to do with them.

### **I. Vital Statistics Form**

Questions 6-13 must be answered if there isn’t already an answer filled in. There is no signature needed on this form. Just clearly print your information. This will be the address to which the clerk sends your final judgment once the Judge signs it.

### **II. Petition for Dissolution**

This document is to be signed by petitioner in front of a notary.

### **III. Marital Settlement Agreement**

Please review carefully for accuracy. This must be signed by both parties in front of a notary. Each party has to sign this one document and it has to be two original signatures on the same document. In other words, it does not work for each party so sign their own copy of an MSA. Typically, the petitioner will sign their part in front of the notary and then mail the document to the respondent for them to sign their part. If you happen to be signing at the same place and time there has to be a notary stamp for each signature not just one for the both of you. The date you sign has to be the same date the notary signs.

**IV. Answer and Waiver and Acceptance of Service.**

These documents are signed by the Respondent (your spouse). The answer and waiver must be signed in front of a notary. The acceptance of service does not need to be notarized. Your spouse will also have to fill in the date in specific places which will be the same date as when it was signed. In other words, the date the notary signs it must be the same date that you fill in the blanks in the body of the document. If those dates are different the court will reject it.

**V. Affidavit of Corroborating Witness/ Proof of Residency**

1. Make a copy of your Florida driver's license and mail it back or scan/email it to us for your proof of residency.
2. Your driver's license must have been issued more than six (6) months ago for the court to accept it.
3. If you don't have a Florida Driver's License, you may use your spouse's if it was issued more than six (6) months ago – only one is needed.
4. Be sure the scan/copy of the driver's license is clear so the dates can be easily read.
5. If neither of you has a Florida DL then you must use the "Affidavit of Corroborating Witness" form provided in your documents. **This document MUST be signed no later than two (2) weeks prior to you sending the rest of the signed docs back to me for filing. If it is older than two (2) weeks we will just have to send it back to you to do it again.**
6. **The Affidavit can be signed by a friend or colleague of yours who is willing to sign this Affidavit in front of a notary stating they know you and that they know you have been a resident for at least six (6) months. IT MUST BE A FRIEND AND SOMEONE OTHER THAN YOU OR YOUR SPOUSE!!!**
7. If you are not a FL resident but your spouse is then it would be your spouse that finds a friend to sign the affidavit.

**HERE IS A SAMPLE OF HOW IT SHOULD BE FILLED OUT**

I, {full legal name} \_\_\_\_\_ (friend of client) \_\_\_\_\_, being sworn, certify that the following statements are true: I have known {name} \_\_\_\_\_ (party who is the resident) \_\_\_\_\_ since {approximate date} \_\_\_\_\_ (date when you first met) \_\_\_\_\_; to the best of my understanding the petition in this action was filed on {date} \_\_\_\_\_

\_\_\_\_\_(date they sign the document below)\_\_\_\_\_; and I know of my own personal knowledge that this person has resided in the State of Florida for at least 6 months immediately before the date of signing this affidavit.

**VI. Special Interrogatories**

This should be signed by the Petitioner in front of a notary and returned to us. Everything is filled in here and you don't need to change anything.

**VII. Financial Affidavit**

I have sent you two financial affidavits - one for each of you. Financial Affidavits must be filled out by both parties to the best of their ability and signed in front of a notary. Don't agonize over the Affidavit, just complete it the best you can. In an uncontested divorce it is not really looked at carefully except to see that it is filled in and signed. If you don't know something then use your best guess or put N/A. If the answer is -0- then that is ok too. Most adults have some sort of income or some debts or assets so it is a red flag to the court if your document is full of only zeros. You have to at least try to fill it out accurately. If the court kicks it back to me because it is all -0- then you will have needlessly delayed your divorce.

**CANNOT BE WAIVED:** Pursuant to Florida law, and the requirements by the court in the county where your divorce is being filed, a waiver of Financial Affidavits is not allowed.

**VIII. Notice of Social Security Number**

I have provided one for each of you. You will each sign/notarize one and fill in your **Social Security Number** and **Date of Birth**.

**IX. Final Judgment**

I have provided you with a final judgment of dissolution. Nothing needs to be done this document except return it to me with the other signed documents.

**NAME CHANGE:** Please consider - If you do not include a name change request in your dissolution now, you will have to Petition the court later down the road, possibly attend a hearing, and pay additional filing fees (approx. \$430) We do not handle that type of service. It is completely up to you but if you change your mind and wish to request a name change, please pay the \$75 redraft fee on our website, email me specifying your maiden name, and we will update your documents for you accordingly.

**WHAT TO DO NEXT**

Double check to make sure all documents printed off correctly- spacing, page numbers, etc. If you send misprinted docs back to me, I can only email you and ask you to do them again and this will slow the process down for you.

## **Copies**

Please make two (2) copies of all signed documents for each of you to keep for your records and future use. One should be made for your spouse and one for you. I don't keep copies of your signed documents, I send those to the clerk for filing. If you don't keep copies for yourself you can get them but you will have to order them from the clerk with a fee.

## **Signed/Returned Documents**

Please scan/email all original signed documents as a PDF attachment to the following address:  
[floridasimpledivorce@gmail.com](mailto:floridasimpledivorce@gmail.com)

**The court no longer requires originals as they only E-File now, and scan/email saves you on time and shipping costs.**

**Email PDF attachments, please:**

- Scan and send as ONE attachment, not individual pages
  - If you do not have a home scanner or access to one we recommend using Genius Scan – a free app on your phone that easily scans and sends documents in PDF format
- Title the Subject of your email “YOUR LAST NAME – Scanned Documents”

\*If you do not have a home or office scanner, you can go to FedEx Kinkos (or any mailing office), or there is a free app on your phone you can download called GENIUS SCAN (orange app) that is very easy to use.

**PLEASE ONLY RETURN ALL DOCS TO ME AT THE SAME TIME ONCE YOU HAVE CHECKED OFF ON EACH BOX BELOW INDICATING THAT THE DOCUMENT HAS BEEN INCLUDED IN YOUR ENVELOPE. ALL DOCS WITH A NOTARY SECTION MUST HAVE A NOTARY SIGNATURE AS WELL AS NOTARY STAMP.**

\_\_\_ VITAL STATS (with addresses filled in)  
\_\_\_ PETITION FOR DISSOLUTION  
\_\_\_ ACCEPTANCE OF SERVICE  
\_\_\_ ANSWER AND WAIVER  
\_\_\_ MARITAL SETTLEMENT AGREEMENT (signed by both of you)  
\_\_\_ SPECIAL INTERROGATORIES  
\_\_\_ FINAL JUDGMENT (blank)  
\_\_\_ NOTICE OF SS# FOR YOU  
\_\_\_ NOTICE OF SS# FOR YOUR SPOUSE  
\_\_\_ PROOF OF RESIDENCY COPY OF FL. DL OF YOU OR YOUR SPOUSE  
\_\_\_ A FINANCIAL AFFIDAVIT FROM EACH OF YOU

## **FILING FEE**

When you send the signed documents back to me for filing you must include a **check** for the court's filing fee if you have not paid the fee **online** already.

If you choose to pay the filing fee online you can do so here <https://floridasimpledivorce.com/> under Payments. The filing fee if paid online is \$432.00.

If you choose to mail a check, please make the cashier's check or money order payable to Courtney B. Darnell, Esq. in the amount of \$422.28 so that we can file your action immediately. If at all possible please send them where no signature is required. If I happen to not be here when delivery is attempted it will just slow things down.

**WHEN I RECEIVE YOUR DOCUMENTS I WILL IMMEDIATELY EMAIL YOU TO INFORM YOU I HAVE RECEIVED THEM. IF YOU HAVE NOT RECEIVED THAT EMAIL YOU CAN ASSUME I HAVE NOT RECEIVED THEM YET. PLEASE DO NOT SEND ME EMAILS EVERY DAY ASKING IF I HAVE RECEIVED THEM YET.**

When I get them I will review them for errors. If I find issues I will email you and address those issues. If there are none I will process the documents for filing. If you don't get an email addressing issues then you can assume they were correct and we are proceeding with filing.

The next place you should look is on the Lee County clerk's website for any status updates. It can often take up to 10 days from the date I send you your email that I have received your documents for it to appear on the clerk's website. Please respect this timeline and do not email me if you do not see that it has been filed online yet. If it has not appeared on the website after that 10 day period then please alert me to your concern. We monitor it as well but it never hurts for you to remind me just in case.

Here is how you access and check your status:

### **Status Checks**

How to find your documents online:

- Go to **Leeclerk.org**
- On the top right side of the home page let your curser hover over the tab labeled **"Records"** and there will be a drop-down menu. Find and click **"Court Case Records"** in the left column.
- Halfway down the page click on **"Court Records Search"** in blue letters
- In the right column/side of the page click on **"Court Records Search"** in the green box.
- On the left please look for the section titled **"Search Criteria"** under that you will see **"Case Type."** Click on that and you will see a drop down menu and the box **"Domestic Relations"**
- Type in your first and last name and then at the bottom click on "I am not a robot" and then click "search".
- If you don't find it then put in your spouse's name instead of yours and try that. If you still don't find it please email us at [floridasimpledivorce@gmail.com](mailto:floridasimpledivorce@gmail.com)

*When you see your case name click on it and it will give you all the info on your case. It will tell you the case number and the date it was filed as well as what documents were filed. Finally it will give you the “disposition” date which means the date the judge signed your final judgment. That will be the date you are officially divorced.*

### **Time Frames**

After your divorce is filed FL Law requires that we **wait twenty (20) days** from the date of filing to send the Final Judgment for signing. We usually count on the court to sign it within about ten (10) days of that date but because of budget cuts in the clerk’s office it is not unusual for it to take 3 to 4 weeks from then before the judge signs off on it. We will notify you if we know of a problem.

### **Final Judgments**

When the divorce is signed by the judge both parties will be sent a “conformed” copy of the final judgment. This is all I get as well. It is perfectly legal but sometimes people request a “certified” copy of a Final Judgment. A certified copy contains a raised seal and the clerk’s official stamp. If you want or need a certified copy please contact the clerk of courts Lee County civil division to request it. Give them your name and/or case number and order one. They charge a small fee – usually around \$3.00. Once again you can get their contact info from their web site [Leeclerk.org](http://Leeclerk.org).

Sincerely,

Courtney B. Darnell, Esq.  
FLORIDA SIMPLE DIVORCE

CASE NO.

KURT PAUL OTT II  
Petitioner,  
vs.  
TINA LOUISE OTT  
Respondent,

## VITAL STATISTICS FORM

### GENERAL INFORMATION

1. DISSOLUTION
2. DATE OF FINAL JUDGMENT \_\_\_\_\_
5. DATE FILED AND RECORDED \_\_\_\_\_
6. PLACE OF MARRIAGE: NEW FREEDOM, PA
7. DATE OF MARRIAGE: July 29, 1988
8. TOTAL NUMBER OF LIVING CHILDREN: 0
9. NUMBER OF CHILDREN UNDER 18: 0
10. WHICH PARTY WAS PETITIONER: KURT PAUL OTT II
11. ATTORNEY FOR PETITIONER: COURTNEY B. DARNELL ESQ. 15275 Collier Blvd. #201/559 Naples FL 34119

### 12. PETITIONER INFO: (PLEASE PRINT CLEARLY)

NAME: \_\_\_\_\_  
FIRST MIDDLE LAST

RESIDENCE: \_\_\_\_\_  
STREET ADDRESS CITY COUNTY STATE ZIP

### 13. RESPONDENT INFO: (PLEASE PRINT CLEARLY)

NAME: \_\_\_\_\_  
FIRST MIDDLE LAST

RESIDENCE: \_\_\_\_\_  
STREET ADDRESS CITY COUNTY STATE ZIP

IN THE CIRCUIT COURT OF THE 20TH JUDICIAL CIRCUIT IN AND  
FOR LEE COUNTY, FLORIDA

CIVIL ACTION  
CASE NO.

IN RE: THE MARRIAGE OF

KURT PAUL OTT II  
Petitioner,

vs.

TINA LOUISE OTT  
Respondent.

\_\_\_\_\_:

**PETITION FOR DISSOLUTION OF MARRIAGE WITHOUT CHILDREN**

COUNT I

The Petitioner, KURT PAUL OTT II, states as follows:

1. This is an action for the dissolution of the bonds of marriage between the Petitioner, KURT PAUL OTT II, and the Respondent, TINA LOUISE OTT .
2. The petitioner waives all notices, trial, final hearings and all time periods required by law.
3. One party to this action has been a resident of the State of Florida for a period of time exceeding six (6) months prior to the filing of this Petition.
4. Petitioner and Respondent were married to each other on July 29, 1988, in NEW FREEDOM, PA and no longer cohabit as a married couple.
5. Petitioner and Respondent are each over age eighteen (18).
6. This is an uncontested divorce and the respondent has signed an “acceptance of service” and “answer and waiver” and therefore no special service will be required should either party be active duty military.
7. The marriage between the parties is irretrievably broken.
8. There are no minor children born of this marriage and neither party is now pregnant.
9. The parties have entered into a Marital Settlement Agreement for division of assets and debts which they are requesting the court ratify.

WHEREFORE, the Petitioner prays this Honorable Court issue an Order dissolving the bonds of marriage between the parties, determining responsibility for joint debts and obligations, and the division of all jointly owned personal property, and granting such other relief as the Court may deem proper.

s/COURTNEY B. DARNELL  
COURTNEY B. DARNELL, Esq.  
Florida Bar Number: 1013937  
15275 Collier Blvd. #201/559  
Naples, FL 34119

This document has been electronically signed as  
authorized by s. 668.004, F.S.

Respectfully submitted,

\_\_\_\_\_  
KURT PAUL OTT II, Petitioner

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared Petitioner, KURT PAUL OTT II, who, after first being duly sworn, deposed and stated that the Petition for Dissolution of Marriage was executed for the purposes therein stated and that the matters contained therein are true and correct. The affiant provided \_\_\_\_\_ as identification.

SWORN TO AND SUBSCRIBED before me, this \_\_\_\_\_ day of \_\_\_\_\_ 2025

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

IN THE CIRCUIT COURT OF THE 20TH JUDICIAL CIRCUIT IN AND  
FOR LEE COUNTY, FLORIDA

CIVIL ACTION

CASE NO. \_\_\_\_\_

IN RE: THE MARRIAGE OF

KURT PAUL OTT II  
Petitioner,

vs.

TINA LOUISE OTT  
Respondent.

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**ACCEPTANCE OF SERVICE**

Respondent, TINA LOUISE OTT , hereby accepts Service of Process on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2025, of the Petition of Dissolution of Marriage filed herein in lieu of Sheriff's  
service.

The above named Respondent hereby reserves twenty (20) days to answer or otherwise plead to  
said Petition for Dissolution of Marriage.

I HEREBY CERTIFY that the original of this Acceptance has been filed with the Clerk of the  
Court and a true and accurate copy furnished to COURTNEY B. DARNELL, Esquire, 15275 Collier  
Blvd. #201/559 Naples FL 34119, by U.S. Mail this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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TINA LOUISE OTT , Respondent

IN THE CIRCUIT COURT OF THE 20TH JUDICIAL CIRCUIT IN AND  
FOR LEE COUNTY, FLORIDA

IN RE: THE MARRIAGE OF

CIVIL ACTION  
CASE NO.

KURT PAUL OTT II  
Petitioner,  
vs.

TINA LOUISE OTT  
Respondent.

\_\_\_\_\_:

**ANSWER AND WAIVER AND REQUEST FOR FINAL JUDGMENT OF  
DISSOLUTION OF MARRIAGE**

The Respondent, TINA LOUISE OTT , in Answer to the Petition for Dissolution of Marriage filed in this cause, states:

1. Respondent answers the Petition for Dissolution of Marriage filed in this action and admits all the allegations. By admitting all of the allegations in the petition, respondent agrees to all relief requested in the petition including any requests regarding alimony, distribution of marital assets and liabilities, and temporary relief.
2. Respondent waives notice of hearing as well as all future notices in connection with the Petition for Dissolution of Marriage, as filed. Respondent also waives appearance at the final hearing. Respondent waives any and all time frames required by law.

Respondent requests that a copy of the Final Judgment of Dissolution of Marriage entered in this case be forwarded to Respondent.

I HEREBY CERTIFY that a true and correct copy of the foregoing Answer and Waiver has been furnished by U.S. Mail to COURTNEY B. DARNELL, 15275 Collier Blvd. #201/559 Naples FL 34119, on this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
TINA LOUISE OTT , Respondent

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared the Respondent, TINA LOUISE OTT , who, after first being duly sworn, deposed and stated that the Answer and Waiver was executed for the purposes therein stated and that the matters contained therein are true and correct. Respondent provided \_\_\_\_\_ DRIVERS LICENSE, \_\_\_\_\_ PERSONALLY KNOWN) as identification.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:

IN THE CIRCUIT COURT OF THE 20TH JUDICIAL CIRCUIT, IN  
AND FOR LEE COUNTY, FLORIDA

Case No.:  
Division: CIVIL

IN RE: THE MARRIAGE OF  
KURT PAUL OTT II

Petitioner  
and

TINA LOUISE OTT

Respondent.

\_\_\_\_\_ \

**AFFIDAVIT OF CORROBORATING WITNESS**

I, *{full legal name}* \_\_\_\_\_, being sworn, certify that the following statements are true: I have known *{name}* \_\_\_\_\_ since *{approximate date}* \_\_\_\_\_; I know of my own personal knowledge that this person has resided in the State of Florida for at least 6 months immediately before the date of signing this affidavit.

**I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.**

\_\_\_\_\_  
Signature of person signing affidavit

Printed name \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF *{name}* \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me on *{date}* \_\_\_\_\_,  
2025 by *{name}* \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC -- STATE OF \_\_\_\_\_

\_\_\_\_\_  
[Print, type, or stamp commissioned name of notary]

[check **one** only]

\_\_\_\_\_ Personally known  
\_\_\_\_\_ Produced identification

Type of identification produced \_\_\_\_\_

IN THE CIRCUIT COURT OF THE 20TH JUDICIAL CIRCUIT, IN AND FOR  
LEE COUNTY, FLORIDA

Case No.:  
Division: CIVIL

KURT PAUL OTT II  
Petitioner  
and

TINA LOUISE OTT  
Respondent.

---

**SPECIAL INTERROGATORIES FOR DISSOLUTION OF MARRIAGE**

I the undersigned under oath and penalty of perjury, swear or affirm as follows:

1. My name is KURT PAUL OTT II and I am now married to TINA LOUISE OTT .

We were married on July 29, 1988 in NEW FREEDOM, PA

2. I have read my petition and have no corrections.

3. This is an uncontested divorce and the respondent has signed an “acceptance of service” and “answer and waiver” and therefore no special service will be required should either party be active duty military.

4. One party to this action has been a resident of the State of Florida for at least 6 months prior to the filing of this action.

5. The marriage is irretrievably broken for the following reasons:

We have made every reasonable effort to save the marriage and are unable to do so.

6. There are no minor children born of this marriage and neither party is pregnant.

7. Both parties have signed a written agreement settling all the issues of this case. I recognize both signatures on that agreement. I believe this agreement is fair. We have listed all assets, liabilities and incomes to each other. We both signed this agreement freely and voluntarily. It is our desire to have the court adopt the agreement as part of the Final Judgment of Dissolution of Marriage.

8. Is either party asking the Court to restore her to a prior or maiden name? NO

9. The petitioner waives all notices, trial, final hearing and all time periods required by law.

\_\_\_\_\_  
KURT PAUL OTT II

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to or affirmed and subscribed before me on \_\_\_\_\_, 2025 by KURT PAUL OTT II.

\_\_\_\_\_  
NOTARY PUBLIC -STATE OF \_\_\_\_\_

\_\_\_\_\_  
[Print, type, or stamp commissioned name of notary]

[check **one** only]

\_\_\_\_\_ Personally known

\_\_\_\_\_ Produced identification

Type of identification produced \_\_\_\_\_

IN THE CIRCUIT COURT OF THE 20TH JUDICIAL CIRCUIT IN AND  
FOR LEE COUNTY, FLORIDA

CIVIL ACTION

CASE NO.

IN RE: THE MARRIAGE OF:  
KURT PAUL OTT II  
Petitioner,

vs.

TINA LOUISE OTT  
Respondent.

\_\_\_\_\_:

**FINAL JUDGMENT FOR DISSOLUTION OF MARRIAGE**

THIS CAUSE COMING ON FOR COURTS REVIEW upon the Petition for Dissolution of Marriage of the Petitioner, and it appearing that service on the Respondent was properly served on or waived by the Respondent, and upon review of the Pleadings, and after consideration of the Interrogatories of the Petitioner and Petitioner's proof of residency, and the parties having entered into a Marital Settlement Agreement, it appears that Petitioner is entitled to the relief prayed for in the Petition for Dissolution of Marriage.

ORDERED AND ADJUDGED

1. That the bonds of marriage between the Petitioner, KURT PAUL OTT II, and the Respondent, TINA LOUISE OTT , are dissolved as the marriage is irretrievably broken.
2. The Property Settlement and Separation Agreement executed voluntarily by the parties in their best interests is filed on record at the Lee County Courthouse, Ft. Myers, Florida. The Agreement and the Stipulation is approved and incorporated in this judgment by reference and the parties are ordered to comply with it in all respects.
3. Counsel is hereby discharged from further representation.

DONE AND ORDERED in Chambers at Ft. Myers, Lee County, Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
CIRCUIT COURT JUDGE

Copies to:  
KURT PAUL OTT II  
TINA LOUISE OTT

IN THE CIRCUIT COURT OF THE 20TH JUDICIAL CIRCUIT IN AND  
FOR LEE COUNTY, FLORIDA

IN RE: THE MARRIAGE OF

CIVIL ACTION  
CASE NO.

KURT PAUL OTT II

Petitioner,

vs.

TINA LOUISE OTT

Respondent.

\_\_\_\_\_:

**NOTICE OF SOCIAL SECURITY NUMBER**

I, KURT PAUL OTT II, certify that my social security number is -  
\_\_\_\_\_ as required in section 61.052(7), sections 61.13(9) or (10),  
section 742.031(3), sections 742.032(1)–(3), and/or sections 742.10(1)–(2), Florida Statutes. My  
date of birth is \_\_\_\_\_.

This notice is being filed in a dissolution of marriage case in which the parties have **no** minor  
children in common.

**I understand that I am swearing or affirming under oath to the truthfulness of the claims  
made in this notice and that the punishment for knowingly making a false statement  
includes fines and/or imprisonment.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
KURT PAUL OTT II

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to or affirmed and signed before me on \_\_\_\_\_  
by KURT PAUL OTT II.

\_\_\_\_\_  
NOTARY PUBLIC or DEPUTY CLERK

\_\_\_\_\_  
[Print, type, or stamp commissioned name of notary  
or clerk]

\_\_\_\_ Personally known  
\_\_\_\_ Produced identification  
Type of identification produced

IN THE CIRCUIT COURT OF THE 20TH JUDICIAL CIRCUIT IN AND  
FOR LEE COUNTY, FLORIDA

IN RE: THE MARRIAGE OF

CIVIL ACTION  
CASE NO.

KURT PAUL OTT II

Petitioner,

vs.

TINA LOUISE OTT

Respondent.

\_\_\_\_\_:

**NOTICE OF SOCIAL SECURITY NUMBER**

I, TINA LOUISE OTT , certify that my social security number is -  
\_\_\_\_\_ as required in section 61.052(7), sections 61.13(9) or (10),  
section 742.031(3), sections 742.032(1)–(3), and/or sections 742.10(1)–(2), Florida Statutes. My  
date of birth is \_\_\_\_\_.

This notice is being filed in a dissolution of marriage case in which the parties have **no** minor  
children in common.

**I understand that I am swearing or affirming under oath to the truthfulness of the claims  
made in this notice and that the punishment for knowingly making a false statement  
includes fines and/or imprisonment.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
TINA LOUISE OTT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to or affirmed and signed before me on \_\_\_\_\_

by TINA LOUISE OTT .

\_\_\_\_\_  
NOTARY PUBLIC or DEPUTY CLERK

\_\_\_\_\_  
[Print, type, or stamp commissioned name of notary  
or clerk]

\_\_\_\_\_ Personally known

\_\_\_\_\_ Produced identification

Type of identification produced

IN THE CIRCUIT COURT OF THE 20TH JUDICIAL CIRCUIT IN AND  
FOR LEE COUNTY, FLORIDA

CIVIL ACTION  
CASE NO.

IN RE: THE MARRIAGE OF:  
KURT PAUL OTT II  
Petitioner,

vs.

TINA LOUISE OTT  
Respondent.

\_\_\_\_\_:

**MARITAL SETTLEMENT AGREEMENT**

**THIS AGREEMENT** is entered by and between, KURT PAUL OTT II, and TINA LOUISE OTT .

**W I T N E S S E T H:**

**WHEREAS**, the parties to this Agreement are married. The parties were married on July 29, 1988, in NEW FREEDOM, PA ; and

**WHEREAS**, there are NO minor children born of the marriage and neither party is pregnant; No additional issue is contemplated; and

**WHEREAS**, certain disputes and irreconcilable differences have arisen between the parties, as a result of which they have separated and are now living separate and apart from each other; and

**WHEREAS**, it is the intention of the parties to continue to so live separate and apart from each other, and it is their desire to enter into an agreement under which their respective financial and property rights and all other respective rights, remedies, privileges and obligations to each other arising out of the marriage relation or otherwise, shall be fully prescribed and bounded thereby; and

**WHEREAS**, the parties hereto have had the opportunity to fully, separately and independently be apprised and advised of their respective legal rights, remedies, privileges and obligations arising out of their marriage relation or otherwise by counsel of their own choice and selection, and each having in addition thereto made independent inquiry and investigation with respect to all of the same, and each having been fully informed of the other's assets, property, holdings, income and prospects; and

**WHEREAS**, the parties hereto warrant and represent to the other that they, and each of them, fully understand all of the terms, covenants, conditions, provisions and obligations incumbent upon each of them by virtue of this agreement to be performed or contemplated by each of them hereunder, and each believes the same to be fair, just, reasonable to his/her respective individual best interests.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual exchange of covenants and conditions contained herein the parties hereto agree as follows:

\_\_\_\_\_  
Petitioner Initial

1

\_\_\_\_\_  
Respondent Initial

1. **Separate Residence:** The parties may, at all times hereafter, live separate and apart, free from interference, authority and control by the other as fully as if he or she were single and unmarried. Each may reside at such place or places as he or she may select and the parties shall not molest or interfere with each other nor shall either of them compel or attempt to compel each other to cohabit or dwell with the other.

2. **Noninterference.** Neither party shall in any manner annoy, molest or otherwise interfere with the other party hereto in his or her person or business; nor shall either party hereto institute or cause to be instituted any action, proceeding or suit to compel the other party hereto to cohabit with him or her.

3. **Disclosures of Assets and Liabilities.** Each party affirms that they have disclosed to the other all of the assets and liabilities owned or owed by them either individually, jointly or with any third party, and whether such assets or liabilities are marital or non-marital. Because the Petitioner and Respondent have voluntarily made full and fair disclosure to each other of all assets and debts, the Petitioner and Respondent do hereby agree to waive all disclosure requirements that are waivable pursuant to Florida Family Law Rule 12.285.

4. **Waiver of Claims Against Estate.** Except as otherwise expressly provided for in this Agreement, Petitioner does hereby waive, release, discharge, quitclaim and renounce unto the Respondent and their heirs and assigns, and the respondent does hereby waive, release, discharge, quitclaim and renounce unto the petitioner and their heirs and assigns:

- (1) All and every right to share in the estate of the other party upon the parties' death;
- (2) All and every right to elect to take a life estate in the real estate upon the death;
- (3) All and every right to a year's allowance upon the death;
- (4) All and every right to administer upon the estate of the other party's;
- (5) All other rights or interest in property, both real and personal, which they now have or may hereinafter acquire arising out of or accruing to them by reason of the death of the other party.

5. **Waivers of Rights, Claims or Benefits under the Will of the other.** The parties expressly waive any right, claim or benefit (including an appointment as personal representative, a bequest or devise) under any existing Will of the other. The parties further agree upon the death of the other to execute such other and further documents including documents of renunciation as may be reasonably required to give full, force and effect to this Agreement.

6. **Not Contingent on Dissolution.** It is agreed between the parties hereto that this Agreement is not contingent upon the entry of a final judgment of dissolution or divorce and that the

parties shall abide by the terms of this Agreement regardless of whether or not any such final judgment is entered. It is further understood, however, that in the event that an action for dissolution or divorce is brought, this Agreement shall be presented to the Court in which such action is brought for its approval, and if this Agreement is approved by said Court and if consistent with the laws of the jurisdiction wherein said judgment is entered, said Agreement shall become a part of any final judgment granted therein as if set out in said judgment verbatim. The parties understand that the Petitioner will commence an action for the dissolution of marriage in which this Agreement will be tendered to the Court for its approval.

7. **Attorney's Fees.** In order to eliminate any controversy between the parties with regard to attorney's fees and court costs in the prosecution of this dissolution action, it is agreed that the Petitioner shall be the responsible party to pay his/her attorney fees and court costs associated with the prosecution of this dissolution action. The Respondent has voluntarily elected not to retain counsel in this proceeding.

8. However, in the event that it becomes necessary to retain legal counsel and/or bring legal action to enforce any of the terms or conditions of this agreement, the prevailing party shall be entitled to and shall receive reimbursement of all costs and reasonable attorney's fees incurred therein including those on appeal from the other party, whether this matter is resolved with or without litigation.

9. **Subsequent Debts.** Neither party shall charge or cause to be charged or permit to be charged to or against the other, any obligations which either of them hereafter make, nor create any obligations in the name of or against the other, nor secure any credit upon or in the name or in connection with the other. Each party shall promptly pay all debts and discharge all financial obligations which he or she may incur for himself or herself and shall indemnify the other against any and all debts or other obligations which he or she may incur.

10. **Current and Past Debts.** Each party has debts or obligations held in their own individual name. Each party shall remain fully responsible for any and all debts in their individual name and shall release, indemnify and hold the other party harmless on said individual debts.

The parties mutually agree as equitable distribution of the marital estate that each party shall be individually and exclusively responsible and liable for satisfaction of their individually held credit card debt.

The parties believe to the best of their knowledge and after mutual inquiry, that there are no other current or past joint marital debts. In the event a joint marital debt is discovered after execution of this agreement, the party receiving the gain or benefit associated with the debt shall be responsible for the debt and shall release and indemnify the other party from the debt.

11. Neither party shall charge, nor cause or permit to be charged, to or against the other, any

purchase or purchases which either of them may make hereafter, without the consent of the other party. After the date of this Agreement, all individual obligations shall be the responsibility of the party incurring them, and neither shall incur any expenses in the name of the other.

Any joint obligations assumed by either party and any individual obligation of one party assumed by the other herein shall be the sole individual responsibility of that person assuming the obligation. The party assuming the obligation shall within fifteen (15) days of the signing of this agreement contact all creditors involved and shall assume full contractual liability of the herein assumed obligations.

12. **Real Property.** The parties have no real property for the court to address. Should either party own additional property in their own individual name, said property shall be free of any claims against it in any form by the other party.

13. **Alimony/Support for Petitioner or Respondent.** As equitable distribution of the marital estate, the parties hereby mutually agree that the Petitioner can afford and the Respondent shall receive \$5,000.00 per month as temporary support until February 1, 2031. The right to such support shall begin with the execution of this agreement and shall terminate automatically upon the death of either party or if the Respondent remarries prior to February 1, 2031.

14. **Personal Property.** Excluding the following, the personal property of the Petitioner and Respondent have already been divided between the parties to their satisfaction.

Pursuant to the Qualified Domestic Relations Order referenced that shall be filed herein, the parties mutually agree that the Respondent shall receive \$300,000.00 of the Petitioner's 401k funds, to be transferred at one time into an IRA account individually owned and chosen by the Respondent.

15. **Automobiles.** The parties have two automobiles to be divided between them by the court.

2024 Honda C-RV - The parties agree that the Respondent shall maintain sole ownership, interest, and liability for the vehicle, including any and all loan liability, insurance payments, required maintenance, and any other expenses. The Respondent shall release, indemnify, and hold the Petitioner harmless on said expenses and liabilities.

2025 Jeep Grand Cherokee - The parties agree that the Petitioner shall maintain sole ownership, interest, and liability for the vehicle, including any and all loan liability, insurance payments, required maintenance, and any other expenses. The Petitioner shall release, indemnify, and hold the Respondent harmless on said expenses and liabilities.

Each party will cooperate in the execution of any and all documents necessary to transfer title from joint names to singular names. In the event that either party fails to execute appropriate documents for the transfer of title within ten (10) days of a Final Judgment of Dissolution of Marriage incorporating

the terms and conditions of this Agreement, then transfer of title shall occur by operation of law.

Any additional vehicle titled in either party's individual name shall be the full responsibility of that individual and free of any claim against it by the other party.

16. **Non-Waiver of Rights.** The failure of either party to insist upon strict performance of any provisions of this Agreement shall not be deemed a waiver or relinquishment of the right thereafter to insist upon performance of that or any other provision of this Agreement.

17. **Representations.** The parties represent to each other as follows:

a) Each has had the opportunity for independent advice of Counsel of his or her own selection in the negotiation of this marital settlement. The Petitioner has been represented by COURTNEY B. DARNELL, ESQ. in the limited capacity of drafting of these documents and their processing to final judgment. She has not provided independent legal advice or tax advice to the Petitioner and the Petitioner specifically waives any responsibility by COURTNEY B. DARNELL for information omitted from these documents and assumes responsibility for self representation. These documents were drafted from the information provided by the Petitioner only and additional discovery was waived. Respondent has freely and voluntarily elected not to receive advice of counsel of his/her own choice and hereby assumes the responsibility of self representation. Each party fully understands the fact that each is signing this Agreement voluntarily and freely intending to be bound by it.

b) Each party has made full disclosure to the other of his or her financial circumstances.

c) Each party understands that this Agreement constitutes the entire contract between the parties and supersedes any prior understandings or agreements made by them on the subject covered in this Agreement. There are no representations or warranties other than those set forth in this Agreement.

d) The Petitioner was informed by his or her counsel of the laws of Florida with respect to the power of the Courts under certain conditions to modify the terms of this Agreement. The Respondent assumes the responsibility of self representation.

e) In the event of reconciliation, the parties understand that matters dealing with property division shall continue to be binding unless otherwise agreed in writing.

f) The parties agree and acknowledge that they have not received tax advice with reference to this document or the consequences of a dissolution of marriage.

18. **Modification and Waiver.** No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement. No waiver of any subsequent breach or default of any of the terms hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators and assigns.
20. **Execution of Documents.** It is agreed that both parties shall execute promptly any and all documents of any kind or character upon the request of the other which may be necessary or proper to effectuate any of the terms hereof.
21. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Florida.
22. **Partial Invalidity.** If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.
23. **Headings.** Paragraph headings contained herein are for convenience only and are not to be construed as having any substantive effect.
24. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto; there are no representations, warranties, promises, covenants, or understandings other than those expressly set forth herein.
25. **Acknowledgment.** The Petitioner and Respondent acknowledge that each of them has completely read the above paragraphs and that they understand this Agreement fully, that they are aware of the wealth and income of the other which they would be entitled upon dissolution of marriage if this agreement were not executed; that they are satisfied with the provisions in the agreement made for them, and that they have each signed this Agreement voluntarily of their own free will without force, threats, or any compulsion of the other party or anyone else and intend to be bound by it.
26. The parties have signed this agreement but agree to and acknowledge that an electronically duplicated or image of the signatures affixed hereto shall be of the same force and affect as an original signature under Florida Statute Chapter 668.
27. **FINAL JUDGMENT.** Both parties hereby reviewed and agreed to the Final Judgment of Dissolution.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and acknowledged this Agreement the day and year as set forth below.

\_\_\_\_\_  
TINA LOUISE OTT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared the Respondent, TINA LOUISE OTT who, after first being duly sworn, deposed and stated that the Marital Settlement Agreement was executed for the purposes therein stated and that the matters contained therein are true and correct. Respondent provided (DRIVERS LICENSE, PERSONALLY KNOWN) as identification.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:

\_\_\_\_\_  
KURT PAUL OTT II

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared the Petitioner, who, after first being duly sworn, deposed and stated that the Marital Settlement Agreement was executed for the purposes therein stated and that the matters contained therein are true and correct. Petitioner provided (DRIVERS LICENSE, PERSONALLY KNOWN) as identification.

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires

\_\_\_\_\_  
Petitioner Initial

\_\_\_\_\_  
Respondent Initial

IN THE CIRCUIT COURT OF THE 20th JUDICIAL CIRCUIT,  
IN AND FOR LEE COUNTY, FLORIDA

Case No.: \_\_\_\_\_  
Division: CIVIL

KURT PAUL OTT II  
Petitioner,

and

TINA LOUISE OTT  
Respondent.

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**FAMILY LAW FINANCIAL AFFIDAVIT**

I, KURT PAUL OTT II, being sworn, certify that the following information is true:

My Occupation: \_\_\_\_\_ Employed by: \_\_\_\_\_

Business Address: \_\_\_\_\_

Pay rate: \$ \_\_\_\_\_ ( ) every week ( ) every other week ( ) twice a month ( ) monthly  
( ) other: \_\_\_\_\_ ( ) Unemployed

**SECTION I. PRESENT MONTHLY GROSS INCOME:**

**All amounts must be MONTHLY.** See the instructions with this form to figure out money amounts for anything that is NOT paid monthly. Attach more paper, if needed. Items included under "other" should be listed separately with separate dollar amounts.

1. \$ \_\_\_\_\_ Monthly gross salary or wages
2. \_\_\_\_\_ Monthly bonuses, commissions, allowances, overtime, tips, and similar payments
3. \_\_\_\_\_ Monthly business income from sources such as self-employment, partnerships, close corporations, and/or independent contracts (gross receipts minus ordinary and necessary expenses required to produce income) (Attach sheet itemizing such income and expenses.)
4. \_\_\_\_\_ Monthly disability benefits/SSI
5. \_\_\_\_\_ Monthly Workers' Compensation
6. \_\_\_\_\_ Monthly Unemployment Compensation
7. \_\_\_\_\_ Monthly pension, retirement, or annuity payments
8. \_\_\_\_\_ Monthly Social Security benefits
9. \_\_\_\_\_ Monthly alimony actually received (Add 9a and 9b)
  - 9a. From this case: \$ \_\_\_\_\_
  - 9b. From other case(s): \_\_\_\_\_
10. \_\_\_\_\_ Monthly interest and dividends
11. \_\_\_\_\_ Monthly rental income (gross receipts minus ordinary and necessary expenses required to produce income) (Attach sheet itemizing such income and expense items.)
12. \_\_\_\_\_ Monthly income from royalties, trusts, or estates
13. \_\_\_\_\_ Monthly reimbursed expenses and in-kind payments to the extent that they reduce personal living expenses

14. \_\_\_\_\_ Monthly gains derived from dealing in property (not including nonrecurring gains)  
15. \_\_\_\_\_ Any other income of a recurring nature (list source) \_\_\_\_\_  
16. \_\_\_\_\_  
17. \$ \_\_\_\_\_ **TOTAL PRESENT MONTHLY GROSS INCOME** (Add lines 1–16)

**PRESENT MONTHLY DEDUCTIONS:**

18. \$ \_\_\_\_\_ Monthly federal, state, and local income tax (corrected for filing status and allowable dependents and income tax liabilities)  
    a. Filing Status \_\_\_\_\_  
    b. Number of dependents claimed \_\_\_\_\_  
19. \_\_\_\_\_ Monthly FICA or self-employment taxes  
20. \_\_\_\_\_ Monthly Medicare payments  
21. \_\_\_\_\_ Monthly mandatory union dues  
22. \_\_\_\_\_ Monthly mandatory retirement payments  
23. \_\_\_\_\_ Monthly health insurance payments (including dental insurance), excluding portion paid for any minor children of this relationship  
24. \_\_\_\_\_ Monthly court-ordered child support actually paid for children from another relationship  
25. \_\_\_\_\_ Monthly court-ordered alimony actually paid (Add 25a and 25b)  
    25a. from this case: \$ \_\_\_\_\_  
    25b. from other case(s): \$ \_\_\_\_\_  
26. \$ \_\_\_\_\_ **TOTAL DEDUCTIONS ALLOWABLE UNDER SECTION 61.30, FLORIDA STATUTES**  
    (Add lines 18 through 25).  
27. \$ \_\_\_\_\_ **PRESENT NET MONTHLY INCOME** (Subtract line 26 from line 17)

**SECTION II. AVERAGE MONTHLY EXPENSES**

**Proposed/Estimated Expenses.** If this is a dissolution of marriage case **and** your expenses as listed below do not reflect what you actually pay currently, you should write “estimate” next to each amount that is estimated.

**A. HOUSEHOLD:**

Mortgage or rent \$ \_\_\_\_\_  
Property taxes \$ \_\_\_\_\_  
Utilities \$ \_\_\_\_\_  
Telephone \$ \_\_\_\_\_  
Food \$ \_\_\_\_\_  
Meals outside home \$ \_\_\_\_\_  
Maintenance/Repairs \$ \_\_\_\_\_  
Other: \_\_\_\_\_ \$ \_\_\_\_\_

**B. AUTOMOBILE**

Gasoline \$ \_\_\_\_\_  
Repairs \$ \_\_\_\_\_  
Insurance \$ \_\_\_\_\_

**C. CHILD(REN)’S EXPENSES**

Day care \$ \_\_\_\_\_  
Lunch money \$ \_\_\_\_\_  
Clothing \$ \_\_\_\_\_  
Grooming \$ \_\_\_\_\_

Gifts for holidays \$ \_\_\_\_\_  
Medical/Dental (uninsured) \$ \_\_\_\_\_  
Other: \_\_\_\_\_ \$ \_\_\_\_\_

**D. INSURANCE**

Medical/Dental (if not listed on lines 23 or 45) \$ \_\_\_\_\_  
Child(ren)’s medical/dental \$ \_\_\_\_\_  
Life \$ \_\_\_\_\_  
Other: \_\_\_\_\_ \$ \_\_\_\_\_

**E. OTHER EXPENSES NOT LISTED ABOVE**

Clothing \$ \_\_\_\_\_  
Medical/Dental (uninsured) \$ \_\_\_\_\_  
Grooming \$ \_\_\_\_\_  
Entertainment \$ \_\_\_\_\_

Gifts \$ \_\_\_\_\_  
 Religious organizations \$ \_\_\_\_\_  
 Miscellaneous \$ \_\_\_\_\_

**F. PAYMENTS TO CREDITOR:**

**MONTHLY  
PAYMENT**

Other: _____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____

28. \$ \_\_\_\_\_ **TOTAL MONTHLY EXPENSES** (add **ALL** monthly amounts in A through F above)

**SUMMARY**

29. \$ \_\_\_\_\_ **TOTAL PRESENT MONTHLY NET INCOME** (from line 27 of SECTION I. INCOME)

30. \$ \_\_\_\_\_ **TOTAL MONTHLY EXPENSES** (from line 28 above)

31. \$ \_\_\_\_\_ **SURPLUS** (If line 29 is more than line 30, subtract line 30 from line 29. This is the amount of your surplus. Enter that amount here.)

32. (\$ \_\_\_\_\_) **(DEFICIT)** (If line 30 is more than line 29, subtract line 29 from line 30. This is the amount of your deficit. Enter that amount here.)

**SECTION III. ASSETS AND LIABILITIES**

Use the **nonmarital column only** if this is a petition for dissolution of marriage and you believe an item is **“nonmarital,”** meaning it belongs to only one of you and should not be divided. You should indicate to whom you believe the item(s) or debt belongs. (Typically, you will only use this column if property/debt was owned/owed by one spouse before the marriage. See the **“General Information for Self-Represented Litigants”** found at the beginning of these forms and section 61.075(1), Florida Statutes, for definitions of “marital” and “nonmarital” assets and liabilities.)

**A. ASSETS:**

DESCRIPTION OF ITEM(S). List a description of each separate item owned by you (and/or your spouse, if this is a petition for dissolution of marriage). LIST ONLY LAST 4 DIGITS OF ACCOUNT NUMBERS. Check the line next to any asset(s) which you are requesting the judge award to you.		Current Fair Market Value	Nonmarital (check correct column)	
			Pet	Resp
<input type="checkbox"/>	Cash (on hand)	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Cash (in banks or credit unions)	_____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Stocks, Bonds, Notes	_____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Real estate: (Home)	_____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	(Other)	_____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Automobiles	_____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Other personal property	_____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Retirement plans (Profit Sharing, Pension, IRA, 401(k)s, etc.)	_____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Other	_____	<input type="checkbox"/>	<input type="checkbox"/>

DESCRIPTION OF ITEM(S). List a description of each separate item owned by you (and/or your spouse, if this is a petition for dissolution of marriage). LIST ONLY LAST 4 DIGITS OF ACCOUNT NUMBERS. Check the line next to any asset(s) which you are requesting the judge award to you.		Current Fair Market Value	Nonmarital (check correct column)	
			Pet	Resp
	Check here if additional pages are attached.			
<b>Total Assets</b> (add next column)		\$		

#### B. LIABILITIES:

DESCRIPTION OF ITEM(S). List a description of each separate debt owed by you (and/or your spouse, if this is a petition for dissolution of marriage). LIST ONLY LAST 4 DIGITS OF ACCOUNT NUMBERS. Check the line next to any debt(s) for which you believe you should be responsible.		Current Amount Owed	Nonmarital (check correct column)	
			Pet	Resp
	Mortgages on real estate: First mortgage on home	\$		
	Second mortgage on home			
	Other mortgages			
	Auto loans			
	Charge/credit card accounts			
	Other			
	Check here if additional pages are attached.			
<b>Total Debts</b> (add next column)		\$		

#### C. CONTINGENT ASSETS AND LIABILITIES:

INSTRUCTIONS: If you have any **POSSIBLE assets** (income potential, accrued vacation or sick leave, bonus, inheritance, etc.) or **POSSIBLE liabilities** (possible lawsuits, future unpaid taxes, contingent tax liabilities, debts assumed by another), you must list them here.

Contingent Assets		Possible Value	Nonmarital (check correct column)	
Check the line next to any contingent asset(s) which you are requesting the judge award to you.			Pet	Resp
		\$		
<b>Total Contingent Assets</b>		<b>\$</b>		

Contingent Liabilities		Possible Amount Owed	Nonmarital (check correct column)	
Check the line next to any contingent debt(s) for which you believe you should be responsible.			Pet	Resp
		\$		
<b>Total Contingent Liabilities</b>		<b>\$</b>		

#### SECTION IV. CHILD SUPPORT GUIDELINES WORKSHEET

(Florida Family Law Rules of Procedure Form 12.902(e), Child Support Guidelines Worksheet, MUST be filed with the court at or prior to a hearing to establish or modify child support. This requirement cannot be waived by the parties.)

[Check **one** only]

☐ **A Child Support Guidelines Worksheet IS or WILL BE filed in this case.** This case involves the establishment or modification of child support.

☒ **A Child Support Guidelines Worksheet IS NOT being filed in this case.** The establishment or modification of child support is not an issue in this case.

I certify that a copy of this document was [check all used]: ( ) e-mailed ( ) mailed ( ) faxed ( ) hand delivered to the person(s) listed below on {date} \_\_\_\_\_.

#### Other party or his/her attorney:

Name: TINA LOUISE OTT

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address(es): \_\_\_\_\_

**I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
KURT PAUL OTT II

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address(es): \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to or affirmed and signed before me on \_\_\_\_\_ by KURT PAUL OTT II.

\_\_\_\_\_  
NOTARY PUBLIC or DEPUTY CLERK

\_\_\_\_\_  
[Print, type, or stamp commissioned  
name of notary or deputy clerk.]

\_\_\_\_ Personally known

\_\_\_\_ Produced identification

Type of identification produced \_\_\_\_\_

IN THE CIRCUIT COURT OF THE 20th JUDICIAL CIRCUIT,  
IN AND FOR LEE COUNTY, FLORIDA

Case No.: \_\_\_\_\_  
Division: CIVIL

KURT PAUL OTT II  
Petitioner,

and

TINA LOUISE OTT  
Respondent.

---

**FAMILY LAW FINANCIAL AFFIDAVIT**

I, TINA LOUISE OTT, being sworn, certify that the following information is true:

My Occupation: \_\_\_\_\_ Employed by: \_\_\_\_\_

Business Address: \_\_\_\_\_

Pay rate: \$ \_\_\_\_\_ ( ) every week ( ) every other week ( ) twice a month ( ) monthly  
( ) other: \_\_\_\_\_ ( ) Unemployed

**SECTION I. PRESENT MONTHLY GROSS INCOME:**

**All amounts must be MONTHLY.** See the instructions with this form to figure out money amounts for anything that is NOT paid monthly. Attach more paper, if needed. Items included under "other" should be listed separately with separate dollar amounts.

1. \$ \_\_\_\_\_ Monthly gross salary or wages
2. \_\_\_\_\_ Monthly bonuses, commissions, allowances, overtime, tips, and similar payments
3. \_\_\_\_\_ Monthly business income from sources such as self-employment, partnerships, close corporations, and/or independent contracts (gross receipts minus ordinary and necessary expenses required to produce income) (Attach sheet itemizing such income and expenses.)
4. \_\_\_\_\_ Monthly disability benefits/SSI
5. \_\_\_\_\_ Monthly Workers' Compensation
6. \_\_\_\_\_ Monthly Unemployment Compensation
7. \_\_\_\_\_ Monthly pension, retirement, or annuity payments
8. \_\_\_\_\_ Monthly Social Security benefits
9. \_\_\_\_\_ Monthly alimony actually received (Add 9a and 9b)
  - 9a. From this case: \$ \_\_\_\_\_
  - 9b. From other case(s): \_\_\_\_\_
10. \_\_\_\_\_ Monthly interest and dividends
11. \_\_\_\_\_ Monthly rental income (gross receipts minus ordinary and necessary expenses required to produce income) (Attach sheet itemizing such income and expense items.)
12. \_\_\_\_\_ Monthly income from royalties, trusts, or estates
13. \_\_\_\_\_ Monthly reimbursed expenses and in-kind payments to the extent that they reduce personal living expenses

14. \_\_\_\_\_ Monthly gains derived from dealing in property (not including nonrecurring gains)  
15. \_\_\_\_\_ Any other income of a recurring nature (list source) \_\_\_\_\_  
16. \_\_\_\_\_  
17. \$ \_\_\_\_\_ **TOTAL PRESENT MONTHLY GROSS INCOME** (Add lines 1–16)

**PRESENT MONTHLY DEDUCTIONS:**

18. \$ \_\_\_\_\_ Monthly federal, state, and local income tax (corrected for filing status and allowable dependents and income tax liabilities)  
    c. Filing Status \_\_\_\_\_  
    d. Number of dependents claimed \_\_\_\_\_  
19. \_\_\_\_\_ Monthly FICA or self-employment taxes  
20. \_\_\_\_\_ Monthly Medicare payments  
21. \_\_\_\_\_ Monthly mandatory union dues  
22. \_\_\_\_\_ Monthly mandatory retirement payments  
23. \_\_\_\_\_ Monthly health insurance payments (including dental insurance), excluding portion paid for any minor children of this relationship  
24. \_\_\_\_\_ Monthly court-ordered child support actually paid for children from another relationship  
25. \_\_\_\_\_ Monthly court-ordered alimony actually paid (Add 25a and 25b)  
    25a. from this case: \$ \_\_\_\_\_  
    25b. from other case(s): \$ \_\_\_\_\_  
26. \$ \_\_\_\_\_ **TOTAL DEDUCTIONS ALLOWABLE UNDER SECTION 61.30, FLORIDA STATUTES**  
    (Add lines 18 through 25).  
27. \$ \_\_\_\_\_ **PRESENT NET MONTHLY INCOME** (Subtract line 26 from line 17)

**SECTION II. AVERAGE MONTHLY EXPENSES**

**Proposed/Estimated Expenses.** If this is a dissolution of marriage case **and** your expenses as listed below do not reflect what you actually pay currently, you should write “estimate” next to each amount that is estimated.

**E. HOUSEHOLD:**

Mortgage or rent \$ \_\_\_\_\_  
Property taxes \$ \_\_\_\_\_  
Utilities \$ \_\_\_\_\_  
Telephone \$ \_\_\_\_\_  
Food \$ \_\_\_\_\_  
Meals outside home \$ \_\_\_\_\_  
Maintenance/Repairs \$ \_\_\_\_\_  
Other: \_\_\_\_\_ \$ \_\_\_\_\_

**F. AUTOMOBILE**

Gasoline \$ \_\_\_\_\_  
Repairs \$ \_\_\_\_\_  
Insurance \$ \_\_\_\_\_

**G. CHILD(REN)’S EXPENSES**

Day care \$ \_\_\_\_\_  
Lunch money \$ \_\_\_\_\_  
Clothing \$ \_\_\_\_\_  
Grooming \$ \_\_\_\_\_

Gifts for holidays \$ \_\_\_\_\_  
Medical/Dental (uninsured) \$ \_\_\_\_\_  
Other: \_\_\_\_\_ \$ \_\_\_\_\_

**H. INSURANCE**

Medical/Dental (if not listed on lines 23 or 45) \$ \_\_\_\_\_  
Child(ren)’s medical/dental \$ \_\_\_\_\_  
Life \$ \_\_\_\_\_  
Other: \_\_\_\_\_ \$ \_\_\_\_\_

**E. OTHER EXPENSES NOT LISTED ABOVE**

Clothing \$ \_\_\_\_\_  
Medical/Dental (uninsured) \$ \_\_\_\_\_  
Grooming \$ \_\_\_\_\_  
Entertainment \$ \_\_\_\_\_

Gifts \$ \_\_\_\_\_  
 Religious organizations \$ \_\_\_\_\_  
 Miscellaneous \$ \_\_\_\_\_

**F. PAYMENTS TO CREDITOR:**

**MONTHLY  
PAYMENT**

Other: _____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____

28. \$ \_\_\_\_\_ **TOTAL MONTHLY EXPENSES** (add **ALL** monthly amounts in A through F above)

**SUMMARY**

29. \$ \_\_\_\_\_ **TOTAL PRESENT MONTHLY NET INCOME** (from line 27 of SECTION I. INCOME)

30. \$ \_\_\_\_\_ **TOTAL MONTHLY EXPENSES** (from line 28 above)

31. \$ \_\_\_\_\_ **SURPLUS** (If line 29 is more than line 30, subtract line 30 from line 29. This is the amount of your surplus. Enter that amount here.)

32. (\$ \_\_\_\_\_) **(DEFICIT)** (If line 30 is more than line 29, subtract line 29 from line 30. This is the amount of your deficit. Enter that amount here.)

**SECTION III. ASSETS AND LIABILITIES**

Use the **nonmarital column only** if this is a petition for dissolution of marriage and you believe an item is “**nonmarital,**” meaning it belongs to only one of you and should not be divided. You should indicate to whom you believe the item(s) or debt belongs. (Typically, you will only use this column if property/debt was owned/owed by one spouse before the marriage. See the “**General Information for Self-Represented Litigants**” found at the beginning of these forms and section 61.075(1), Florida Statutes, for definitions of “marital” and “nonmarital” assets and liabilities.)

**D. ASSETS:**

DESCRIPTION OF ITEM(S). List a description of each separate item owned by you (and/or your spouse, if this is a petition for dissolution of marriage). LIST ONLY LAST 4 DIGITS OF ACCOUNT NUMBERS. Check the line next to any asset(s) which you are requesting the judge award to you.		Current Fair Market Value	Nonmarital (check correct column)	
			Pet	Resp
	Cash (on hand)	\$		
	Cash (in banks or credit unions)			
	Stocks, Bonds, Notes			
	Real estate: (Home)			
	(Other)			
	Automobiles			
	Other personal property			
	Retirement plans (Profit Sharing, Pension, IRA, 401(k)s, etc.)			
	Other			

DESCRIPTION OF ITEM(S). List a description of each separate item owned by you (and/or your spouse, if this is a petition for dissolution of marriage). LIST ONLY LAST 4 DIGITS OF ACCOUNT NUMBERS. Check the line next to any asset(s) which you are requesting the judge award to you.		Current Fair Market Value	Nonmarital (check correct column)	
			Pet	Resp
	Check here if additional pages are attached.			
<b>Total Assets</b> (add next column)		\$		

#### E. LIABILITIES:

DESCRIPTION OF ITEM(S). List a description of each separate debt owed by you (and/or your spouse, if this is a petition for dissolution of marriage). LIST ONLY LAST 4 DIGITS OF ACCOUNT NUMBERS. Check the line next to any debt(s) for which you believe you should be responsible.		Current Amount Owed	Nonmarital (check correct column)	
			Pet	Resp
	Mortgages on real estate: First mortgage on home	\$		
	Second mortgage on home			
	Other mortgages			
	Auto loans			
	Charge/credit card accounts			
	Other			
	Check here if additional pages are attached.			
<b>Total Debts</b> (add next column)		\$		

#### F. CONTINGENT ASSETS AND LIABILITIES:

INSTRUCTIONS: If you have any **POSSIBLE assets** (income potential, accrued vacation or sick leave, bonus, inheritance, etc.) or **POSSIBLE liabilities** (possible lawsuits, future unpaid taxes, contingent tax liabilities, debts assumed by another), you must list them here.

Contingent Assets		Possible Value	Nonmarital (check correct column)	
Check the line next to any contingent asset(s) which you are requesting the judge award to you.			Pet	Resp
		\$		
Total Contingent Assets		\$		

Contingent Liabilities		Possible Amount Owed	Nonmarital (check correct column)	
Check the line next to any contingent debt(s) for which you believe you should be responsible.			Pet	Resp
		\$		
Total Contingent Liabilities		\$		

#### SECTION IV. CHILD SUPPORT GUIDELINES WORKSHEET

(Florida Family Law Rules of Procedure Form 12.902(e), Child Support Guidelines Worksheet, MUST be filed with the court at or prior to a hearing to establish or modify child support. This requirement cannot be waived by the parties.)

[Check **one** only]

☐ **A Child Support Guidelines Worksheet IS or WILL BE filed in this case.** This case involves the establishment or modification of child support.

☒ **A Child Support Guidelines Worksheet IS NOT being filed in this case.** The establishment or modification of child support is not an issue in this case.

I certify that a copy of this document was [check all used]: ( ) e-mailed ( ) mailed ( ) faxed ( ) hand delivered to the person(s) listed below on {date} \_\_\_\_\_.

#### Other party or his/her attorney:

Name: KURT PAUL OTT II

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address(es): \_\_\_\_\_

**I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
TINA LOUISE OTT

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address(es): \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to or affirmed and signed before me on \_\_\_\_\_ by TINA LOUISE OTT .

\_\_\_\_\_  
NOTARY PUBLIC or DEPUTY CLERK

\_\_\_\_\_  
[Print, type, or stamp commissioned  
name of notary or deputy clerk.]

\_\_\_\_ Personally known

\_\_\_\_ Produced identification

Type of identification produced \_\_\_\_\_