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### DOCUMENT INFORMATION

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<b>Clerk of the Circuit Court:</b>	Honorable Brenda D. Forman
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**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. **FMCE21012965** DIVISION: **37** JUDGE: **Cohen, Dale C. (37)**

**Sandra Ferraz Marimoto**

Plaintiff(s) / Petitioner(s)

v.

**Daniel Satoshi Marimoto**

Defendant(s) / Respondent(s)

\_\_\_\_\_ /

**FINAL JUDGMENT**

**THIS CAUSE** came before this Honorable Court on February 13, 2023 for the Final Hearing and Final Testimony on the Petitioner’s Petition for Dissolution of Marriage; Partition of Real Property, and for other related relief. After having heard the parties’ testimony and consideration of all evidence, and being fully advised on the matter, this Court makes these findings of fact and reaches these conclusions of law:

**FINDINGS:**

1. This is an action for Dissolution of Marriage between the Petitioner/Wife/Mother, SANDRA FERRAZ MARIMOTO and the Respondent/Husband/Father, DANIEL SATOSHI MARIMOTO.
2. This Honorable Court has jurisdiction over the Parties and the subject matter hereof.
3. One or both of the parties has been a resident of the State of Florida for at least six (6) months prior to the filing of this action.
4. Neither the Petitioner nor the Respondent is now or has been a member of the U.S. Military as defined by the Amended Soldiers’ and Sailors’ Civil Relief Act of 1940.
5. The marriage between the Parties is irretrievably broken.
6. The Parties have one Minor Child in common to wit, and the Wife is not pregnant:  
 S.F.M., born on February 21, 2013.
7. The Respondent has been personally served with the Petition for Dissolution of

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Marriage on October 15, 2021, and has failed to file any response. The Clerk of Court has entered a default against the Respondent on November 24, 2021.

8. The Petitioner has filed a financial affidavit which states her monthly income as \$9,260. Through subpoenas, the Petitioner has been able to obtain the Respondent's employment records. Based on those records, it has been established that the Respondent's monthly income is \$9,725. The Petitioner has filed a child support guideline, attached as Exhibit A, which establishes the child support payment from the Respondent to the Petitioner in the amount of \$438.30 per month.
9. The child has health insurance coverage through the Respondent's employment.
10. The Petitioner/Mother has filed a Proposed Parenting Plan, attached as Exhibit B. The Court finds that said Proposed Parenting Plan is in the best interest of the Minor Child.
11. The Respondent attended the final hearing and did not object or oppose to the documents filed by the Petitioner for the adjudication of this matter.

ORDERED AND ADJUDGED:

- A. The marriage between the Parties is dissolved and the parties are restored to the status of being single.
- B. The Child Support Guidelines attached as Exhibit A, is approved by the Court and incorporated herein, but not merged. The Respondent/Father shall pay the Petitioner/Mother \$ 438.30 as monthly child support for the Minor Child on the 1<sup>st</sup> day of the month, commencing March 1, 2023. Should the Respondent ever be more than fourteen (14) days late with the payment of child support, the Petitioner shall be entitled to the entry of an Income Withholding Order without leave of court, and if the Respondent is self-employed then all payments shall be paid directly to the Florida State Disbursement Unit (FLSDU).
- C. The Respondent/Father's child support obligation shall continue until such time the Minor Child reaches the age of eighteen (18), or is between the ages of 18 and 19, and is still in high school, performing in good faith with a reasonable expectation of graduation before the age of 19. The support shall be paid until the child graduates high school, the child's marriage, the child's entry into the armed forces, the child's death or the child's emancipation; whichever shall first occur.
- D. The Respondent does not owe any back child support.
- E. The Proposed Parenting Plan, attached as Exhibit B, is approved by the Court and incorporated herein, but not merged. The parenting plan is in the best interest of the Minor Child. The Parties shall obey all of its provisions.

- F. The United States is the country of habitual residence of the child. The State of Florida maintains the most significant contacts with the child and is the most appropriate forum for addressing parenting contacts. The State of Florida is the child's home state for purposes of the Uniform Child Custody Jurisdiction and Enforcement Act and the Parenting Kidnapping Prevention Act. Venue is proper in Palm Beach County, Florida. The requirements of the International Child Abduction Remedies Act and the Convention of the Civil Aspects of International Child Abduction enacted at the Hague Convention on October 25, 1980, are met.
- G. The parties shall have Shared Parental Responsibility as it is in the best interests of the child that the parents confer and jointly and make all major decisions affecting the welfare of the child. Major decisions include, but are not limited to, decisions about the child's education, healthcare, extracurricular activities, and other responsibilities unique to this family. The parents shall confer with each other and share decision making authority with a view toward arriving at long-range and major decisions that promote the best interests of the child. Neither parent shall unreasonably withhold consent in making such joint decisions nor shall either parent make a major change in any situation affecting the child's health, education, social development, or emotional welfare without the agreement of the other parent. Either party may execute any necessary consents pursuant to Fla. Stat. §61.13(2)(b)3.a.
- H. The costs of agreed upon extracurricular activities, including uniforms and equipment, shall be paid by the parents 50/50, with the Petitioner/Mother paying fifty percent (50%) and the Respondent/Father paying fifty percent (50%).
- I. All health insurance cost, psychologist, dental and vision insurance, and uncovered medical expenses, school related expenses, and other expenses for the benefit of the Minor Child shall be paid by the parents 50/50, with the Petitioner/Mother paying fifty percent (50%) and the Respondent/Father paying fifty percent (50%).
- J. The Party incurring the aforementioned expenses shall provide proof of payment to the other Party within thirty (30) days of payment and the other Party shall reimburse their respective percentage of same within thirty (30) days of receiving proof of payment. If the Party incurring the expense does not notify the other Party in writing via receipt within the thirty (30) days indicated herein, then they shall waive their right to reimbursement of the expense incurred.
- K. The Respondent/Father shall purchase a life insurance policy in the minimum amount of \$60,000 to secure his child support obligation, including the Petitioner/Wife as the beneficiary.

- L. The Petitioner/Mother shall be entitled to claim the Minor Child S.F.M. as a dependent on tax returns as well as claim related tax credits every even fiscal year and the Respondent/Father shall be entitled to claim the Minor Child S.F.M. as a dependent on tax returns as well as claim related tax credits every odd fiscal year.
- M. Timesharing with the Minor Child shall follow the schedule stated in the Proposed Parenting Plan, attached as Exhibit B. Based upon the timesharing schedule, the Petitioner/Mother shall have a total of 247 overnights per year and the Respondent/Father shall have a total of 118 overnights per year, totaling 365 nights.
- N. The proposed Equitable Distribution Chart, attached as Exhibit C, which equitable distributes all of the parties' marital assets and liabilities, is approved by the Court and incorporated herein, but not merged.
- O. The Respondent/Father shall continue to keep the Minor Child in his health insurance family plan and shall be responsible for the payment of the health insurance cost. In the event that the Respondent/Father involuntarily loses the health insurance family coverage, the cost of the Minor Child's health insurance shall be paid by the parents 50/50, with the Petitioner/Mother paying fifty percent (50%) and the Respondent/Father paying fifty percent (50%).
- P. The parties shall be entitled to their respective property interests as provided for in the aforementioned Equitable Distribution Chart.
- Q. Each Party shall indemnify, defend, and hold the other harmless from any costs, claims or expenses, including, without limitation, attorney's fees, arising in connection with the ownership of his or her respective property interest as provided for the Equitable Distribution Chart.
- R. All assets designated to be distributed solely to a Party shall become the sole and separate property and responsibility of that Party and the other Party irrevocably waives, releases, renounces, and relinquishes all rights, claims, demands, title, and interest in and to said asset. Each Party shall have unrestricted and sole ownership and control of his or her respective Separate Property designated herein, now, and forever.
- S. Each Party shall assume and pay all costs and liabilities related to the ownership of their Separate Property including, but not limited to, tax liability.
- T. The Petitioner/Wife shall receive by QDRO her marital share of the Respondent/Husband's Embraer Aircraft Holding, Inc. 401K Account, as reflected on the attached Equitable Distribution Chart, which shall be defined as the amount earned from the date of marriage (10/18/2008) to the date of filing of this action (10/02/2021). The court reserves jurisdiction in the final judgment for entry of QDRO or

other orders necessary to effectuate the distribution of the Petitioner/Wife's share of that account.


- U. The Petitioner/Wife shall keep as her own the corporation known as Ferraz Dentistry Corp., including all assets and interest related to said corporation. The Wife shall indemnify and hold the Husband harmless from any liabilities associated with Ferraz Dentistry Corp.
- V. Each Party shall keep as their own all of the accounts allocated to them in the Equitable Distribution Chart attached as Exhibit B, free from any and all interest of the other Party; and each waives and releases any claims he or she has or may have in and to any accounts in the name of the other. All accounts title jointly shall be divided equally between the Parties. The Petitioner/Wife shall be allowed to withdraw the balance of her 50% share of the joint accounts, leaving the Respondent/Husband's 50% share balance in that account. The Petitioner/Wife shall be entitled to remove her name from those accounts once she receives her share. If any of the Parties violate this provision, including but not limited to unilateral transfers in violation of this provision, the Party who violated the provision shall indemnify and refund the other Party for the amount withdrawn.
- W. The property jointly owned by the Parties, located at 1403 Sabal Trail, Weston, FL 33327, more particular described as Lot 39, Block 4, Sector 2 - Parcels 1, 2, 3, 4, 5, 6, 7 & 8, according to the Plat thereof, recording in Plat Book 166, Page 29, of the Public Records of Broward County, Florida, Parcel Identification Number: 5039 02 01 2480, shall be sold at a private sale, as provided by Chapter 64.061(4), Florida Statutes. The parties shall equally divide all seller's costs, mortgage, and taxes related to said sale. The Parties shall equally divide all escrow monies pertaining to the utility deposits, insurance, mortgage, and taxes. The Parties shall equally divide all sale proceeds. The Parties shall execute all documents to list the property for sale within 30 days from the date of this Final Judgment and to transfer all of their rights, title, and interest in and to that property to the third-party purchaser. During his use and occupancy of that Property, the Respondent/Husband shall pay for all the monthly mortgage payments, utilities, maintenance repairs, and homeowner's association fees.
- X. The Wife shall retain ownership of all clothing, jewelry, furniture and personal effects in her possession and the Husband shall retain ownership of all clothing, jewelry, furniture, and personal effects in his possession. Each party hereby releases, relinquishes and waives any interest in the personal property, jewelry, clothing, furniture and furnishings which belong to the other party.

- Y. The Petitioner/Wife shall keep as her own the property located at Apt.81, Edificio Paysage Residence, R. Ignez Maria Cuoghi, n.100, Sao Jose dos Campos, SP, Brazil. The Respondent/Husband shall execute all documents to transfer all of his rights, title, and interest in and to that property to the Petitioner/Wife.
- Z. The Husband shall retain as his sole and Separate Property the 2018 Corola. The Husband shall be solely responsible to pay for all expenses related to the ownership and operation of said 2018 Corola, including, without limitation, all payments (finance or lease), insurance, registration, tags, tolls, and maintenance with respect thereto. The Husband shall indemnify and hold the Wife harmless with respect to any and all expenses and liabilities associated with the 2018 Corola. The Wife irrevocably waives and relinquishes any and all right, title, interest, claims or demands she has or may have in the 2018 Corola.
- AA. The Wife shall retain as her sole and Separate Property the 2022/2023 Volvo. The Wife agrees that she shall be solely responsible to pay for all expenses related to the ownership and operation of said 2022/2023 Volvo, including, without limitation, all payments (finance or lease), insurance at the current level of coverage, registration, tags, tolls, and maintenance with respect thereto. The Wife shall indemnify and hold the Husband harmless with respect to any and all expenses and liabilities associated with the 2022/2023 Volvo. The Husband irrevocably waives and relinquishes any and all right, title, interest, claims or demands he has or may have in the 2022/2023 Volvo.
- AB. Each Party shall be entirely responsible for all of the debt allocated to them in the Equitable Distribution chart attached as Exhibit C. Each Party shall hold the other Party harmless and indemnify them from any and all of their individual liabilities.
- AC. Each party shall pay those debts and obligations incurred in their individual names after the date of execution of this Agreement and shall hereby indemnifies and holds the other harmless against liability therefore.
- AD. Neither Party will incur any liability, expense, or charges in the future, either through the use of the credit of the other, or the name of the other. No Party shall represent to third persons that they are acting as the agent of the other to obtain credit.

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AE. The Court reserves jurisdiction to modify and enforce this final judgment.

**DONE AND ORDERED** in Chambers at Broward County, Florida on 16th day of February, 2023.

  
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Hon. Dale C Cohen

**CIRCUIT COURT JUDGE**

Electronically Signed by Dale C Cohen

**Copies Furnished To:**

Adelia Rodrigues Schuina , E-mail : [adelia@schuinalaw.com](mailto:adelia@schuinalaw.com)