

IN THE CIRCUIT COURT FOR THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
FAMILY DIVISION

In Re: The Marriage of:

DIANE NEGRON,

Petitioner/Wife,

And

CASE NO.: 16-011464-FD

CARLOS NEGRON,

Respondent/Husband.

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS MATTER came before the Court on the 20th day of June 2018 and 14th day of November, 2019 for Final Hearing pursuant to the Wife's Petition for Dissolution of Marriage and the Husband's Counter Petition for Dissolution of Marriage. Present before the Court were the Petitioner/Wife DIANE NEGRON and her Counsel Kevin Piccareto, Esquire, as well as the Respondent/Husband CARLOS NEGRON and his counsel Cari Lee Clark, Esquire. The Court having reviewed the file, the Mediation Agreement, Parenting Plan and being otherwise fully advised in the premises hereby FINDS AS FOLLOWS:

1. The Court has jurisdiction over the subject matter and the parties;
2. The Parties have been residents of the State of Florida for more than six (6) months immediately filing the Petition for Dissolution of Marriage.
3. The Parties were married to each other on September 17, 1994 and have since ceased to cohabit. This is a long-term marriage as the date of filing for this matter was November 2016.
4. There were five children born of the union, three who are minors and are the subject of this matter, to-wit: J.R.N., DOB: October 2001, K.L.N., DOB: 2004, and M.C.N., DOB: October 2006. No other children are born, expected, or in the process of being adopted.
5. The Parties' marriage is irretrievably broken.

6. The Parties entered into a Mediation Agreement with an incorporated Parenting Plan on April 26, 2017 and a copy of the same is incorporated herein and attached hereto as **Exhibit "A."**
7. Both Parties testified before the Court over the course of the two-day hearing.
8. **PARENTING PLAN:** Initially the Mother testified that the Parenting Plan previously agreed to by the Parties was in the best interest of the minor children, but later she testified that she wanted the Father to go to counseling with the minor children as the children had not been exercising all of the overnights indicated in the Parenting Plan.
9. After day one of the final hearing in this matter, the Father agreed to go to counseling with the minor children in order to better his relationship with them. Since that time, all of the minor children have begun having overnights with the Father, with the exception of the oldest minor child J.R.N. The Father continues to participate in counseling with the minor children and desires to have overnights with J.R.N. and wishes to have timesharing with all of his daughters.
10. The Mother testified and the Father did not dispute that just prior to the second hearing in this matter the Father had planned a birthday dinner with J.R.N., but cancelled the same and had not rescheduled the dinner as of the date of the final hearing. The Mother gave other examples that has led the Court to believe that the Father has not used his best efforts to repair his relationship with J.R.N. at this time.
11. The Parties shall continue to follow the timesharing set forth in their mediated Parenting Plan and attached hereto as **Exhibit A**, however J.R.N. shall not resume overnight timesharing with the Father until such time as the counselor believes that J.R.N. is ready for the same. Further child support shall be calculated as if the Father does not have overnight timesharing with J.R.N. at this time.
12. For tax purposes the Mother may claim head of household and claim all of the minor children each year, and the same shall be accounted for in the child support guidelines.
13. The Parties shall have Shared Parental Responsibility as agreed upon in the incorporated Mediated Agreement.

14. **CHILD SUPPORT:** The Husband shall pay child support in the amount of **\$1,362.00 a month as and for child support as set forth in the attached Exhibit B, and the same shall be via income deduction order in accordance with his pay schedule.** This obligation shall reduce to **\$804.00 a month** when J.R.N., turns 18 or graduates from high school if the child is expected to graduate from high school at age 19, whichever event occurs last as reflected in the attached **Exhibit C**. This obligation shall reduce to **\$452.00 a month** when K.L.N turns 18 or graduates from high school if the child is expected to graduate from high school at age 19, whichever event occurs last as set forth in the attached **Exhibit D**. Child support shall terminate forever when the Parties' youngest child turns 18 or graduates from high school if the child is expected to graduate from high school at age 19, whichever event occurs last.
15. Should the minor child JRN begin sharing overnights with the Father, child support shall be recalculated.
16. **EQUITABLE DISTRIBUTION:**
- a. **Automobiles:** The Parties agree that the Wife shall receive the 2004 Toyota Highlander at a value of \$3,962 and that the Husband shall receive the 2005 Chevy Truck at a value of \$4,956.
 - b. **Accounts:** The Husband had a Mass Mutual account in his name with a marital value of \$18,195.00 that the Husband liquidated during the pendency of this matter. The Husband incurred a tax penalty for liquidating the same. The Wife shall receive her $\frac{1}{2}$ value of that account at \$9,097.50 as part of her equitable distribution and the Husband shall receive \$9,097.50 as his $\frac{1}{2}$ portion of that asset. Any tax penalties associated with the same the Husband shall be solely responsible for.
 - c. **Retirement Account:** The Husband has a retirement account held by the Florida Department of Management Services. The Parties agree that based on the October 24, 2018 statement provided by Florida that the Wife's marital portion is \$1,298.01 per month, which shall be paid to the Wife upon the Husband's termination of employment with all FRS employers and the Division

of Retirement approves the member's Application for Retirement. The same shall be divided per Qualified Domestic Relations Order.

- d. **Florida Pre Paid:** The Parties opened Florida Pre Paid accounts for their daughters during the marriage. The assets contained within those accounts belong to the children and are not marital accounts. The Father has no obligation to continue to fund those accounts at this time. The Mother shall continue to be the guardian of those accounts, but shall only use the funds for the children's education.
- e. **Illadro Figures:** The Father testified that the Illadro figures were his grandmother's and that his grandmother gave the figurines to him. The Father testified that he left the figurines at his sister's house for safekeeping, but that the Mother removed them without his permission. The Mother agreed that the figurines belonged to the Paternal Grandmother initially, however, she testified that the grandmother gifted the figurines to the Parties' daughters. The Court finds that the figurines were gifts to the minor children and are non marital. The Mother shall hold the same in safekeeping for the minor children.
- f. **Debts:** The Parties debts are set forth in the attached Equitable Distribution Chart, along with the value of the same. The value for the accounts listed was not disputed, though the Husband argued that the Wife's student loans, loan from her uncle, and the Florida Prepaid accounts were not marital debt. The Wife argued that the Husband's tax liability was not marital.
- g. The Wife argued that she should be entitled to an unequal distribution of the debt, because she paid down a lot of the credit cards during the pendency of this action. Additionally, the Husband testified that the Wife was only able to pay down those debts because until October 2016 he deposited the entirety of his paycheck into the Parties' joint account for the Wife to use, and he only kept \$300-\$500 a month for himself to live on. The Court finds that both Parties contributed to the paydown of the debts and both Parties benefited from the debts set forth in the attached Equitable Distribution Chart. Similarly, the Wife benefited from the income the Husband earned during the marriage, as such,

any tax liability he has for the same shall be shared. As set forth above, the Court finds that the Florida Pre Paid accounts are assets that belong to the children, and there is no financial obligation going forward. The Court finds that the Husband benefited from the use of the Wife's student loans during the marriage, as well as the loan from the Wife's uncle, as such, all the debts shall be divided equally (50/50).

17. **ALIMONY**: Because this is a long-term marriage there is a presumption that the Wife is entitled to permanent periodic alimony. The Court finds that the Husband has not overcome that presumption for the following reasons:

- a. The Husband filed an updated financial affidavit just days before the Final Hearing in this matter, however, the Husband failed to indicate that he had received an increase in pay about the same time, which was reflected in the Husband's paystubs but not set forth in the Financial Affidavit. This was a misrepresentation of the Husband's gross income at the time of the final hearing.
- b. The Husband admitted that just before the Final Hearing in this matter he had taken a vacation with his girlfriend and her daughter, and that he paid for some expenses for them during the trip.
- c. The Husband admitted that he paid a majority of the expenses associated with the home he is renting and shares with his girlfriend and her daughter.
- d. The Wife cares for the minor children a majority of the time.
- e. The Wife has recently re-entered the workforce and does not have the same earning capacity as the Husband.

18. **NEED VERSUS ABILITY TO PAY**: The Husband's financial affidavit dated November 13, 2018 reflects a monthly surplus of \$845.23. This surplus is shown before corrections are made to show the additional income to the Husband not reflected on his Financial Affidavit. According to the Husband's paystubs he earns \$2,367 a year more than what is reflected on his financial affidavit, which is \$197.25 a month difference. This would create a surplus of \$1,042.25 a month. The Wife's financial

affidavit shows a deficit of more than \$1,000.00 a month. Based on the testimony and evidence presented by the Parties, the Court finds that the Wife's need at the time of this final hearing is \$1,000.00 a month. As such, the Court finds that the Husband has the ability to pay and the Wife has the need for alimony in the amount of **\$1,000.00** a month. The same shall be taxable to the Wife and tax deductible to the Husband.

19. The Parties lived a middle or upper class income, but they did not save and their expenses often exceeded their income, as evidenced by their high level of credit card debt.

IT IS THEREFORE **ORDERED AND ADJUDGED** AS FOLLOWS:

- A. The marriage between the parties is hereby **DISSOLVED**.
- B. **PARENTING PLAN:** The Parties shall continue to follow the timesharing schedule set forth in their mediated agreement Parenting Plan attached hereto as **Exhibit A**, however J.R.N. shall not resume overnight timesharing with the Father until such time as the counselor believes that J.R.N. is ready for the same. Further, child support shall be calculated as if the Father does not have overnight timesharing with J.R.N. at this time.
- C. **CHILD SUPPORT:** The Husband shall pay child support in the amount of **\$1,362.00 a month as and for child support, and the same shall be paid via income withholding order in accordance with his pay schedule.** This obligation shall reduce to **\$804.00 a month** when J.R.N., turns 18 or graduates from high school if the child is expected to graduate from high school at age 19, whichever event occurs last. This obligation shall reduce to **\$452.00 a month** when K.L.N turns 18 or graduates from high school if the child is expected to graduate from high school at age 19, whichever event occurs last. Those child support guidelines are attached hereto as **Exhibits B, C, and D**. Child support shall terminate forever when the Parties' youngest child turns 18 or graduates from high school if the child is expected to graduate from high school at age 19, whichever event occurs last.

D. **ALIMONY**: The Husband shall pay the Wife permanent periodic alimony in accordance with his pay schedule in the amount of **\$1,000.00** a month starting **December 1, 2018** and the same shall be paid via Income Withholding Order in accordance with the Husband's pay schedule. The same shall be taxable to the Wife and shall be tax deductible to the Husband.

E. **EQUITABLE DISTRIBUTION**: The Parties' assets and liabilities shall be distributed equally (50/50) as set forth in the attached Equitable Distribution Worksheet. The Parties shall be equally responsible for any tax liabilities incurred during the Parties' marriage. The Parties shall work together to determine whether they wish to amend previously filed tax returns. Because the Husband previously liquidated the Mass Mutual account, the same shall be placed on the Husband's side of the equitable distribution chart, which will result in an equalizer payment being owed to the Wife. The Wife's student loan debt and loan from her uncle will be placed on her side and the Husband shall pay her back for his ½ portion through the equalizer payment. The total equalizer payment owed as set forth in the attached worksheet is **\$27,875.51 and the same shall accrue interest at the Florida statutory interest rate of 6.33% as of the date this order is entered.** The Husband shall begin making monthly payments to the Wife starting June 1, 2019 when he is no longer paying child support for J.R.N. At that time, the Husband shall make payments to the Wife of **\$558.00** a month towards the equalizer payment. As child support terminates for each minor child, the Husband's payment towards the outstanding equalizer payment shall increase, such that, the Husband shall pay **\$910.00** once child support is no longer paid for K.L.N. and shall increase to **\$1,362.00** a month once child support is no longer paid for any of the minor children.

F. **ATTORNEYS' FEES AND COURT COSTS**: The Court reserved jurisdiction with respect to determination of entitlement and amount of attorney's fees and costs, if any.

G. **RESERVATION OF JURISDICTION**: The Pinellas County Florida Circuit Court shall reserve jurisdiction for enforcement and modification of the Final Judgment entered in connection herewith as Florida law provides. The Court reserves jurisdiction to determine entitle and amount of attorney's fees and costs, if any.

DONE AND ORDERED in Pinellas County, Florida on this ____ day of _____, 2019 *nunc pro tunc* November 14, 2018.


16-011464-FD 12/9/2019 9:19:21 AM
Circuit Judge Thane B. Covert

16-011464-FD 12/9/2019 9:19:21 AM

CIRCUIT COURT JUDGE

Copies Furnished To:

Cari Lee Clark, Counsel for Wife

Kevin Piccaretto, Counsel for Husband

