

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

CASE NO.: 2022-DR-3507

JEFFREY B. ARMS,

Petitioner,

and

JENNIFER S. ARMS,

Respondent.

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FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE having come on before this court for consideration upon the Husband's Petition for Dissolution of Marriage and the Wife's Counter-Petition for Dissolution of Marriage, and the court having reviewed the file and being otherwise duly advised in the premises, finds and orders as follows:

1. This court has jurisdiction of the subject matter of this cause and the parties.
2. The parties were married to each other on April 11, 1998, at Winter Park, Orange County, Florida.
3. The marriage of the parties is irretrievably broken, and the marriage existing between the Husband, Jeffrey B. Arms, and the Wife, Jennifer S. Arms, is dissolved, *a vinculo matrimonii*.
4. The parties had three (3) children born of the marriage one (1) of which is over the age of 18, there are two (2) minor children subject to these proceedings:
Emily Christine Arms, born September 9, 2004
Rachel Nicole Arms, born April 19, 2006
5. The Husband and Wife entered into a written Mediated Marital Settlement Agreement (filed herein on August 17, 2022) and Parenting Plan (filed herein on September 12, 2022). Except for the provisions relating to changes of the children's names, the Mediated Marital Settlement Agreement and the Parenting Plan are hereby approved, ratified and confirmed in whole and incorporated into and made a part of this Final Judgment of Dissolution of Marriage and the parties are ordered to comply therewith.
6. Commencing September 1, 2022, and on or before the first day of each month thereafter, the Husband shall pay to the Wife \$505.00 per month ongoing child support. The child support payments shall be made directly to the Wife, and the Husband shall make the child

support payment to the Wife to her account which Wife shall provide account number to Husband. The Wife may apply by way of motion for the court for the child support to be redirected to the State Disbursement Unit if the child support should the child support payments fall behind schedule/be delinquent by 30 days, which at that point upon order of the court after hearing, the child support payments shall be made to the State of Florida Disbursement Unit, Post Office Box 8500, Tallahassee, Florida 32814-8500 and shall include the appropriate fees imposed for receiving and distributing the payments, presently in the sum of 4% per payment, not to be less than \$1.25 and not to exceed \$5.25 per payment. The Husband shall further include with the payment, the Wife's full name, the Husband's full name, the Husband, the designation that the case is an Orange County, Florida case, along with the case number. Upon receipt of the payments, the State of Florida Disbursement Unit will disburse same to the Wife: at 927 Dartmouth Street, Orlando, Florida 32804.

The Husband's obligation to pay child support shall continue until the minor children marry, die, enter the military service, become self-supporting or attain the age of eighteen, whichever soonest occurs. In the event the minor child is a full-time high school student upon reaching his or her eighteenth birthday and is reasonably expected to graduate before his or her nineteenth birthday, the obligation of child support shall continue until the child graduates from high school.

Child support shall terminate for the eldest child E.C.A. (born September 9, 2004) on May 1, 2023, the month when the minor child is anticipated to graduate in advance of that date and with the minor child turning age 18, the child support effective with the first payment due June 1, 2023, shall be \$326.00 per month for the one remaining minor child R.N.A. The child support for the one remaining minor child R.N.A. shall terminate on May 1, 2024.

9. Pursuant to the terms of the Mediated Marital Settlement Agreement, the Husband shall pay to the Wife fixed and non-modifiable alimony for a term of three (3) years, (36) consecutive months, at the rate of \$4,000.00 per month, with each installment being due on the first day of each month and each month thereafter until the death of either party, the remarriage of the Wife, or a supportive relationship has existed between the Wife and a person with whom the Wife resides otherwise until and for another term of three (3) years (36) consecutive months, at the rate of \$3,200.00 per month, then another term of eleven (11) years and 6 months (138 months), at the rate of \$2,850.00 per month with the last payment due on March 1, 2040. **The first such payment of \$4,000.00 shall be due on September 1, 2022, all payments** shall be paid directly to the Wife via automatic wire transfer directly to the Wife. Upon the death of either party, the remarriage of the Wife, or a supportive relationship has existed between the Wife and a person with whom the Wife resides the Husband's spousal support obligations shall terminate.

Other than as specifically stated herein and pursuant to the Mediated Marital Settlement

Agreement, said alimony, including, without limitation, its amount, terms, duration, and condition of payment, shall be, and forever remain, non-modifiable for any reason, including, without limitation, a substantial change in either party's financial situation, a substantial change in either party's health, or any other substantial change in circumstances and each party specifically waives their right to any such modification.

10. The Husband shall maintain until November 15, 2037 separate life insurance with the Wife as beneficiary to insure in no less than either the amount of \$200,000.00 or the total amount remaining of spousal support payments. The Wife shall maintain until May 15, 2032 separate life insurance with the Husband as beneficiary to insure in no less than the amount of \$200,000.00. Immediately following the entry of final judgment of dissolution of marriage, parties will re-designate the other party as the beneficiary of his/her life insurance policy, respectively, and will provide the other with a certificate of re-designation as verification within 30 days after entry of the final judgment of dissolution of marriage. Husband and Wife, each respectively, consents to and authorizes the other to contact the life insurance company directly to confirm re-designation, as well. Upon execution of this Agreement, each party shall provide proof of the other with the name and address of the insurance company, the policy number, proof of payment and a copy of the policy reflecting that the other party is a beneficiary of the agreed-upon amount of the policy. If the Husband is still working on November 15, 2037 and has life insurance reasonably available to him through his employer, then he will name the Wife as beneficiary of an amount equal to the total remaining spousal support payments.

11. The Husband shall be responsible for his own future medical, hospitalization, doctor, dental, prescription drugs, and all other similar expenses and that he shall be responsible for maintaining his own medical insurance policy after the date of the entry of the Final Judgment of Dissolution of Marriage. The Husband shall continue to pay COBRA health insurance for the Wife through December 31, 2022. The Wife shall be responsible for her own future medical, hospitalization, doctor, dental, prescription drugs, and all other similar expenses and that she shall be responsible for maintaining her own medical insurance policy after December 31, 2022.

The Wife shall pay 50% and the Husband shall pay 50% for all hospitalization, doctor, medical, orthodontia, dental, vision, counseling and similar expenses for the children not covered by insurance, excluding insurance copays and deductibles. The Husband shall pay 100% of the health, vision and dental insurance co-pays and deductibles for the children.

12. The Wife shall receive an equitable distribution equalizing payment of 50% of the vested account balance determined as of March 29, 2022 date of filing of Petition of Dissolution

of Marriage from the Husband's HDR, Inc. Best Plan and ESOP from the Husband which shall be paid from Husband to Wife by Qualified Domestic Relations Order (hereinafter "QDRO") from the Husband's HDR, Inc. Best Plan and ESOP statement with account value of \$1,062,713.92 as of March 31, 2022 as such the Wife shall receive \$531,356.96 which shall be from the rollover or pre-tax portion. The Husband shall bear the costs of the QDRO. The Wife has the right to elect a financial account of her choosing for the funds to be transferred and may consult a tax accountant regarding same. The Wife shall be responsible for any taxes and penalties associated with the transaction. The processing of the QDRO will occur in or about March 2023.

13. The parties at the present time jointly own the marital home located at: 927 Dartmouth Street, Orlando, Florida 32804. The marital home shall be listed for sale with an agreed upon realtor no later than June 15, 2024 to be sold and closed upon on or before December 31, 2024, or as soon as possible thereafter. If the parties are unable to agree to a realtor, then each shall select one (1) realtor and shall discuss with each other, and if still unable to agree, then the realtor shall be randomly selected from those two (2) names of realtors. The parties shall have first options to agree upon a listed sale price, and if they are not able to agree, the realtor shall set the listing price. The net proceeds shall be first be split equally between the Husband and Wife with each receiving 50%. Then, the Husband shall provide the Wife \$178,800.00 of his proceeds at the time of the closing. The Wife shall hold the Husband harmless from any liability associated with this real property. The Wife shall be responsible for mortgage payments, repairs, maintenance and expenses as to this property as of the date of the Mediated Marital Settlement Agreement (August 15, 2022). The net proceeds are defined as the sale price less all costs of sale, including real estate commissions, and paying off the existing mortgage and any other liens. The Wife shall be responsible for mortgage payments, and minor repairs (costing \$400.00 and less) as of September 1, 2022. The Husband and Wife shall equally share the costs of repairs costing more than \$400.00. The Husband shall be allowed to claim any United States Income Tax deduction originating from the interest and property tax payments on the marital home.

14. Except otherwise outlined in the Mediated Marital Settlement agreement, each party specifically and unequivocally waives any and all entitlement to any form of alimony, be it bridge-the-gap, durational, temporary, permanent periodic, rehabilitative, or lump sum. Each acknowledges that this waiver is irrevocable and that there is no change or potential change in circumstances in the financial ability of either party or in the future physical ability of either party which can, or will permit, or could permit, either person to obtain any form of alimony, including periodic permanent or rehabilitative alimony and/or lump sum alimony from the other party by way of the commencement of any modification proceedings.

15. Neither party will seek compensation from or any interest in, the salary, awards, winnings, investment incomes, gifts, inheritance, retirement benefits, or military benefits of the other, now or in the future, and specifically waive the same except as specifically set forth in the Mediated Marital Settlement Agreement.

16. Each shall be responsible for his or her own attorney's fees and other attendant costs, including expert fees, associated with the negotiation of this Agreement and the dissolution of the marriage of the parties.

17. The court specifically retains jurisdiction for the entry of, or amendment to, any Qualified Domestic Relations Orders or other orders necessary to distribute any retirement plan or other benefit pursuant to the terms of the Mediated Marital Settlement Agreement.

18. This court retains jurisdiction over the parties and of the subject matter of this case to enforce this Final Judgment.

DONE AND ORDERED in chambers in Orlando, Orange County, Florida, this
27 day of September 2022.



JOSHUA A. MIZE
Circuit Judge

I HEREBY CERTIFY that a true and correct copy of the foregoing Final Judgment of Dissolution of Marriage has been furnished by eportal delivery to: Ingrid A. Keller P.A. 213 South Dillard Street Ste 110 Winter Garden, Florida 34787 pleadingsikpa@aol.com Jeffrey Arms 22 W. Princeton Street, Orlando, Florida 32804 orlandojba88@yahoo.com and Amina D. Turner, Esq. 815 North Magnolia Avenue Suite 100, Orlando, Florida 32803 and Jennifer B. Arms 927 Dartmouth Street, Orlando, Florida 32804 927sue@gmail.com this 27 day of August, 2022.



Attorney/Judicial Assistant