

IN THE CIRCUIT COURT OF THE 15<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR PALM  
BEACH COUNTY, FLORIDA

CASE NO.: 502022DR010395XXXXSB  
DIVISION: FY

IN RE: THE MARRIAGE OF  
KRISTIN CARBERY,

Petitioner/Husband,

and

EVAN CARBERY,

Respondent/Wife.

\_\_\_\_\_/

**FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE**

**THIS CAUSE** proceeded to an uncontested final hearing on March 14, 2023, before this Honorable Court upon Wife's Petition for Dissolution of Marriage and Other Related Relief. The Court having examined the record, having heard testimony of the parties, having reviewed the file, and being fully advised in the premises, the Court finds as follows:

1. The parties were married to each other on December 31, 2010.
2. The Husband is a resident of and has continuously lived in the State of Florida for more than six (6) months immediately prior to the commencement of this action, proven by his Florida Driver's License.
3. The Court has jurisdiction over the parties and jurisdiction over the subject matter of this action.
4. The marriage between the parties is irretrievably broken.

5. The parties have two (2) minor children, and desire to provide for a solution of all issues regarding parental responsibility and care of the minor children to wit:

- a. **Colette Carbery**, a female child, born May 18, 2016; and
- b. **Charlotte Carbery**, a female child, born March 20, 2013.

No other children are anticipated or contemplated.

6. The parties have entered into a Mediated Marital Settlement Agreement, including a Parenting Plan and Child Support Guidelines, wherein the parties have settled their various rights and obligations.

7. The Court finds that the Mediated Marital Settlement Agreement constitutes a full agreement, which is intended to govern the relationship between the parties.


IT IS therefore, **ORDERED** and **ADJUDGED** as follows:

- A. The Court has jurisdiction over the parties and the subject matter of this action.
- B. The marriage between the parties is irretrievably broken. Therefore, the marriage between the parties is dissolved *vinculo maritimonii*, and the parties are restored to the status of being single.
- C. The Mediated Marital Settlement Agreement was executed freely and voluntarily by the parties and was introduced into evidence and filed with the Clerk of Court.
- D. The Mediated Marital Settlement Agreement shall be ratified and adopted by the Court and shall be incorporated by reference but shall not be merged into this Final Judgment. The parties are bound and ordered to comply with the terms and provisions of said Mediated Marital Settlement Agreement.

E. The Court specifically reserves jurisdiction and ruling as to the parties and of this entire matter and to enter such further orders as may be equitable, just, and appropriate. The Court

expressly retains jurisdiction of this cause for the purposes of enforcing, construing, interpreting, or modifying the terms of this Final Judgment and the terms of the Mediated Marital Settlement Agreement entered into by the parties herein.

**DONE AND ORDERED** at Delray Beach, Palm Beach County, Florida.

 502022DR010395XXXXSB 03/14/2023  
*Laura C. Burkhart*  
Laura C. Burkhart Circuit Judge  
ADMINISTRATIVE OFFICE OF THE COURT

502022DR010395XXXXSB 03/14/2023  
Laura C. Burkhart  
Circuit Judge

*Copies furnished:*

Taryn G. Sinatra, Esq., Attorney for Wife, service@sinatralegal.com  
Tyler Harding, Esq., Attorney for Husband, hardlaw@aol.com

**MEDIATED MARITAL SETTLEMENT AGREEMENT**

THIS AGREEMENT made and entered into this 6<sup>th</sup> day of March 2023, ("Effective Date"), by and between KRISTIN CARBERY hereinafter referred to as "Wife," and EVAN CARBERY, hereinafter referred to as "Husband", and the parties collectively referred to as the parties.

**WITNESSETH**

WHEREAS, the parties were duly married to each other on December 31, 2010; and

WHEREAS, the parties have been married to each other continuously since that date;  
and

WHEREAS, the parties have two (2) minor children, to wit: C.C., a female born 2013 (age 9), and C.C., a female, born 2016 (age 6); and

WHEREAS, the Wife is not pregnant and no additional children are expected; and

WHEREAS, the parties are physically separated and have initiated dissolution of marriage proceedings in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, Case #: 502022DR010395XXXXSB; and

WHEREAS, unhappy differences exist between the parties and they wish to continue living separate and apart for the rest of their natural lives; and

WHEREAS, it is the desire and intention of each of the parties hereto that the relationship between them with respect to parental responsibility for the minor children, timesharing, property rights, support rights, and financial matters be conclusively settled and determined by this Agreement; and

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Husband

KC  
Wife



WHEREAS, each party represents that they have made full disclosure of their assets, property, holdings and income and have provided all financial disclosure requested by the other party; and

WHEREAS, the parties each acknowledge and represent that each has, at a minimum, a general and approximate knowledge of the other party's assets, property, holdings and income; and

WHEREAS, both parties represent that they have had the opportunity to review documentation and financial disclosure from the other party, that they have examined all of the financial materials that he/she cares to examine, that they are satisfied with the disclosure that has been made, and that they seek no further disclosure from the other party. Both Husband and Wife acknowledge that they are fully satisfied with the disclosures that have been made and request no further disclosure from the other party; and

WHEREAS, both parties hereby waive the right to any further or updated compliance with mandatory disclosure pursuant to *Florida Family Law Rule of Procedure* 12.285 prior to entering in this Agreement from the other party.

WHEREAS, each party has had the opportunity to consult with separate legal counsel of their own choosing before executing this Agreement and each party declares that they are entering into same after having had the opportunity to be fully, separately, and independently apprised and advised of their legal rights, remedies, privileges and obligations arising out of the marital relationship and to have their legal rights and the consequences of this Agreement explained to them by separate legal counsel; and

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**WHEREAS**, the Wife has been represented by Taryn Sinatra, Esq., the Law Office of Taryn G. Sinatra, P.A., 1405 S. Federal Highway, Boynton Beach, FL 33435; and

**WHEREAS**, the Husband has been represented by Tyler Harding, Esq., the Law Office of Tyler W. Harding, P.A., 1500 Gateway Boulevard, Suite #220, Boynton Beach, Florida 33426; and

**WHEREAS**, both parties acknowledge that entering into this Agreement is important to each of them and that they have had ample time within which to discuss the context of this Agreement with counsel or with other interested friends, family or consultants, and that they have had ample time within which to reflect upon the meaning and intent of this Agreement; and

**WHEREAS**, each party assures the other that she and he has had full opportunity to review and discuss the provisions of this Agreement, to ask questions and to otherwise be fully informed and fully advised of the meaning of this Agreement, its advantages and disadvantages, and of the rights and obligations of the parties hereunder with legal counsel. Each party assures the other that he and she has a complete understanding of this Agreement and of the rights and obligations each would have to the other pursuant to the terms of this Agreement; and

**WHEREAS**, both parties are fully aware and clearly understand that, but for this Agreement, in the event of divorce (dissolution of marriage), she or he may be entitled to certain interests, property settlements or alimony awards, and/or be subject to certain obligations, which may be substantially greater or substantially less than herein provided; and

**WHEREAS**, both parties have read and fully understand all the terms, conditions, and provisions of this Agreement and are of the belief that it is fair, just and reasonable as to each of them and accordingly, each party freely and voluntarily accepts the terms, conditions, and

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provisions hereof, and further agree that reconciliation or remarriage of the parties shall not affect the property provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties have agreed as follows:

1. **RECITALS INCORPORATED.** The recitals of fact as set forth above are confirmed and agreed to by and between the parties hereto, as being in all respects true and correct, and are hereby incorporated into this Agreement.

2. **SEPARATION.** The parties have been living separate and apart since approximately February 2023. The parties shall continue living separate and apart from each other, and each shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she was single and unmarried. The parties shall not molest, disturb or interfere with each other's daily enjoyment of life.

3. **PARENTING PLAN.** The parties have entered into an agreed Parenting Plan, attached hereto as Attachment "A", which shall be made part of this Agreement and which the parties agree to comply with.

4. **EQUITABLE DISTRIBUTION.** In recognition of all claims and rights to property acquired during the course of the marriage, the parties agree to the following provisions distributing their respective property interests between them which they acknowledge as fair and equitable, after full and adequate disclosure of the nature and extent of the property interests held jointly or separately by and/or between the parties.

a. **9448 Lago Drive.**

i. The parties jointly own the real property located at 9448 Lago Drive,

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Boynton Beach, Florida 33472 (the "Former Marital Home").

- ii. As of the effective date of this Agreement, the Husband shall have exclusive use, ownership, and occupancy of the Former Marital Home. As of the effective date of this Agreement, the Husband shall be responsible for all expenses associated with the Former Marital Home, including, but not limited to, the payment of the mortgages, real estate taxes, insurance, homeowners' association dues and special assessments, maintenance, and utilities and shall indemnify and hold the Husband harmless of same.
  - iii. The Former Marital Home is currently encumbered by a mortgage in the sole name of the Husband with a principal balance owed of approximately \$227,000.
  - iv. The Husband shall retain the Former Marital Home and shall pay the Wife the total sum of ONE HUNDRED FIFTY-FOUR THOUSAND DOLLARDS (\$154,000.00) within thirty (30) days of this Agreement as and for the Wife's half interest of this asset.
  - v. Within five (5) days of receipt of the above said funds, the Wife shall execute and deliver to counsel for the Husband (prepared by Husband's counsel), a Quit Claim Deed transferring all of her rights, interest and title in the property to the Husband. The Husband shall be solely responsible for the preparation of said deed and the costs of any preparation of said deed and recording fees to have it recorded with the clerk's office.
- b. 900 Sykes Court.
- i. The Wife's parents added the Husband to the deed to the property located

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at 900 Sykes Court, Orlando, Florida 32828.

- ii. Within five (5) days of receipt of a Quit Claim Deed, the Husband shall execute and deliver a Quit Claim Deed (prepared by Wife's parents) to counsel for the Wife, transferring all of his rights, interest and title in the property to the Wife's parents. The Wife and/or her parents shall be solely responsible for the preparation of said deed and the costs to prepare it and record it with the appropriate governmental agency.
- c. **Husband's 401k.** The Husband has a 401K plan with Empower from his current employer, Heritage Insurance Company. The Husband also has a 401K plan with Mass Mutual from his former employer. The Wife shall receive 50% of the marital portion of these 401K plans via Qualified Domestic Relations Order (hereafter "QDRO") or similar order, to be prepared by Matthew Lundy, Esquire. The marital portion of the pension shall be determined as from the date of marriage, December 31, 2010, through the date of filing of the Petition in this matter, December 1, 2022. The parties shall equally divide the cost associated with the preparation of the QDRO or similar order and both parties agree to diligently provide to the preparer or other party the records and/or documentation necessary to facilitate the drafting of the QDRO or similar order as determined by the preparer.
- d. **Husband's IRA's.** The Husband owns two IRA's, with Charles Schwab, account ending 3559 and account ending 3618. The Husband shall transfer exactly one-half (1/2) of both accounts as of March 6, 2023 into a comparable account designated by the Wife, within ten (10) days of this Agreement. To the extent that

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a QDRO is needed to effectuate the terms of this paragraph, the parties also agree to use Matthew Lundy, Esq. and shall equally divide the cost associated with the preparation of the QDRO or similar order and both parties agree to diligently provide to the preparer or other party the records and/or documentation necessary to facilitate the drafting of the QDRO or similar order as determined by the preparer.

- e. **Husband's Cash Accounts.** The Husband owns a Centennial checking account, account ending 2508 and a Centennial savings account, account ending 3190. As of the date of filing of this matter, the accounts had a combined value of \$20,289.00. Within ten (10) days of this Agreement, the Husband shall transfer TEN THOUSAND ONE HUNDRED FORTY-FOUR DOLLARS (\$10,144.00) to an account designated by the Wife.
- f. **Child's 529 Account.** The Husband is the owner of a 529 account for the benefit of the parties' eldest child. Neither party shall be permitted to use the funds in this account for any reason other than the child's needs as the parties shall mutually agree upon.
- g. **Husband's Cars.** The Husband owns a Hyundai Santa Fe, driven by the Wife, and a Ford Eco Sport, driven by the Husband. The Husband shall retain both vehicles. Within fifteen (15) days of the Wife receiving the lump sum payment for her half of the Marital Home as set forth hereinabove, the Wife shall turn the Hyundai Santa Fe over to the Husband. The Husband shall be responsible for all costs associated with the vehicles and shall indemnify and hold harmless the Wife for any and all costs and debts related to these vehicles.

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h. **Wife's Assets.** Except as may otherwise be stated herein, the Wife shall receive all of the following remaining assets and the Husband waives any and all right, title, and interest in and to same:

- i. All cash accounts, including, but not limited to, checking accounts and savings account titled solely in the Wife's name or jointly with a third party as of the date of this Agreement;
- ii. All investments, stocks, brokerage accounts titled solely in the Wife's name or jointly with a third party as of the date of this Agreement;
- iii. All retirement accounts, including, but not limited to 401K, IRA, pensions, deferred compensation accounts titled solely in the Wife's name or jointly with a third party as of the date of this Agreement;
- iv. All contents from the Former Marital Home as listed in the attached **Exhibit "B"**; and
- v. All of the Wife's personal effects, including, but not limited to clothing and jewelry.

i. **Husband's Assets.** Except as may otherwise be stated herein, the Husband shall receive all of the following remaining assets and the Wife waives any and all right, title, and interest in and to same:

- i. All cash accounts, including, but not limited to, checking accounts and savings account titled solely in the Husband's or jointly with a third party as of the date of this Agreement;
- ii. All investments, stocks, brokerage accounts titled solely in the Husband's name or jointly with a third party as of the date of this Agreement;

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- iii. All retirement accounts, including, but not limited to 401K, IRA, pensions, deferred compensation accounts titled solely in the Husband's name or jointly with a third party as of the date of this Agreement;
- iv. Except as otherwise provided herein, all personal property, furniture, furnishing and fixtures contained in the Husband's possession as of the date of this Agreement with; and
- v. All of the Husband's personal effects, including, but not limited to clothing and jewelry.

j. **DEBTS/LIABILITIES.**

- i. As of the date of the execution of this Agreement, neither Husband nor Wife shall incur any debt for which the other shall be held responsible.
- ii. Any and all debts incurred by Husband or Wife in his or her own name as of the date of the execution of this Agreement shall be the sole and exclusive responsibility of the individual incurring same. In the event Husband or Wife incurs any debt for which the other is held liable, the indebted individual shall indemnify, defend, and hold the other party harmless thereon.
- iii. If either party is listed as an additional user on the other party's card, then the party whose name the card is in is hereby authorized to cancel the other party as an additional user and the corresponding card. The cancelling party shall notify the other party the same day a card is canceled in writing to advise them of the same. Each party shall be responsible for obtaining new cards in his or her own name.

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5. **ALIMONY.** The Husband shall pay the Wife durational alimony for a period of five (5) years in the amount of ONE THOUSAND DOLLARS (\$1,000.00) per month. The Husband's alimony shall commence on April 1, 2023 and continue to be paid directly to the Wife on the first day of each month thereafter. Alimony shall continue until the death of either party or until the Wife remarries or until the end of the alimony duration, whichever comes first. All other forms of alimony are hereby waived by the Wife. The alimony paid herein by the Husband shall be non-modifiable in duration per Florida Statute.

6. **CHILD SUPPORT.**

a. **Base Child Support.**

- i. The Husband shall pay child support for the parties' two (2) minor children by direct payment to the Wife in the amount of ONE THOUSAND THREE HUNDRED TWENTY-SIX DOLLARS (\$1,326.00) per month commencing on April 1, 2023, and continuing on the first day of each month thereafter until August 1, 2023.
- ii. Beginning September 1, 2023, (so long as the Husband has moved on to the third and final step of the timeshare schedule as set forth in the attached Parenting Plan), and continuing until the Husband's alimony is terminated, the Husband shall have no child support payment.
- iii. Upon the Husband's alimony being terminated, on the first day of the following month, the Husband shall pay child support for the parties' two (2) minor children by direct payment to the Wife in the amount of THREE HUNDRED THIRTY FOUR DOLLARS (\$334.00) per month and

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continuing on the first day of each month thereafter until the Husband's alimony is terminated.

iv. When there is one child remaining and eligible for child support, the Husband's child support obligation shall automatically be reduced to TWO HUNDRED FOUR DOLLARS (\$204.00) for one (1) minor child.

v. The Husband shall ensure that the aforementioned child support payments are paid to the Wife in a timely manner. A copy of the Child Support Guidelines is attached hereto as **Composite Exhibit "C"**.

7. **ADDITIONAL CHILD EXPENSES.**

a. **Medical and Dental Insurance.** The Husband shall maintain and pay for medical and dental insurance comparable to the coverage that presently exists for the benefit of the minor children. This amount is included in the child support guidelines attached.

b. **Uncovered Medical and Dental Expenses.** The parties shall pay their pro rata share as provided on the Child Support Guidelines Worksheets for all reasonable and necessary medical and dental expenses of the minor children not covered by insurance, including, but not limited to, co-payments and deductibles, orthodontic expenses, optometric expenses, prescription costs, and psychological costs. Given that the pro rata share changes from time to time in this matter based on the different states of child support owed by the Husband, the parties shall use the pro rata share based on the Child Support Guidelines Worksheet for the time period the cost was incurred by either party. Neither party shall unreasonably withhold their consent to such expenses.

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- c. **Extracurricular Activities.** The parties shall pay their pro rata share as outlined herein above for any and all mutually agreed upon extracurricular activities of the minor children including, but not limited to, tuition, fees, supplies, equipment and uniforms. Neither party shall unreasonably withhold their consent to such activities.
- d. **Summer Camp/Summer Programs or Activities.** The parties shall pay their pro rata share as outlined herein above for the cost of any and all mutually agreed upon summer camp or other mutually agreed upon summer programs or activities for the minor children. Neither party shall unreasonably withhold their consent to such programs or activities.
- e. **Cost of Child's Cell Phone and Service Animal.** The parties shall equally divide (50/50) the cost of the costs associated with the child's cell phone and service animal. Neither party shall unreasonably withhold their consent to same.
- f. **Payment Methodology for Above-Referenced Expenses.** The parties shall pay their respective share of the aforementioned expenses set forth to the applicable provider whenever possible. A party incurring an expense for which the other party is also responsible shall promptly forward a copy of the invoice or other documentation to the other party evidencing the expense. However, if an entire expense has been advanced by one party, the party advancing such expense shall provide the other party with documentation evidencing that the expense was incurred and satisfied within thirty (30) days of advancing the expense, and the other party shall reimburse the party advancing the expense within thirty (30) days of his or her receipt of such documentation.

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8. **TERMINATION OF CHILD SUPPORT.** The base child support obligation set forth herein additional child expenses shall continue for each child that child attains the age of 18, marries, dies, becomes self-supporting, or is otherwise legally emancipated, whichever first occurs, except that if the child is still enrolled in high school at the age of eighteen (18) with a reasonable expectation of graduation by the age of nineteen (19), the obligations for that child shall continue until the child reaches the age of nineteen (19) or graduates from high school, whichever first occurs. Child support shall also terminate if a child dies, gets married, joins the armed forces, stops residing with the Wife and/or obtains full time employment (other than summer employment).

9. **MEDICAL INSURANCE.** The Husband shall continue to maintain medical insurance for the benefit of the Wife through the entry of a Final Judgment of Dissolution of Marriage. Thereafter, each party shall maintain their own medical insurance policies and neither party shall have any obligation to maintain insurance on behalf of the other. Neither party shall have any obligation to contribute towards any uncovered and/or unreimbursed expenses of the other party.

10. **LIFE INSURANCE.** The Husband shall be required to maintain a life insurance policy or combination of policies with an unencumbered death benefit of at least \$100,000.00. The Wife shall be designated as the sole and exclusive beneficiary of the policy(ies). The Husband's obligation pursuant to this paragraph shall continue until the Husband's child support obligation has terminated.

11. **BANKRUPTCY.** No bankruptcy proceedings filed by either party shall discharge the obligating party from satisfying any debt or obligation herein.

12. **INCOME TAX CONSIDERATION.**

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- a. The parties shall file a joint Income Tax Return for the 2022 tax year and shall equally divide any refund or liability.
- b. Thereafter, the parties shall file separate tax returns and each party shall be solely responsible to pay any and all taxes attributable to his or her income and any tax refund received by a party as a result of his or her separate tax return, shall be the sole property of that party.
- c. The Wife shall be entitled to claim the eldest minor child as dependent on her 2023 income tax return and every year thereafter, and the Husband shall be entitled to claim the youngest minor child as dependent on his 2023 tax return and every year thereafter. When there is only one child eligible, the parties shall alternate years in claiming the child with the Wife having all even number years and the Husband having all odd numbered years.
- d. The parties shall equally divide the real estate tax deductions attendant to the Former Marital Residence on their 2022 tax return.

13. **ATTORNEY'S FEES.** Each party shall be responsible for satisfying all of their own attorneys' fees and professional costs incurred through entry of a Final Judgment of Dissolution of Marriage.

14. **DEFAULT.** In the event that either party to this Agreement defaults in his or her obligations hereunder and court enforcement proceedings ensue, the party in default shall be liable to the non-defaulting party for all reasonable expenses incurred in enforcing the Agreement, including but not limited to attorney's fees, costs and suit monies.

15. **EXECUTION OF INSTRUMENTS**

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a. Each of the parties hereto respectively agrees that he and she will, upon the request of the other party hereto, execute good and sufficient release or releases to the other of said party or to any other person whom either of the parties hereto, his or her heirs or assigns, may designate and any other documents necessary to carry out the intent and direction of this Agreement. Any conveyance of real estate or any interest therein from one spouse to the other required hereby shall be effectuated by Quit Claim Deed.

b. In the event either party shall hereafter sell or convey any land now owned or hereafter acquired by either of them individually, and if in such sale or conveyance it shall be required that the other party who owns no actual present interest therein, join in the execution of the deed, the respective parties agree that they will, upon request, join in the execution of such deed or deeds, without payment or consideration. The provisions of this paragraph shall not be construed as abrogating in any way to the provisions made in the preceding paragraph of this Agreement.

c. Each of the parties hereto covenants and agrees that at the request of the other party, or in the event of his or her death, at the request of his or her executor, administrator, or other legal representatives, he or she will execute and deliver any and all necessary or proper instruments to carry out the purposes and intent of this Agreement.

16. RECONCILIATION. The parties recognize the possibility of reconciliation. However, it is their intention that any reconciliation, temporary or permanent, or further separation after any reconciliation, shall in no way abrogate or affect the provisions of this Agreement concerning the settlement and disposition of property rights between the parties.

17. COUNSEL. Each party acknowledges satisfaction with the representation received from that party's counsel and professionals employed by counsel. Each acknowledges

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that the fee charged by his or her attorney is fair, reasonable, and not excessive; and that the attorney fee each is responsible for will be paid pursuant to any individual agreements with his or her own professionals.

18. **INDEMNITY OF HUSEAND:** The Husband warrants that, except as otherwise herein specifically provided: He has not contracted for, nor will he at any time hereafter contract any debt, charge or liability whatsoever for which Wife, her legal representatives, heirs, assigns, property or estate have, will or may become liable and he will indemnify and save harmless the Wife against any debt, charge or liability contracted at any time by him.

19. **INDEMNITY OF WIFE:** The Wife warrants that, except as otherwise herein specifically provided: She has not contracted for nor will she at any time hereafter contract any debt, charge or liability whatsoever for which Husband, his legal representatives, heirs, assigns, property or estate have, will have or may become liable and she will indemnify and save harmless the Husband against any debts, charge or liability contracted at any time by her.

20. **CHOICE OF LAW:** In the event disputes arise concerning this Agreement, the parties mutually agree that either party may petition the Circuit Court in Palm Beach County, Florida for recourse.

21. **CONSTRUCTION:** The laws of the State of Florida will govern the validity, construction, interpretation, and the effect of this entire Agreement.

22. **SEVERABILITY:** In case any provision of this Agreement should be held to be contrary to, or invalid under, the law of any country, state or other jurisdiction, such illegality or invalidity will not affect in any way any other provisions hereof, all of which will constitute, nevertheless in full force and effect in any country, state, or jurisdiction in which provision is legal and valid.

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23. **INTERPRETATIONS:** The general headings are for the convenience of reference only and will not affect the interpretation of any provision hereof.

24. **BINDING EFFECT OF AGREEMENT:** All provisions of this Agreement will be binding upon the parties hereto, their respective personal or legal representatives, heirs, next-of-kin, executors, administrators or assigns. No modifications, waiver, or relinquishment will be deemed to have been made by the Husband or the Wife unless done in writing by him or her or effected by Court Order.

25. **WAIVER OF BREACH:** The failure of either of the parties hereto at any time to require performance by the other party of any of the terms, provisions, or conditions hereof, will in no way effect his or her right thereafter to enforce same, nor will the waiver of either of the parties of any breach at any time of any of the terms, provisions, or conditions hereof be taken or held to be a waiver of any succeeding breach of any such term, provisions, or conditions hereof, or as a waiver of the term, provision, or condition itself.

26. **TAX ADVICE:** The parties were given the opportunity to seek independent tax advice from a qualified expert, in reference to this Agreement and the effects of this Agreement as far as tax liability is concerned. Neither party has received tax opinions from either attorney in this matter.

27. **COUNTERPART SIGNATURE.** This Agreement may be signed in one or more counterparts, each of which, when executed with the same formality, and in the same manner as the original, will constitute an original.

28. **HUSBAND'S CERTIFICATION.** The Husband hereby certifies, warrants and affirms that he has read and understands each and every provision of the foregoing Agreement, and that he understands it is a valid and binding legal document. The Husband certifies that he is

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satisfied with the legal services provided to him.

29. **WIFE'S CERTIFICATION:** The Wife hereby certifies, warrants and affirms that she has read and understands each and every provision of the foregoing Agreement, and that she understands it is a valid and binding legal document. The Wife certifies that she is satisfied with the legal services provided to her.

30. **VOLUNTARY EXECUTION:** Both parties state that he or she has freely and voluntarily entered into this Agreement. This agreement was signed free of any duress, coercion, collusion, or undue influence. In some instances, it represents a compromise of disputed issues. Both Parties believe the terms and conditions to be fair and reasonable and in their own best interests. Neither party is under the influence of any substances, legal, prescribed, or otherwise that affects their ability to understand the terms and conditions to which each is agreeing under the terms of this document.

31. **NOT AN AGREEMENT FOR DIVORCE.** This Agreement shall not and is not in any manner to be construed or interpreted as an agreement for a divorce or a dissolution of the parties' marriage, but is for the specific purpose of determining and settling the future support and property rights of the parties.

32. **BINDING AGREEMENT.** This Agreement shall remain binding by and between the parties and enforceable by either of them against the other as the parties' settlement of their support and property rights whether or not their marriage is dissolved.

33. **SUBSEQUENT DISSOLUTION OF MARRIAGE.** Nothing contained in this Agreement shall be construed to prevent either party from obtaining a dissolution of their marriage in the State of Florida. In any such action, each party shall make no claim for alimony, equitable distribution, attorney's fees, or suit money, except in accordance with the provisions of

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this Agreement. This Agreement may be offered into evidence by either party in any such action, and if acceptable to the Court, shall be incorporated by reference, but not merged, in the Judgment. This Agreement shall, in all respects, survive the Judgment as an independent contract and be forever binding on the parties. This Agreement may be enforced independently of the Judgment.

34. **MUTUAL RELEASE.** Except as otherwise provided in this Agreement:

a. Each party releases the other from all claims, demands due, debts, rights, or causes of action up to the Effective Date of this Agreement.

b. Each party hereby irrevocably releases and relinquishes all claims, rights, and interests which that party may now have or may have hereafter acquired in any property of the other party, whenever and however such property may have been or may be acquired by the said other party including without limitation, the right to take as a beneficiary of any insurance policy or policies, (except as otherwise provided for under the terms of this Agreement) or the right to take as a beneficiary of any profit sharing plan pursuant to survivorship rights including those provided by E.R.I.S.A., or the right to take as beneficiary of any contract, plan or arrangement whatsoever, it being the intention of the parties hereto that this Agreement constitutes a complete, general and mutual release of all such claims and interests whatsoever. All property owned by either party at the time of their marriage or subsequently acquired, separately or together, and owned by the parties or either of them at the time of their separation, has heretofore been equitably divided and apportioned between them and each party hereby ratifies and affirms that division. Each party shall henceforth hold, possess and enjoy for his or her sole and separate use, and free from interference and control by the other, all of the real and personal estate, choses in action and other property of which he or she is or at anytime hereafter may be seized or

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*Marital Settlement Agreement*  
possessed.

c. Each party waives, releases and relinquishes all rights that he or she may now have or hereafter acquire as the other party's spouse under the present or future laws of any jurisdiction:

i. To elect to take against any will or codicil of the other party now in force. This shall not apply to any wills or codicils executed after the Effective Date of this Agreement.

ii. To share in the other party's estate and to exercise any right of dower or courtesy he or she may now have or hereafter acquire in the other party's estate.

iii. To act as administrator or executor of the other party's estate, except only as provided by will or codicil executed after the Effective Date of this Agreement.

iv. As of the Effective Date of this Agreement, neither party shall be permitted to make any claim as surviving spouse or otherwise to any part of or interest in the estate of the other (real, personal and/or mixed) of which the decedent died seized and possessed or over which the decedent possessed any power of disposition (except insofar as either party may, after the Effective Date of this Agreement, by a valid will, codicil, trust or other instrument, give, devise, or bequeath property or otherwise make a transfer of interests to the other party). The Husband and Wife hereby expressly waive and relinquish all statutory right, title and interest in and to such estate (real, personal and/or mixed) as surviving spouse or heir-at-law, or statutory rights granting priority to a surviving spouse in the selection and appointment of an executor, administrator or other personal representative of the decedent's estate, and further hereby expressly waive and relinquish (i) all statutory interests, (ii) dower or curtesy rights, (iii) elective share rights, (iv) rights as intestate successor, (v) rights as a pretermitted spouse, (vi) exempt property rights, (vii) family allowance rights, (viii) homestead rights, (ix) rights to maintenance

EC  
Husband

KC  
Wife

or support allowance, (x) statutory rights to have furniture and household goods and other property set apart, (xi) all rights to renounce or take against any will or transfer of said decedent, (xii) contractual rights payable to or for the benefit of a surviving spouse, and (xiii) all claims or rights under Section 417 of the Internal Revenue Code of 1986, as amended ("Code"), to or against any employee benefit plan, pension plan or other qualified retirement program, which such survivor, but for this Agreement, might have in or against the estate of the decedent under the laws of the decedent's domicile or other applicable laws except insofar as either party may, after the Effective Date of this Agreement, by a valid will, codicil, trust or other instrument, give, devise, or bequeath property or otherwise make a transfer of interests to the other party.

v. Upon the death of either the Husband or the Wife, the estate (real, personal and/or mixed or subject to power of appointment), present and future, of the decedent shall descend to or vest in their respective heirs-at-law, personal representatives, legatees, devisees, distributees, trustees, beneficiaries, donees or transferees in accordance with their respective wills, trusts, or the law of intestate succession or other laws of their then respective domiciles or other applicable laws as if no marriage had ever taken place between the parties except insofar as either party may, after the Effective Date of this Agreement, by a valid will, codicil, trust or other instrument, give, devise, or bequeath property or otherwise make a transfer of interests to the other party.

35. **REPRESENTATIONS.** The parties jointly represent:

a. That each has made a full and complete disclosure to the other of his or her current financial situation and that each fully understands the implications of said disclosure. Both parties are satisfied with the disclosure as presently made of the financial circumstances of the other party, including, but not limited to, income, property and all other aspects of the present

EC  
Husband

KC  
Wife

financial circumstances of the other party. The parties hereby waive their right to receive any additional financial information from the other party including their right to compliance with mandatory disclosure pursuant to *Florida Statutes* 12.285. The parties acknowledge that the disclosure that has been made is sufficient based upon the financial information that has been exchanged and both parties are satisfied that additional disclosure is completely unnecessary. Each party is satisfied that he or she had sufficient approximate knowledge of the financial circumstances of the other party prior to executing this Agreement.

b. Each party is also knowingly and voluntarily waiving the right to have a valuation of any assets including, but not limited to, the parties' real property interests and business interests. The parties acknowledge that the value of certain assets is unknown. The parties further acknowledge that the value of certain assets has been estimated by the parties and that such estimations may be too high or too low. Moreover, the parties understand that they are agreeing to an unequal distribution of the marital assets and that the actual value of the property distributed to each of them pursuant to this Agreement is disparate. Notwithstanding the foregoing, each party has knowingly and voluntarily declined to have any assets valued despite having had an ample opportunity to do so and instead, is accepting the mutually agreed upon distribution of property set forth in this Agreement regardless of the actual value of the property received or the extent to which the actual value of the property received is more or less than the actual value of property received by the other party.

c. Each party is fully informed as to his or her rights and obligations. Both parties have had the opportunity to obtain legal counsel and each has signed this Agreement freely and voluntarily and intend to be bound by it.

d. Each party understands and agrees that this Agreement supersedes any and all

EC  
Husband

KC  
Wife



e. This Agreement represents a complete resolution of all matters arising out of the marital relationship, and that neither party has made any representations, promises, or warranties to the other, except as set forth in this Agreement.

36. **LEGAL INTERPRETATION:** Both parties assume joint responsibility for the form and composition of this agreement. Both agree that this Agreement will be interpreted as though each of the parties participated equally in the composition of each and every part. This Agreement is meant to be interpreted fairly and equitably and not strictly for or against either one of the parties. If any provision proves to be invalid or contrary to the law, such illegality or invalidity will not affect any other provision, all of which will remain in full force and effect.

37. **COOPERATION:** Each party will, upon reasonable request by the other party or that party's legal or authorized representative, without charge, make, execute, and deliver any all such other and further instruments as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement.

38. **MODIFICATION:** Neither this Agreement nor any provisions of it will be amended or modified (or deemed amended or modified) except by court order or a written agreement of the parties duly executed and acknowledged with the same formalities as this Agreement. A duly executed written agreement of the parties would require an executed written agreement which is witnessed and notarized as is this Agreement.

39. **INCORPORATION INTO FINAL JUDGMENT OF DISSOLUTION.** The parties agree that this entire Agreement shall be incorporated, but not merged, by reference into any Final Judgment of Dissolution of Marriage which may be sought by either party in any dissolution of marriage proceeding.

EC  
Husband

KC  
Wife

40. **CONSIDERATION.** The above Agreement is made in consideration of the mutual promises contained herein, and of other good and valuable consideration, receipt of which is hereby acknowledged by both parties.

41. **FAIRNESS OF AGREEMENT.** The parties declare and acknowledge that the terms contained in this Agreement are equitable, fair and just, and that this Agreement is commensurate with the financial means and social positions of both parties. Both parties are satisfied that this Agreement is a fair global resolution of all issues of their marriage and they intend for it to be ratified and approved by the Court in all respects.

END OF AGREEMENT


*IN WITNESS WHEREOF*, the parties have signed and acknowledged this Agreement.

  
EVAN CARBERY

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared EVAN CARBERY who being by me first duly sworn, on oath deposes and says that he has read the foregoing document, knows the contents thereof and that she executed the same freely and voluntarily and for the purposes therein expressed.

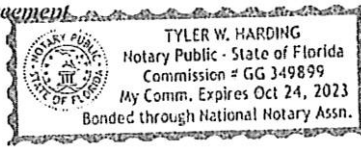
WITNESS my hand and official seal this 6 day of March, 2023.

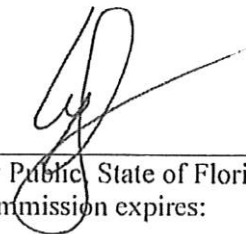
  
Husband

24

  
Wife

Carbery v. Carbery  
Case No.: 502022DR010395XXXXSB (FY)  
Marital Settlement Agreement



  
Notary Public, State of Florida  
My commission expires:

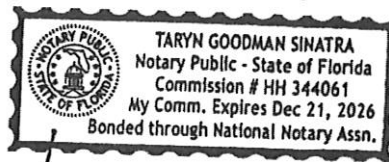
Personally known \_\_\_\_\_ or Produced Identification ✓  
Type of identification produced FLDL

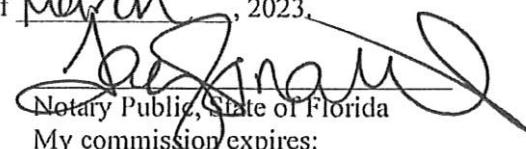
  
KRISTIN CARBERY

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

BEFORE ME, the undersigned authority, this day personally appeared **KRISTIN CARBERY**, who being by me first duly sworn, on oath deposes and says that she has read the foregoing document, knows the contents thereof and that he executed the same freely and voluntarily and for the purposes therein expressed.

WITNESS my hand and official seal this 10 day of March, 2023.



  
Notary Public, State of Florida  
My commission expires:

Personally known ✓ or Produced Identification \_\_\_\_\_  
Type of identification produced \_\_\_\_\_

EC  
Husband

KC  
Wife





## PARENTING PLAN

THIS PARENTING PLAN is made and entered into this 6<sup>th</sup> day of March, by and between KRISTIN CARBERY hereinafter referred to as "Mother," and EVAN CARBERY hereinafter referred to as "Father." This shall serve as the parties' final parenting plan to be submitted to the Court with the agreement of the parties to be ratified and approved as an Order of the Court.

### 1. Children

- a. The parties have two (2) minor children, to wit: C.C., a female, born 2016 (age 6); and C.C., a female, born 2013 (age 9).

### 2. Jurisdiction.

- a. The United States is the country of habitual residence of the children. The State of Florida is the children's home state for purposes of the Uniform Child Custody Jurisdiction and Enforcement Act. This Parenting Plan is a child custody determination for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act, the International Kidnapping Abduction Remedies Act, 42 U.S.C. Sections 11601 et seq., the Parenting Kidnapping Prevention Act, and the Convention on the Civil Aspects of International Child Abduction enacted at the Hague Convention on October 25, 1980, and for all other state and federal laws.

### 3. Decision Making: Rights and Responsibilities.

Shared Parental Responsibility with Ultimate Decision Making. The parties agree that it is in the best interests of the minor children that the parents confer and attempt to agree on the major decisions involving the minor children. If the parents are unable to agree as to medical decisions for the children, then the authority for making such decisions regarding the children shall be made by the Mother.

- a. Day-to-Day Decisions. Each parent shall make decisions regarding the day-to-day care and control of the children while the children are with that parent.
- b. Emergency Decisions. It is understood that some decisions must be made on an emergency basis. In the event of an emergency, should the Father have timeshare with the children, he shall immediately notify the Mother to make all decisions necessary to preserve the health of the children. Otherwise in the event of an emergency, the Mother shall have ultimate decision making authority in the event the parties do not agree or the Father cannot be reached.
- c. Notification and Access in the Event of Illness or Accident. Each party agrees that if either of them has any knowledge of any serious illness or accident or other circumstances seriously affecting the children's health or general welfare, the Father or Mother, as the case may be, shall promptly notify the other of such circumstance and the party who was notified shall have immediate access to the children, notwithstanding where the children may be or the timesharing schedule.

KC  
Mother

EC  
Father

Said access may be in person, telephonic, and/or electronic, at the sole option of the parent seeking access in the event of illness or accident.

- d. **Information Sharing.** Each parent shall have access to all medical and school records pertaining to the children and be permitted to independently consult with any and all professionals involved with the children, including, but not limited to, pediatricians, physicians, dentists, teachers, tutors, childcare providers, and coaches. The parents shall cooperate with each other in sharing information related to the health, education and welfare of the children and they shall sign any necessary documentation ensuring that both parents have access to said records. To the extent possible, the parents will direct school, medical providers, coaches, summer camps, etc., to send records and information to both parents. If the provider is unable or unwilling to provide records or information to both parents, the parent receiving information from any school, summer camp, teacher, coach, tutor, doctor, or any other person involved with the children, shall provide a copy of the document or information to the other parent via email or hand-delivery. Both parents shall have equal and independent authority to confer with the children's school and medical care providers and other programs with regard to the children's educational, emotional and social progress. If one parent learns of anything that is important to a child's health, education, or social progress in any meeting or consultation with any doctor, teacher, tutor, summer camp counselor or coach, then the parent who learned of the information shall timely pass that information on to the other parent so that the other parent is aware of the same.
- e. **Emergency Contacts.** Both parents shall be listed as the primary "emergency contacts" for the children on any and all forms. No other person shall be prioritized above either parent.
- f. **Parent Contact Information.** Each parent has a continuing responsibility to provide a residential, mailing and contact address, and contact telephone number to the other parent until each child graduates from high school or turns 19 years of age, whichever shall first occur. Each parent shall notify the other parent in writing within 24 hours of any change. The parents shall also be required to provide the other with an active email address.
- g. **Informed of Whereabouts.** Each of the parents shall keep the other informed of the whereabouts of the children when a child is outside of Palm Beach, Broward County, or Miami-Dade County, Florida for overnight timesharing.

#### 4. **Education**

- a. The address of the former marital home shall be used as the school boundary address for the children. However, no changes in the children's school enrollment shall be made without the written consent of both parents, and the parents shall mutually agree if they choose to enroll the children in a different school than they currently attend. The children currently attend Sunset Palms Elementary School in Boynton Beach, Florida.

KC  
Mother

EC  
Father

- b. Both parents shall be entitled to attend any teacher/parent meetings. Each parent shall notify the other of any such meetings.

**5. Medical**

- a. The parents shall confer with each other concerning all non-emergency medical, psychological, counseling, optical, dental or orthodontic care and in the event of an impasse, the Mother shall have the final/ultimate decision on the children's medical care. Neither party shall unreasonably withhold his/her consent to reasonable and necessary medical procedures and/or treatments.
- b. The parents shall also immediately notify the other parent of any urgent medical, psychological, counseling, optical, dental or orthodontic appointments. Both parents shall be entitled to attend any such appointments.
- c. Medical Guidelines. The parents agree and acknowledge that the oldest child is diagnosed with Congenital Adrenal Hyperplasia ("CAH") and that the youngest child is diagnosed with epilepsy. The parties shall, at all times, follow the medical guidelines as set forth herein and attached hereto as **Exhibit "A1"**.
- d. Medical Training. By no later than May 12, 2023, the Father must have had his training with a Florida licensed endocrinologist for training as to the eldest child's condition CAH, providing written proof to the Mother as to same. Additionally, by no later than May 12, 2023, the Father must have attend (in person or via telehealth) at least two (2) of the eldest child's doctor's appointments.
- e. Service Dog. Upon the Mother having her own residence, the dog, "Kiah" shall be exchanged with the eldest child for all timeshare to act as a "service animal" for the child. Should either party wish to have Kiah certified, they may do so at their own cost.
- f. Cell Phone Use. The eldest child shall be provided a cell phone which shall be available to her and charged at all times in the event of a medical emergency. Either parent shall be permitted to impose restrictions on the use of the cell phone for entertainment purposes, or communications with third parties. However, there shall be no restrictions on the child contacting either parent at any time or 911 emergency. The Wife shall add the eldest child's phone onto her cell phone plan and the parties will equally split the cost to obtain said phone (and any upgrade over the years) and the monthly cost for said phone on the Wife's cell phone plan.

**6. Extracurricular Activities/Summer Camp**

- a. The parents shall mutually agree in writing before enrolling the children in any organized activities, such as sports teams, lessons or special training or camps. Neither parent shall unreasonably withhold his/her consent to extracurricular

Kc  
Mother

EC  
Father

activities, lessons or special training or camps. The parties agree to equally split the costs of all agreed upon activities.

- b. Both parties shall promote and encourage the children's continued participation and attendance in the children's extracurricular activities during their respective timesharing sessions. More specifically, the parents agree that, absent special circumstances, each of them will ensure the attendance and participation of the children at all agreed upon activities whenever the children are in their respective care and custody.
- c. Each parent shall make a good faith effort to give information to the other parent about events and organized activities in the children's lives, including school programs, religious school activities, concerts, award ceremonies, plays, sports events and other activities that the children are participating. Each parent shall have the right to attend any such events, regardless of the timesharing schedule.

#### **7. Communication Between the Parties**

- a. **Between Parents.** All communications regarding the children shall be between the parents and the parents will not use the children as messengers nor may either parent ask the child(ren) intrusive questions about the other parent's life or circumstances. A parent seeking information from or about the other parent must communicate directly with such other parent. the parents shall not use the children to convey information, ask questions or set up schedule changes.
- b. Barring a time-sensitive/emergency issue which requires a text message/phone call to the other parent, all communication between the parties shall be through Our Family Wizard Program and Application. The parents shall register and connect their accounts within ten (10) days of this Agreement.
- c. Each parent shall be required to maintain an active email account and shall keep the other parent apprised of any changes to their email address at all times.
- d. **Between Parent and Children.** Each parent is to have open, reasonable rights of telephonic and other electronic communication with each of the minor children on a daily basis when the children are with the other parent, free of interference or monitoring by the other parent. To that end, all telephonic and/or other electronic communication between the children and the other parent shall not be monitored by either parent in person or via speaker phone, nor shall such communication be interrupted by the other parent. Notwithstanding, neither party shall abuse their right to reasonable rights of telephonic/electronic communication with the minor children so as to negatively impact and hinder the other parent's enjoyment of timesharing with the children. "Electronic communication" includes telephones, electronic mail or e-mail, webcams, video-conferencing equipment and software or other wired or wireless technologies or other means of communication to supplement face-to-face contact.

#### **8. Other Issues and Children's Rights**



Mother



Father



- a. Each parent recognizes the duty and obligation to foster and encourage a positive and loving relationship between the children and the other parent. Neither parent shall impede, obstruct, or interfere with the other parent's relationship with the children.
- b. Each of the parties recognizes the deep love, devotion and dedication of the other to the minor children. Each recognizes that the other has the right to and shall fully participate with the other and with the children in all important matters pertaining to their health, welfare, education and upbringing.
- c. Each parent shall be entitled to complete and detailed information from physicians, dentists, consultants or specialists attending to the minor child(ren) for any reason whatsoever and to be furnished with copies of any reports given to one or the other parent. Each shall be entitled to complete and detailed information from all teachers, schools, summer camps or other institutions which the child(ren) may attend or with which they may become associated. To effectuate the same, each parent shall notify the school, camp, organization, etc., of their email and mailing addresses and have information/records sent directly to them.
- d. The parties shall be entitled to participate in and attend special activities in which the minor children are engaged, such as religious activities, sports programs, school programs, or other extracurricular activities and important social events.
- e. Neither party shall cause or allow the child(ren) to refer to any other party as Mother, Mommy, Momma, Father, Daddy, or any other similar name or title. Neither parent shall change or allow anyone else to change the child(ren)'s names, including their surname. The child(ren) shall not be known or identified or designated by any other name other than CARBERRY.
- f. The children have the right to be free of negative comments and behavior by one parent about the other. Each parent shall refrain from making negative and derogatory comments about the other in front of the children; nor shall either parent allow a third party to make any such comments in front of the children.
- g. Each parent shall utilize his/her discretion as to whom each parent will trust to be around the child(ren).
- h. The parent exercising timesharing with the minor child(ren) shall ensure that all homework and school projects are timely completed when in their care and custody. If there are any upcoming exams/tests, the parent exercising timesharing shall ensure that the child(ren), when in their care and custody, studies for their upcoming exam/test.
- i. The children should not have to worry about whether their relationship with each parent is dependent upon how well each parent gets along with the other parent.

- j. The children are entitled to have access to each parent and feel free to love each parent without fear of losing either. This principle includes the opportunity to have access to, and develop a relationship with, each parent's "significant other" should such person exist.

### **TIMESHARING SCHEDULE**

9. **Regular Timesharing Schedule.** The parents shall exercise the following regular timesharing schedule with the minor children with the following step-up provisions:

**Step 1:** Beginning Friday March 17, 2023, the Father shall have every other weekend from Friday after school/camp until drop off at school/camp that Monday.

\*Should the Father fail to comply with the requirements as set forth in paragraph 5(e) – Medical Training, the Father shall not move on to Step 2 below until the requirements have been met.

**Step 2:** Beginning Thursday, May 18, 2023, the Father shall have every Thursday overnight from after school/camp until drop off at school/camp the next day in addition to every other weekend from Friday after school/camp until drop off at school/camp that Monday.

**Step 3 (final):** Beginning Monday, August 14, 2023, the parties shall follow a 2-2-3 schedule as set forth below:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	Mom	Mom	Dad	Dad	Mom	Mom	Mom
Week 2	Dad	Dad	Mom	Mom	Dad	Dad	Dad
Week 3	Mom	Mom	Dad	Dad	Mom	Mom	Mom
Week 4	Dad	Dad	Mom	Mom	Dad	Dad	Dad

- a. During the Regular Timesharing Schedule, exchanges shall take place at the child(ren)'s school, afterschool care, camp or extracurricular activity whenever possible, unless there is no school or camp, in which case the parent who would ordinarily be dropping off the children at school or camp, will drop them off at the other parent's home at 8:00 a.m. The parent whose timesharing is commencing shall be responsible for picking up the children.

### **10. Holidays, School Breaks and Special Occasions**

- a. The holiday schedule shall take precedence over the Winter, Spring and Summer Breaks (further defined herein) and the regular timesharing schedule; and the Winter, Spring and Summer Breaks shall take precedence over the regular timesharing schedule. If a holiday is not addressed below, then the children shall remain with the parent in accordance with the regular schedule. If the holiday schedule would result in one parent having three weekends in a row, the parents will exchange the following weekend so that each has two weekends in a row before the regular alternating weekend pattern resumes. On or before August 1<sup>st</sup>, of each school year, the Parties shall obtain a copy of the school calendar for the upcoming

KC  
Mother

EC  
Father

school year for the school that the children attend and create the timesharing schedule/calendar for the upcoming school year following the Regular, Holiday, School Breaks and Special Occasions timesharing for the upcoming school year as stated herein. For clarification, the intent is not to change or revise the Regular, Holiday, School Break and Special Occasion timesharing, rather ensure that the parties schedule his/her timesharing in compliance with this Plan and make the necessary accommodations in the event either party has three weekends in a row as set forth herein.

- b. The parents shall share the children's holidays, school breaks and special occasions, as follows:
- i. *Spring Break & Easter.* Spring Break shall commence at the conclusion of the last day of school and continue until the resumption of school. The Mother shall have all odd numbered years and the Father shall have all even numbered years.
  - ii. *Summer Break.* The regular timesharing schedule shall continue during the children's Summer Break, except that beginning with Summer 2024, each parent shall be entitled up to two weeks of uninterrupted time with the children. The Father's two weeks may not be consecutive and which shall be taken in a week at a time format (i.e. the days will not be broken up into less than a week at a time). The Mother's two weeks may be consecutive. The Mother shall have the first choice of dates in even years and the Father shall have the first choice in odd years. The parent with the first choice shall communicate the dates chosen to the other parent by April 1<sup>st</sup> and the parent with the second choice shall communicate the dates chosen to the other parent by May 1<sup>st</sup>. Both parties uninterrupted time with the children during the summer break shall not conflict with any of the Holidays or other special occasions stated hereinabove. Any unused vacation time at the end of the summer shall expire at the end of that summer and does not carry over or get banked from year to year, i.e. use it or lose it by the end of the Summer Break.
  - iii. *Winter Break & Christmas.* Winter Break shall commence at the conclusion of the last day of school and continue until the resumption of school. The Parties shall equally split the Winter Break. The Father shall be entitled to the first half of the Winter Break, including Christmas Eve and Christmas Day, in odd years and the Mother shall be entitled to the first half of the Winter Break, including Christmas Eve and Christmas Day, in even years. The Father shall be entitled to the second half of the Winter Break, including New Year's Eve and New Year's Day, in even years and the Mother shall be entitled to the second half of the Winter Break, including New Year's Eve and New Year's Day, in odd years. If there are an uneven amount of days in any Winter Break so as the break could not be equally split between the parties, then in even years the Father will get the extra day and in odd years the Mother will get the extra day.

- iv. *Fourth of July.* Fourth of July shall commence on July 4<sup>th</sup> at 10:00 a.m. and continue through July 5<sup>th</sup> at 10:00 a.m. The Father shall be entitled to the Fourth of July in odd years and the Mother shall be entitled to the Fourth of July in even years.
- v. *Halloween Day.* The Father shall have Halloween from the end of school until the following morning at return of school in all odd numbered years, and the Mother shall have all even numbered years. In the event there is no school, Halloween shall commence at 4:00 p.m. and end the following day at 9:00 a.m.
- vi. *Thanksgiving Break.* Thanksgiving Break shall commence at the conclusion of school to commence the Thanksgiving Break and continue until the resumption of school on Monday. The Father shall be entitled to Thanksgiving in odd years and the Mother shall be entitled to Thanksgiving in even years.
- vii. *Mother's Day.* Mother's Day shall commence at 7:30 p.m. on the Saturday before Mother's Day and continue until the resumption of school on Monday. The Mother shall be entitled to Mother's Day every year.
- viii. *Father's Day.* Father's Day shall commence at 7:30 p.m. on the Saturday before Father's Day and continue until the resumption of camp on Monday, if applicable, or 9:00 a.m. The Father shall be entitled to Father's Day every year.
- ix. *Children's Birthdays.* Children's Birthdays: The children's birthdays shall be spent with the parent entitled to timesharing pursuant to the regular schedule set forth herein.
- x. *Other Long Weekends:* All other holidays or school closures that result in a long weekend shall be enjoyed by the parent who is exercising timesharing for that weekend. For example, if it is there is no school on a Monday following the Mother's weekend, her timesharing shall continue until Tuesday at the commencement of school.

**11. Other Timeshare/Exchange Provisions.**

- a. Both parents shall have the children ready on time with the necessary clothing or equipment for school and extracurricular activities, as well as any items which were supplied by the other parent, packed and ready at the agreed upon time of exchange. Any medications shall be exchanged with the children.
- b. If a parent anticipates being more than fifteen (15) minutes late he/she shall contact the other parent and shall make such arrangements for transportation of the child(ren) as may be required because of the schedule of the parent awaiting the children.

KC  
Mother

EC  
Father



- c. Should either child become ill to the point that he/she cannot attend school or camp, the parent with whom the sick child has spent the previous night shall be responsible for him/her until such time as the schedule dictates a transition change.
  - d. Both parents agree not to make plans or arrangements for the children that would intrude upon the other parent's time, without the expressed written consent of the other parent.
  - e. The parents acknowledge that from time to time either parent may need to make adjustments to the regular timesharing schedule due to work, personal obligations or special occasions. Any agreement between the parents to make adjustments to the regular timesharing schedule shall be in writing. Under all circumstances, neither parent shall unreasonably withhold his/her consent to such request made by the other parent.
12. **First Right of Refusal.** If either parent is going to be absent from the children during their timesharing for any overnight, that parent shall give the other parent the first right of refusal to watch the children before leaving the children in the care of a third party. The parent who will be away from the children must notify the other parent via telephone or text message no less than twenty-four (24) hours prior to such absence, or immediately upon learning of the necessary absence if less than twenty-four (24) hours. The other parent shall accept the right of first refusal within four (4) hours. If the other parent does not accept the right of first refusal within four (4) hours the parent may utilize a third-party care provider. This provision is not to be construed as to prevent social "sleepovers" with friends, or occasional overnight visits with grandparents or other family, but is meant to ensure that the other parent has the right to care for the children when one parent is not able to exercise his/her overnight timesharing. No make-up times shall be expected for the lost time.
13. **Childcare Provider.** Each parent shall be free to choose his/her own babysitter for the children during each parent's timesharing. If a parent is using a babysitter for the first time that the other parent has not also utilized or has not met in person, the parent using the babysitter shall notify the other parent at least three (3) days prior, of the new babysitter and provide relevant information about the babysitter indicating the babysitter's background, resume, experience in caring for children, etc. The parent who is utilizing a babysitter shall provide the other parent with the babysitter's contact information (name, address, telephone number, etc.) prior to the babysitter caring for the children. The parent utilizing the babysitter shall likewise provide each babysitter with the other parent's contact information in the event the babysitter needs to utilize the same in an emergency. This provision does not apply to the afterschool childcare provider which shall be mutually agreed upon by the parties.
14. **Vacations and Travel by Minor Children.** Either party may travel with the children during his/her timesharing as follows.
- a. **International Travel.** No international travel shall take place prior to 2024. Thereafter, the parent traveling with the children shall obtain the written consent of

KC  
Mother

EC  
Father

the other parent before such travel and upon agreement, shall give the other parent at least thirty (30) days written notice of the complete itinerary.

- b. U.S. Travel Outside of Florida. The parent traveling with the children shall obtain the written consent of the other parent before such travel and upon agreement, shall give the other parent at least twenty (20) days written notice of the complete itinerary.
- c. Florida State Travel. The parent traveling with the children does not need consent from the other parent and shall give the other parent at least fifteen (15) days written notice of the complete itinerary.
- d. A detailed itinerary, including locations and telephone numbers where the children and parent can be reached during the trip and where the children will be staying overnight during said trip. Each parent agrees to provide whatever documentation is necessary for the other parent to take the children out of the country. Neither parent shall travel with the children to a foreign country that is not a signatory to the Hague Convention on the Civil Aspects of International Child Abduction, without the prior written consent of the other parent. The parties shall cooperate to obtain passports for the minor children and will equally split the costs to obtain said passports and for any renewal of the passports once obtained. The Mother shall hold the children's passports. If either parent needs the children's passports to travel, then the parent holding the respective child's passport shall provide the same to the other parent five (5) days before the departure date and the parent traveling with the children shall return the passport to the parent designated to hold the passport within five (5) days of his/her return from said trip.

**15. Medical Safety.**

- a. The parties shall always use their best judgment to maintain the safety and wellbeing of the children. This includes but is not limited to ensuring that all medical guidelines and doctor recommendations are followed, specifically to the children's medical diagnosis and condition. A failure to comply with this shall be deemed a substantial change in circumstances to justify a modification of the parenting plan.

**16. Relocation.**

- a. Any relocation of the children is subject to and must be sought in compliance with Florida Statute section 61.13001, or any other subsequently renumbered Florida Statutes regarding relocation.

**17. Dispute Resolution.**

- a. Absent an emergency, if the Parents are unable to agree as to any issue relating to the children, including, but not limited to, medical providers, education, extracurricular activities, timesharing disputes, and the like, one parent shall notify the other parent that he/she needs to attend mediation and the parties shall attend mediation within thirty (30) business days from the date of either party's written


  
Mother

  
Father

request. If the parties do not attend mediation within thirty (30) business days from the date of the written request, then the mediation requirement on that particular issue shall be deemed waived.

**18. Signature of Parties.**

- a. The parties acknowledge that in order to facilitate the execution of this Parenting Plan, a facsimile, e-mail and/or PDF copy of the Parenting Plan containing the parties' respective initials and signatures shall be deemed to be an original signature of the parties. Upon both parties' fully executing (i.e. initialing and signing) the Parenting Plan then the Parenting Plan shall be deemed to be a fully executed original Parenting Plan.

  
\_\_\_\_\_  
Kristin Carbery

Mother

  
\_\_\_\_\_  
Evan Carbery

Father

## Charlotte Medical Guidelines

### Extra Meds

- Fever 100.1 or higher - increase double (5 pills)
- Throwing up once
- General cold, flu, Broken bones, severe trauma of any kind

### Call doctor ~~im~~

- Not responding to up dose of meds
- 3 or more days of meds w/ no improvement
- If she enters ER call immediately

### ER visit immediately:

- Fever of 103 or higher for 1 or more days (immediately)
- Vomits more than twice in 20 minutes
- Vomits more than 5 times in ~~24~~ <sup>12</sup> hours
- Tells you she needs to go!!!
- If you can see obvious signs of other unrelated illness (ie strep, Covid)
- If she breaks a bone (go immediately)
- If she is in any traumatic accident (even if she appears fine. She MUST be checked out!)
- If she passes out or loses consciousness

Call me if any of the above takes place from extra meds to an ER visit.

# Exhibit 'A1'

EC

KC

## Colette Medical Guidelines

### ER visit:

- If she has a seizure
- If she becomes unresponsive
- If she is having trouble breathing
- If fever of 102 for more than 2 days
- Any traumatic injury
- If she hits her head. ~~ears~~
- Shows signs of confusion

KC

EC



# Exhibit 'B'

Inventory List

~~Items~~

~~Items~~

~~Items~~

~~Items~~

- Item List

- Personal items in closet

KC X ~~Couch~~

~~Entertainment Center~~

- Apple TV receiver, Printer

- Girls Bedroom sets & Computers

- Bookcase in Playroom

- Items in Hutch (Including Serving Set)

- Paintings in Bathroom, Playroom & Diningroom

- Photos in Hallway

- Appliances in Kitchen (Mixer, ~~Food~~ Food Processor, Toaster

Wish, Crockpot, Roasting Pan, Specialty Pan, Juicer)

- Hand. Wash & Coffee cups, glass bowls & all glass containers,

Knife block, some large Vases, jewelry, utensils

- Box of dishes in garage

- Girls & My bikes

- Luggage (Pink)

- Crib & goes in room

- Xmas & All holiday decor

- Long table & chairs / Nursing Chair

- M. J. & Mac

- Item on table in girls' room

- Kids' car that was left in Girls Bedroom

KC ~~Items~~

All other assets item away.

EC

Exhibit 'B'

KC

## Composite Exhibit C

3/6/2023

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,  
IN AND FOR PALM BEACH COUNTY, FLORIDA

\$1326/mo.

Kristin Carbery

Petitioner

Case No.: 50-2022-DR-010395-XXXX-SB

Division: FY

and

Evan Carbery

Respondent

Child's name	Date of Birth	Child's name	Date of Birth
Charlotte	1/1/2013	Collette	1/1/2016

CHILD SUPPORT GUIDELINES WORKSHEET SUBSTANTIAL TIME-SHARING			
TIME-SHARING WORKSHEET			
No. of children for shared parenting: <u>2</u>	A. Evan	B. Kristin	TOTAL
1. Present Net Monthly Income From Florida Form 902b or 902c In 27. (see Income Attachment)	4,842	1,874	6,716
2. Basic Monthly Obligation [ from child support guidelines chart ] There is (are) <u>2</u> minor child(ren) common to the parties.			1,850
3. Percent of Financial Responsibility (Line 1A / Total for Evan, line 1B / Total for Kristin)	72.10 %	27.90 %	
4. Share of Basic Monthly Obligation (Ln 2 X In 3A for Evan, In 2 X In 3B for Kristin)	1,334	516	
Lines 5 through 9 are not used on substantial time-sharing			
Substantial Time-Sharing (GROSS UP METHOD) If the noncustodial parent exercises time-sharing at least 20 percent of the overnights in the year (73 overnights in the year), complete Nos. 10 through 21			
10. Basic Monthly Obligation x 150% (Multiply line 2 by 1.5)			2,775
	A. Evan	B. Kristin	TOTAL
11. Increased Basic Obligation for each parent (Ln 10 X In 3A for Evan's share, In 10 X In 3B for Kristin's share)	2,001	774	
12. Percentage of overnight stays with each parent The child(ren) spend(s) <u>78.0</u> overnight stays with Evan each year. (multiply by 100/365 for In 12A) The child(ren) spend(s) <u>287.0</u> overnight stays with Kristin each year. (multiply by 100/365 for In 12B)	21.37 %	78.63 %	
13. Parent's support multiplied by other Parent's pct of overnights. (Ln 11A X 12B for 13A, 11B X 12A for 13B)	1,573	165	
Additional Support - Health Insurance, Child Care & Other			
14a. Total Monthly Child Care Costs (Child care costs should not exceed level required, 61.30(7))			0
14b. Total Monthly Child(ren)'s Health Insurance Cost (Only amounts actually paid for health insurance on child(ren))			295
14c. Total Monthly Child(ren)'s Noncovered Medical, Dental and Prescription Medication Costs			0
14d. Total Monthly Child Care & Health Costs (Add lines 14a + 14b + 14c)			295
15. Additional Support Payments (Ln 14d X 3A for Evan's share, Ln 14d X 3B for Kristin's share)	213	82	

Composite Exhibit C

EC

HC



Petitioner name: Kristin Carbery

Case No. 50-2022-DR-010395-XXXX-SB

Statutory Adjustments/Credits			
16a. Monthly child care payments actually made	0	0	
16b. Monthly health insurance payments actually made	295	0	
16c. Other payments/credits actually made for any noncovered medical, dental and prescription medication expenses of the child(ren) not ordered to be separately paid on a percentage basis. [See Sec 61.30 (8), Florida Statutes]	0	0	
17. Total Support Payments actually made [Add 16a through 16c]	295	0	
18. Total Additional Support Transfer Amount [Line 15 minus line 17; Enter any negative number as zero]	0	82	
19. Total Child Support Owed from Evan to Kristin [Lines 13A + 18A]	1,573		
20. Total Child Support Owed from Kristin to Evan [Lines 13B + 18B]		247	
21. Presumptive Child Support to Be Paid (for 1st year; see Worksheet for Alternating Exemptions) [Comparing Ln 19 to 20, Subtract smaller amount from larger]	\$ 1,326 -or- \$		

**ADJUSTMENTS TO GUIDELINES AMOUNT.** If you or the other parent is requesting the Court to award a child support amount that is more or less than the child support guidelines, you must complete and file Motion to Deviate from Child Support Guidelines Florida Supreme Court Approved Family Law Form 12.943.[check one only]

- a. ☐ Deviation from the guidelines amount is requested. The Motion to Deviate from Child Support Guidelines Florida Supreme Court Approved Family Law Form 12.943, is attached.
- b. ☒ Deviation from the guidelines amount is NOT requested. The Motion to Deviate from Child Support Guidelines, Florida Supreme Court Approved Family Law Form 12.943, is not attached.

Date: \_\_\_\_\_

**MONTHLY SUPPORT WITH ALTERNATING EXEMPTIONS**

1. Child Support for current year, with current year exemptions .....\$ 1,326 per month  
 - Paid by Evan.  
 - Kristin is claiming the exemption for Charlotte.  
 - Kristin is claiming the exemption for Collette.
2. Child Support for current year with exemptions alternated .....\$ 1,416 per month  
 - Paid by Evan.  
 - Evan is claiming the exemption for Charlotte.  
 - Evan is claiming the exemption for Collette.
3. Average Child Support (average of lines 1 and 2) .....\$ 1,371 per month  
 - Paid by Evan.

EC

KC

Petitioner name: Kristin Carbery

Case No. 50-2022-DR-010395-XXXX-SB

CHILD SUPPORT GUIDELINES INCOME ATTACHMENT		
	A. Evan	B. Kristin
<b>PRESENT MONTHLY GROSS INCOME:</b>		
1. Gross salary or wages per month	7,500	780
2. Alimony from this case per month	0	1,000
3. Interest and dividends per month	0	68
4. TOTAL PRESENT MONTHLY GROSS INCOME	7,500	1,848
<b>PRESENT MONTHLY DEDUCTIONS:</b>		
5. Federal, state, and local income taxes per month	937	(385)
6. FICA or self-employment taxes per month	465	48
7. Medicare payments per month	109	11
8. Mandatory union dues per month	0	25
9. Mandatory retirement per month	0	25
10. Health insurance not for children per month	147	250
11. Alimony from this case per month	1,000	0
12. TOTAL MONTHLY DEDUCTIONS	2,658	(26)
13. PRESENT NET MONTHLY INCOME (Guideline Worksheet line 1)	4,842	1,874
14. # children for child tax credit (information only)	0	2

EC

KC

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,  
IN AND FOR PALM BEACH COUNTY, FLORIDA

\$0

Kristin Carbery  
and  
Evan Carbery

Petitioner  
Respondent

Case No.: 50-2022-DR-010395-XXXX-SB  
Division: FY

Child's name	Date of Birth	Child's name	Date of Birth
Charlotte	1/1/2013	Collette	1/1/2016

CHILD SUPPORT GUIDELINES WORKSHEET SUBSTANTIAL TIME-SHARING			
TIME-SHARING WORKSHEET			
No. of children for shared parenting: <u>2</u>	A. Evan	B. Kristin	TOTAL
1. Present Net Monthly Income From Florida Form 902b or 902c In 27. (see Income Attachment)	4,842	4,323	9,165
2. Basic Monthly Obligation [ from child support guidelines chart ] There is (are) <u>2</u> minor child(ren) common to the parties.			2,141
3. Percent of Financial Responsibility [Line 1A / Total for Evan, line 1B / Total for Kristin]	52.83 %	47.17 %	
4. Share of Basic Monthly Obligation [Ln 2 X In 3A for Evan, In 2 X In 3B for Kristin]	1,131	1,010	
Lines 5 through 9 are not used on substantial time-sharing.			
Substantial Time-Sharing (GROSS UP METHOD) If the noncustodial parent exercises time-sharing at least 20 percent of the overnights in the year (73 overnights in the year), complete Nos. 10 through 21			
10. Basic Monthly Obligation x 150% [Multiply line 2 by 1.5]			3,212
	A. Evan	B. Kristin	TOTAL
11. Increased Basic Obligation for each parent [Ln 10 X In 3A for Evan's share, In 10 X In 3B for Kristin's share]	1,697	1,515	
12. Percentage of overnight stays with each parent The child(ren) spend(s) <u>182.5</u> overnight stays with Evan each year. [multiply by 100/365 for In 12A] The child(ren) spend(s) <u>182.5</u> overnight stays with Kristin each year. [multiply by 100/365 for In 12B]	50.00 %	50.00 %	
13. Parent's support multiplied by other Parent's pct of overnights. [Ln 11A X 12B for 13A, 11B X 12A for 13B]	849	758	
Additional Support - Health Insurance, Child Care & Other			
14a. Total Monthly Child Care Costs [Child care costs should not exceed level required, 61.30(7)]			0
14b. Total Monthly Child(ren)'s Health Insurance Cost [Only amounts actually paid for health insurance on child(ren)]			295
14c. Total Monthly Child(ren)'s Noncovered Medical, Dental and Prescription Medication Costs			0
14d. Total Monthly Child Care & Health Costs [Add lines 14a + 14b + 14c]			295
15. Additional Support Payments [Ln 14d X 3A for Evan's share, Ln 14d X 3B for Kristin's share]	156	139	

Petitioner name: Kristin Carbery

Case No. 50-2022-DR-010395-XXXX-SB

Statutory Adjustments/Credits			
16a. Monthly child care payments actually made	0	0	
16b. Monthly health insurance payments actually made	295	0	
16c. Other payments/credits actually made for any noncovered medical, dental and prescription medication expenses of the child(ren) not ordered to be separately paid on a percentage basis. [See Sec 61.30 (8), Florida Statutes]	0	0	
17. Total Support Payments actually made [Add 16a through 16c]	295	0	
18. Total Additional Support Transfer Amount [Line 15 minus line 17; Enter any negative number as zero]	0	139	
19. Total Child Support Owed from Evan to Kristin [Lines 13A + 18A]	849		
20. Total Child Support Owed from Kristin to Evan [Lines 13B + 18B]		897	
21. Presumptive Child Support to Be Paid (for 1st year; see Worksheet for Alternating Exemptions) [Comparing ln 19 to 20, Subtract smaller amount from larger]	\$	-or- \$	48

ADJUSTMENTS TO GUIDELINES AMOUNT. If you or the other parent is requesting the Court to award a child support amount that is more or less than the child support guidelines, you must complete and file Motion to Deviate from Child Support Guidelines Florida Supreme Court Approved Family Law Form 12.943. [check one only]

- a. ☐ Deviation from the guidelines amount is requested. The Motion to Deviate from Child Support Guidelines Florida Supreme Court Approved Family Law Form 12.943, is attached.
- b. ☒ Deviation from the guidelines amount is NOT requested. The Motion to Deviate from Child Support Guidelines, Florida Supreme Court Approved Family Law Form 12.943, is not attached.

Date: \_\_\_\_\_

## MONTHLY SUPPORT WITH ALTERNATING EXEMPTIONS

- Child Support for current year, with current year exemptions ..... \$ 48 per month
  - Paid by Kristin.
  - Kristin is claiming the exemption for Charlotte.
  - Kristin is claiming the exemption for Collette.
- Child Support for current year with exemptions alternated ..... \$ 80 per month
  - Paid by Evan.
  - Evan is claiming the exemption for Charlotte.
  - Evan is claiming the exemption for Collette.
- Average Child Support (average of lines 1 and 2) ..... \$ 16 per month
  - Paid by Evan.

EC

KC

Petitioner name: Kristin Carbery

Case No. 50-2022-DR-010395-XXXX-SB

CHILD SUPPORT GUIDELINES INCOME ATTACHMENT		
	A. Evan	B. Kristin
<b>PRESENT MONTHLY GROSS INCOME:</b>		
1. Gross salary or wages per month	7,500	3,500
2. Alimony from this case per month	0	1,000
3. Interest and dividends per month	0	68
4. TOTAL PRESENT MONTHLY GROSS INCOME	7,500	4,568
<b>PRESENT MONTHLY DEDUCTIONS:</b>		
5. Federal, state, and local income taxes per month	937	(323)
6. FICA or self-employment taxes per month	465	217
7. Medicare payments per month	109	51
8. Mandatory union dues per month	0	25
9. Mandatory retirement per month	0	25
10. Health insurance not for children per month	147	250
11. Alimony from this case per month	1,000	0
12. TOTAL MONTHLY DEDUCTIONS	2,658	245
13. PRESENT NET MONTHLY INCOME (Guideline Worksheet line 1)	4,842	4,323
14. # children for child tax credit (information only)	0	2

EC

KC

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,  
IN AND FOR PALM BEACH COUNTY, FLORIDA

\$3341 mo

Kristin Carbery  
Petitioner  
and  
Evan Carbery  
Respondent

Case No.: 50-2022-DR-010395-XXXX-SB  
Division: FY

Child's name	Date of Birth	Child's name	Date of Birth
Charlotte	1/1/2013	Collette	1/1/2016

CHILD SUPPORT GUIDELINES WORKSHEET SUBSTANTIAL TIME-SHARING			
TIME-SHARING WORKSHEET			
No. of children for shared parenting: <u>2</u>	A. Evan	B. Kristin	TOTAL
1. Present Net Monthly Income From Florida Form 902b or 902c In 27. (see Income Attachment)	5,842	3,323	9,165
2. Basic Monthly Obligation [ from child support guidelines chart ] There is (are) <u>2</u> minor child(ren) common to the parties.			2,141
3. Percent of Financial Responsibility (Line 1A / Total for Evan, line 1B / Total for Kristin)	63.74 %	36.26 %	
4. Share of Basic Monthly Obligation (Ln 2 X In 3A for Evan, In 2 X In 3B for Kristin)	1,365	776	
Lines 5 through 9 are not used on substantial time-sharing			
Substantial Time-Sharing (GROSS UP METHOD) If the noncustodial parent exercises time-sharing at least 20 percent of the overnights in the year (73 overnights in the year), complete Nos. 10 through 21			
10. Basic Monthly Obligation x 150% (Multiply line 2 by 1.5)			3,212
	A. Evan	B. Kristin	TOTAL
11. Increased Basic Obligation for each parent (Ln 10 X In 3A for Evan's share, In 10 X In 3B for Kristin's share)	2,047	1,165	
12. Percentage of overnight stays with each parent The child(ren) spend(s) <u>182.5</u> overnight stays with Evan each year. [multiply by 100/365 for In 12A] The child(ren) spend(s) <u>182.5</u> overnight stays with Kristin each year. [multiply by 100/365 for In 12B]	50.00 %	50.00 %	
13. Parent's support multiplied by other Parent's pct of overnights. [Ln 11A X 12B for 13A, 11B X 12A for 13B]	1,024	583	
Additional Support - Health Insurance, Child Care & Other			
14a. Total Monthly Child Care Costs [Child care costs should not exceed level required, 61.30(7)]			0
14b. Total Monthly Child(ren)'s Health Insurance Cost [Only amounts actually paid for health insurance on child(ren)]			295
14c. Total Monthly Child(ren)'s Noncovered Medical, Dental and Prescription Medication Costs			0
14d. Total Monthly Child Care & Health Costs [Add lines 14a + 14b + 14c]			295
15. Additional Support Payments [Ln 14d X 3A for Evan's share, Ln 14d X 3B for Kristin's share]	188	107	

EC

KC



Petitioner name: Kristin Carbery

Case No. 50-2022-DR-010395-XXXX-SB

Statutory Adjustments/Credits			
16a. Monthly child care payments actually made	0	0	
16b. Monthly health insurance payments actually made	295	0	
16c. Other payments/credits actually made for any noncovered medical, dental and prescription medication expenses of the child(ren) not ordered to be separately paid on a percentage basis. [See Sec 61.30 (8), Florida Statutes]	0	0	
17. Total Support Payments actually made [Add 16a through 16c]	295	0	
18. Total Additional Support Transfer Amount [Line 15 minus line 17; Enter any negative number as zero]	0	107	
19. Total Child Support Owed from Evan to Kristin [Lines 13A + 18A]	1,024		
20. Total Child Support Owed from Kristin to Evan [Lines 13B + 18B]		690	
21. Presumptive Child Support to Be Paid (for 1st year; see Worksheet for Alternating Exemptions) [Comparing In 19 to 20, Subtract smaller amount from larger]	\$ 334 -or- \$		

ADJUSTMENTS TO GUIDELINES AMOUNT. If you or the other parent is requesting the Court to award a child support amount that is more or less than the child support guidelines, you must complete and file Motion to Deviate from Child Support Guidelines Florida Supreme Court Approved Family Law Form 12.943. [check one only]

- a. ☐ Deviation from the guidelines amount is requested. The Motion to Deviate from Child Support Guidelines Florida Supreme Court Approved Family Law Form 12.943, is attached.
- b. ☒ Deviation from the guidelines amount is NOT requested. The Motion to Deviate from Child Support Guidelines, Florida Supreme Court Approved Family Law Form 12.943, is not attached.

Date: \_\_\_\_\_

## MONTHLY SUPPORT WITH ALTERNATING EXEMPTIONS

1. Child Support for current year, with current year exemptions .....\$ 334 per month  
 - Paid by Evan.  
 - Kristin is claiming the exemption for Charlotte.  
 - Kristin is claiming the exemption for Collette.
2. Child Support for current year with exemptions alternated .....\$ 462 per month  
 - Paid by Evan.  
 - Evan is claiming the exemption for Charlotte.  
 - Evan is claiming the exemption for Collette.
3. Average Child Support (average of lines 1 and 2) .....\$ 398 per month  
 - Paid by Evan.

EC

Kc



Petitioner name: Kristin Carbery

Case No. 50-2022-DR-010395-XXXX-SB

CHILD SUPPORT GUIDELINES INCOME ATTACHMENT		
	A. Evan	B. Kristin
<b>PRESENT MONTHLY GROSS INCOME:</b>		
1. Gross salary or wages per month	7,500	3,500
2. Interest and dividends per month	0	68
3. TOTAL PRESENT MONTHLY GROSS INCOME	7,500	3,568
<b>PRESENT MONTHLY DEDUCTIONS:</b>		
4. Federal, state, and local income taxes per month	937	(323)
5. FICA or self-employment taxes per month	465	217
6. Medicare payments per month	109	51
7. Mandatory union dues per month	0	25
8. Mandatory retirement per month	0	25
9. Health insurance not for children per month	147	250
10. TOTAL MONTHLY DEDUCTIONS	1,658	245
11. PRESENT NET MONTHLY INCOME (Guideline Worksheet line 1)	5,842	3,323
12. # children for child tax credit (information only)	0	2

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,  
IN AND FOR PALM BEACH COUNTY, FLORIDA

Step Down  
\$204/mo.

Case No.: 50-2022-DR-010395-XXXX-SB  
Division: FY

Kristin Carbery ,  
Petitioner  
and  
Evan Carbery ,  
Respondent

### CHILD SUPPORT STEP-DOWNS

#### Children:

Charlotte born: 1/1/2013  
Collette born: 1/1/2016

Evan Carbery will be paying child support.

Child support of .....\$ 334 per month  
from: 1 / 2023 to 1 / 2031

Child support of .....\$ 204 per month  
from: 2 / 2031 to 1 / 2034

#### Child support payments

Year	Amount	Year	Amount	Year	Amount
2023	4,008	2040	0	2057	0
2024	4,008	2041	0	2058	0
2025	4,008	2042	0	2059	0
2026	4,008	2043	0	2060	0
2027	4,008	2044	0	2061	0
2028	4,008	2045	0	2062	0
2029	4,008	2046	0	2063	0
2030	4,008	2047	0	2064	0
2031	2,578	2048	0	2065	0
2032	2,448	2049	0	2066	0
2033	2,448	2050	0	2067	0
2034	204	2051	0	2068	0
2035	0	2052	0	2069	0
2036	0	2053	0	2070	0
2037	0	2054	0	2071	0
2038	0	2055	0	2072	0
2039	0	2056	0		

EC

Kc