

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

Case No.: 2022-DR-009282-O

IN RE THE MARRIAGE OF:

JUSTIN LUNA,
Petitioner,

and

VICTORIA LUNA,
Respondent.

_____ /

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE came to be heard upon the Petition for Dissolution of Marriage filed by Petitioner, Justin Michael Luna. After taking testimony and other evidence in open Court and reviewing the Court file, the Court FINDS as follows:

1. The Court has jurisdiction of the parties and the subject matter herein, specifically, Petitioner, Justin Luna, whose address is 917 Golfview Street, Orlando, FL 32804, and Respondent, Victoria Luna, whose address is 917 Golfview Street, Orlando, FL 32804.

2. The Petitioner has been a resident of the State of Florida for at least six (6) months prior to the filing of the Petition for Dissolution of Marriage.

3. The following child involved in this action has been born to or adopted by the parties:

Name	Date of Birth
Charlotte Luna	December 12, 2012

4. Irreconcilable differences exist and have caused the irretrievable breakdown of the marriage, and all efforts and hope of reconciliation would be impracticable and not in the best interests of the parties.

5. The parties wish to settle between themselves their respective rights, duties, and obligations regarding property, liabilities, and children and so have entered into a written Marital Settlement Agreement, as well as a written Parenting Plan. The Parties' Marital Settlement Agreement, identified as Exhibit 1 and filed herein, was entered into voluntarily by each party, and has been introduced into evidence at the

final hearing in this cause. The Parties' Parenting Plan, identified as Exhibit 2 and filed herein, was entered into voluntarily by each party, and has been introduced into evidence at the final hearing in this cause.

6. The Court finds that said Marital Settlement Agreement, and Parenting Plan along with the Time-Sharing Schedule contained therein, constitutes a Parenting Plan intended to govern the relationship between the parties relating to the decisions to be made regarding the child.

7. The Court finds that this Court has continuing jurisdiction over the child pursuant to the applicable Florida Statutes and the Uniform Child Custody Jurisdiction and Enforcement Act.

8. The Court finds that Florida is the home state and the state of habitual residence of the parties' child. Accordingly, Florida is the sole jurisdictional state to determine child custody, parental responsibility, time-sharing, rights of custody, and rights of access concerning the child under the Parental Kidnapping Prevention Act (PKPA), under the International Child Abduction Remedies Act (ICARA), and under the Convention on the Civil Aspects of International Child Abduction enacted at The Hague on October 25, 1980.

9. The Court finds that the parties have the present ability to pay support as agreed to in the Marital Settlement Agreement as ratified, confirmed, and made part of this Final Judgment.

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

1. The parties are awarded Judgment for Dissolution of Marriage, and the bonds of matrimony heretofore existing between Justin Michael Luna (hereinafter referred to as "Petitioner" or "Petitioner") and Victoria Luna (hereinafter referred to as "Respondent" or "Respondent") are hereby dissolved.

2. The Marital Settlement Agreement of the parties, incorporated herein by reference for all purposes, is approved and expressly made a part of this Final Judgment, and all terms and provisions of said Agreement are RATIFIED, CONFIRMED, and ADOPTED as Orders of this Court to the same extent and with the same force and effect as if the terms and provisions were set forth verbatim in this Final Judgment, and the parties are ORDERED to comply with the terms and provisions of said Agreement.

3. The Parenting Plan of the parties, incorporated herein by reference for all purposes, is approved and expressly made a part of this Final Judgment, and all terms and provisions of said Parenting Plan are RATIFIED, CONFIRMED, and ADOPTED as Orders of this Court to the same extent and with the same force and effect as if the terms and provisions were set forth verbatim in this Final Judgment, and the parties are

ORDERED to comply with the terms and provisions of said Parenting Plan.

4. Respondent shall have the exclusive right to purchase Petitioner's interest in the Marital Home for the purchase price of Six Hundred Thousand Dollars (\$600,000.00) via a \$100,000.00 as set forth in the parties' Marital Settlement Agreement and a lump sum payment paid no later than June 1, 2023 via wire transfer to Petitioner in the amount of \$500,000.00. Respondent shall, upon execution of the parties' Marital Settlement Agreement, furnish the sum of \$5,000.00 as a down payment for his interest, which will remain in escrow until closing. The deposit shall be used towards the purchase price at closing. Petitioner shall remove all property from the Marital Home and shall otherwise vacate the premises and all known rights in the Marital House within twenty (20) days of closing on such interest. Respondent is to give 14 days' notice of such closing date. If Respondent fails to close on the interest for reasons other than the inability to procure a mortgage, by June 1, 2023, the deposit shall become property of Petitioner and The Marital Home shall be sold at fair market value on June 2, 2023, or as soon as practicable thereafter, subject to the provisions of sale set forth in the parties' Marital Settlement Agreement with the net proceeds being split equally between the parties. In the event of a sale, the net sales proceeds from the Marital Home shall be divided as follows: Petitioner shall receive fifty percent (50%) of the net sales proceeds, and Respondent shall receive fifty percent (50%) of the net sales proceeds.

5. \$230,000.00 represents the Respondent's pro rata share of Petitioner's bonus received in January 2023. Within one day of the execution of the parties' Marital Settlement Agreement, the Petitioner shall pay Respondent \$130,000.00. The remaining \$100,000.00 shall be held back and intended as a deposit towards Respondent's buyout of Petitioner's interest in the Marital Home for the amount of \$600,000.00. If Respondent is unable to close on the purchase of Petitioner's interest in the Marital Home by June 1, 2023, then Petitioner shall pay Respondent the remaining \$100,000.00 on or before July 1, 2023.

6. The Petitioner shall cause the payment of \$33,000.00 to Respondent from Corporate Defendant LLEB, LLP on or before January 10, 2024, representing Petitioner's interest in LLEB, LLP

7. Petitioner shall make an alimony payment to the Respondent in the amount of \$ \$66,667.00 upon the earlier of Respondents closing and payment to Petitioner for his interest in the Marital Home or June 1, 2023, whichever comes first. An additional \$66,667.00 shall be paid to the Respondent by January 10, 2024 and a final payment of \$66,665.00 by January 10, 2025 for a total alimony payment of \$200,000.00. Aside from the payments herein, no alimony shall be paid to either party.

8. In lieu of paying child support directly to the Respondent, the Petitioner shall pay the minor child's tuition at Lake Highland Preparatory, so long as the parties

remain in agreement that the minor child attend Lake Highland Preparatory or another suitable alternative. The Petitioner will also pay all related expenses, fees and costs and all other costs delineated in the parties' Marital Settlement Agreement. In the event the Petitioner no longer incurs the cost of private school tuition, the parties will return to mediation and address monthly child support at that time.

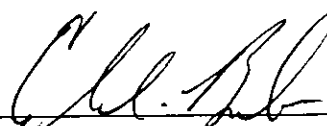
9. Each party will be responsible for his or her own attorney's fees incurred herein.

10. Each party shall (a) provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Final Judgment or the Marital Settlement Agreement, and (b) timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Final Judgment or the Marital Settlement Agreement.

11. Any right, claim, demand or interest of the parties in and to the property of the other, whether real, personal or mixed, of whatever kind and nature and wherever situated, including but not limited to homestead, succession and inheritance arising out of the marital relationship existing between the parties hereto, except as expressly set forth or arising out of said Marital Settlement Agreement, is forever barred and terminated.

12. 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 Marital Settlement Agreement entered into by the parties herein.

DONE AND ORDERED in Orange County, Florida on the 9 day of May, 2023



Circuit Judge Elaine A. Barbour

(certificate of service on following page)

CERTIFICATE OF SERVICE

I certify that a copy of this document was hand delivered, served via the Florida Courts E-Filing Portal, e-mail and/or mail to the persons listed below on MAY 10, 2023.

Jean Moses, Esquire
Attorney for Petitioner
730 Vassar Street, Suite 200
Orlando, FL 32804
service@mensdlf.com
jean@mensdlf.com

Anne Marie Gennusa, Esquire
Attorney for the Respondent
309 Kingsley Lake Drive, Suite 903
St. Augustine, FL 32092
Tel. (904) 827-0775
E-Mail: office@gennusalaw.com
Secondary E-Mail: pleadings@gennusalaw.com



Judicial Assistant/~~Attorney~~

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

Case No.: 2022-JDR-9282-0
Division: 29

IN RE THE MARRIAGE OF:
JUSTIN M. LUNA,
Petitioner/Husband,
and

VICTORIA S. LUNA,
Respondent/Wife/Wife,
and

LEE AGENT SERVICES, INC.,
Corporate Defendant.

MARITAL SETTLEMENT AGREEMENT

This Agreement is made in connection with an action for dissolution between Justin Michael Luna (referred to as "Petitioner" or "Husband" or "Father" herein) and Victoria Luna (referred to as "Respondent" or "Wife" or "Mother" herein) who agree as follows:

WHEREAS, the parties hereto were married to each other on or about June 23, 2007;

WHEREAS, the following child involved in this action has been born to or adopted by the parties:


Name	Date of Birth
Charlotte Luna	December 12, 2012

WHEREAS, no other children were adopted, and none are expected;

WHEREAS, Petitioner has filed a petition for dissolution of marriage in the above case, and this Agreement is intended to be introduced into evidence in such action, to be incorporated in a Final Judgment entered therein;

WHEREAS, the parties acknowledge that irreconcilable differences exist, that the marriage is irretrievably broken, and that the parties intend to live separate and apart from each other;


WHEREAS, the parties wish to settle between themselves, now and forever, their respective rights, duties, and obligations regarding property, liabilities, and child;



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Luna v. Luna
Marital Settlement Agreement



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WHEREAS, each party has read this Agreement and understands its terms and consequences, and each party believes that this Agreement is fair, just, and reasonable, and in the best interest of the child;

WHEREAS, each party has assented to this Agreement freely and voluntarily, without coercion or duress;

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the parties have agreed and do hereby agree as follows:

**ARTICLE I
PARENTING PLAN**

1.1 The parties shall have shared parental responsibility and shall retain full parental rights and responsibilities with respect to the child.

1.2 The parties have agreed to a Parenting Plan attached hereto, which is incorporated herein by reference and made a part of this Agreement for all purposes. The parties agree that this Parenting Plan is in the best interest of the child, and represents the parties' agreement regarding their responsibilities for the daily tasks associated with the upbringing of the child, including decision-making, time-sharing, transportation, and communication, child support, insurance, and health care expenses.

**ARTICLE II
MARITAL HOME**

2.1 There exists certain real property in which one or both parties may claim an interest, herein referred to as the "Marital Home," located at 917 Golfview St, Orlando, FL 32804.

2.2 Wife shall have the exclusive right to purchase Husband's interest in the Marital Home for the purchase price of Six Hundred Thousand Dollars (\$600,000) via a \$100,000.00 deposit set forth in paragraph 4.6 and a lump sum payment paid no later than June 1, 2023 via wire transfer to Husband in the amount of \$500,000.00 (with 5k coming from the below mentioned down payment). Wife shall, upon execution of this Agreement, furnish the sum of \$5,000.00 as a down payment for his interest, which will remain in escrow until closing. The deposit shall be used towards the purchase price at closing. Husband shall remove all property from the Marital Home and shall otherwise vacate the premises and all known rights in the Marital House within twenty (20) days of closing on such interest. Wife agrees to give 14 days' notice of such closing date. If Wife fails to close on the interest for reasons other than the inability to procure a mortgage, by June 1, 2023, the deposit shall become property of Husband and The Marital Home shall be sold at fair market value on June 2, 2023, or as soon as practicable thereafter, subject to the provisions of sale set forth below with the net proceeds being split equally between the parties.

2.3 In the event of a sale, the parties shall list the property with a mutually agreed to broker or salesperson licensed by the Florida Real Estate Commission, who has an office in the county where the property is located or in a county contiguous thereto.

2.4 In the event of a sale, the property shall be sold for a price and/or under terms that are mutually agreeable to Petitioner and Respondent. In the event that the parties fail to agree on a price or terms of a sale, each party shall choose a broker, and the two brokers shall select a third broker to make a determination to resolve a dispute in this regard.

2.5 Until the property has been sold, Buyout, or Petitioner's voluntary relinquishment of his possessory interest in the house, whichever comes first, the liability for property taxes and insurance on the Marital Home shall be paid equally by the parties.

2.6 In the event of a sale or buyout, the costs of maintenance and repairs necessary to keep the property in its present condition until the conclusion of the sale or buy out or voluntarily relinquishment of Husband's possessory interest in the house, shall be divided as follows: Petitioner, fifty percent (50%); Respondent, fifty percent (50%). It is the intend of the parties to have exclusive use and possession of the marital home until the Husband finds his own residence. Therefore, it is the agreement of the parties that the Husband shall be entitled to reside in the marital home until June 1, 2023.

2.7 The "net sales proceeds" are defined as the gross sales price, LESS any real estate commissions, customary and ordinary closing costs, and full payment of all existing mortgage indebtedness on the property, if any.

2.8 In the event of a sale, the net sales proceeds from the Marital Home shall be divided as follows: Petitioner shall receive fifty percent (50%) of the net sales proceeds, and Respondent shall receive fifty percent (50%) of the net sales proceeds.

ARTICLE III RETIREMENT

The parties agree to an equitable distribution of marital assets and debts as reflected on the attached worksheet.

Parties 401K Retirement Accounts

3.1 Respondent is awarded fifty percent (50%) of the Petitioner's Newport 401K Retirement account arising out of Petitioner's employment with L.L.B. LLP, with a valuation date of August 19, 2022, together with fifty percent (50%) of all increases thereof occurring thereafter, vested or otherwise.

3.2 Petitioner is awarded fifty percent (50%) of the Respondent's 401K Retirement account ending in 7077 arising out of Respondent's employment with Rissman Barrett, with a valuation date of August 19, 2022, together with fifty percent (50%) of all increases thereof

occurring thereafter, vested or otherwise.

3.3 Petitioner is awarded fifty percent (50%) of the Respondent's 401K Retirement account arising out of Respondent's employment with Wilson Elser, with a valuation date of August 19, 2022, together with fifty percent (50%) of all increases thereof occurring thereafter, vested or otherwise.

Husband's Vanguard Roth IRA acct no. 1043

3.4 Respondent is awarded fifty percent (50%) of the Petitioner's Vanguard Roth IRA account ending in *1043, with a valuation date of August 19, 2022, together with fifty percent (50%) of all increases thereof occurring thereafter, vested or otherwise.

Joint Wealth Specialist acct no. 5977

3.5 The account shall be equally divided, and the parties will work together and use their best efforts to mitigate any tax implications or penalties associated with liquidation.

Joint Wealthfront acct no. 2079

3.6 The account shall be equally divided, and the parties will work together and use their best efforts to mitigate any tax implications or penalties associated with liquidation.

Husband's Brokerage Vanguard acct no. 1348

3.7 The account shall be equally divided, and the parties will work together and use their best efforts to mitigate any tax implications or penalties associated with liquidation.

Charlotte C. Luna Vanguard 529 Plan

3.8 The parties agree that Charlotte C. Luna shall be the beneficiary and recipient of the Vanguard 529 Plan and Petitioner shall be the custodian of this account.

Husband's Fundrise Investment acct no. 1773

3.9 The account shall be equally divided, and the parties will work together and use their best efforts to mitigate any tax implications or penalties associated with liquidation.

Husband's Realty Mogul acct no. 0711

3.10 The account shall be equally divided, and the parties will work together and use their best efforts to mitigate any tax implications or penalties associated with liquidation.

3.11 The parties shall share equally in the cost of preparation Qualified Domestic Relations Order (QDRO) should they be needed to effectuate the division of the accounts listed in 3.1 – 3.3 above. Nothing in paragraphs 3.1 – 3.3 above would prevent the parties from offsetting the amount owed to the Wife from the Husband's retirement account to reduce the number of QDROS's needed.

**ARTICLE IV
DIVISION OF OTHER ASSETS AND LIABILITIES**

Division of Other Assets

4.1 Except for the items specifically conferred or addressed in the schedules "A" and "B" attached hereto or as otherwise expressly provided by this Agreement, each party shall have exclusive ownership of all items of personal property that are currently in his or her possession, and the other party waives and releases any and all claim or interest in such items. The parties reserve their rights related to the allocation of the household furnishings and furniture in the Marital Home and The Lake House Condo.

Division of Liabilities

4.2 Petitioner shall pay the debts, liabilities and obligations listed in Exhibit "C" attached hereto and incorporated herein by reference for all purposes as if set forth in full and shall indemnify and hold Respondent and her property harmless from any failure to pay the same.

4.3 Respondent shall pay the debts, liabilities and obligations listed in Exhibit "D" attached hereto and incorporated herein by reference for all purposes as if set forth in full and shall indemnify and hold Petitioner and his property harmless from any failure to pay the same.

4.4 There are no other obligations or liabilities of the parties known to exist. Any obligation or liability that is not listed herein shall be the responsibility of the party that incurred the same, and the party that incurred the same shall indemnify the other party and the property of the other party harmless from liability therefor.

4.5 Neither party shall hereafter incur any obligation or liability for which the other party will be liable.

Equalizing Payment

4.6 The parties agree that \$230,000.00 represents the Respondent's pro rata share of Petitioner's bonus received in January 2023. Within one day of the execution of this Agreement, the Petitioner shall pay Respondent \$130,000.00. The remaining \$100,000.00 shall be held back and intended as a deposit towards Respondent's buyout of Petitioner's interest in the Marital Home for the amount of \$600,000.00. If Respondent is unable to close on the purchase of Petitioner's interest in the Marital Home by June 1, 2023, then Petitioner shall pay Respondent the remaining \$100,000.00 on or before July 1, 2023.

4.7 The Petitioner shall cause the payment of \$33,000.00 to Respondent from Corporate Defendant L.L.E.B, LLP on or before January 10, 2024, representing Petitioner's interest in L.L.E.B, LLP.

General Provisions

4.8 Full and Complete Disclosure. Each party hereto warrants and agrees that he or she has made a full and complete disclosure to the other party of all marital and nonmarital property, income, assets and liabilities.

4.9 Other Information or Instruments. Each party agrees to provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Agreement.

4.10 Nondischargeable in Bankruptcy. All terms of this Agreement pertaining to the division of marital property, including but not limited to any hold harmless or indemnification provisions, are specifically intended by the parties to be nondischargeable in the event of bankruptcy.

**ARTICLE V
ALIMONY**

5.1 The parties agree that Petitioner shall make an alimony payment to the Respondent in the amount of \$ \$66,667.00 upon the earlier of Respondents closing and payment to Husband for his interest in the Marital Home or June 1, 2023, whichever comes first. An additional \$66,667.00 shall be paid to the Respondent by January 10, 2024 and a final payment of \$66,665.00 by January 10, 2025 for a total alimony payment of \$200,000.00. Aside from the payments herein, both parties forever waive the right to alimony in any form.

5.2 Not Taxable Income for Respondent. The parties acknowledge that the alimony specified hereinabove shall not constitute taxable income for Respondent, and that Petitioner shall not be entitled to deduct from his income all such alimony payments made by Petitioner.

**ARTICLE VI
TAX ISSUES**

Federal Income Taxes for Tax Year 2023

6.1 For tax year 2023, each party shall file an individual income tax return in accordance with the Internal Revenue Code.

6.2 Unless otherwise specified in this Agreement, and in addition to income attributable to each party's respective nonmarital property, each party must report as the party's income one-half of all income attributable to marital property, including earnings from personal services received on or before the date of the dissolution of the marriage equally through the Petition Date. The parties do not anticipate any such taxable income as a result of splitting marital assets.

Additionally, each party may take credit for all of the reporting party's estimated tax payments and federal income tax payroll withholding deductions occurring after the date of the dissolution of the marriage, and, to the extent allowed by law, all deductions, exemptions, credits, and adjustments attributable to his or her income and expenses after the date of the dissolution of the marriage.

6.3 Each party shall timely pay his or her tax liability in connection with the tax return filed by such party. Any refund received as a result of a party's tax return shall be the sole property of the party filing such tax return.

Other Provisions

6.4 Attorney is Not Tax Expert. The parties acknowledge that any attorney involved with this Agreement does not claim to be an expert in tax matters. Each party states that he or she has consulted or has had the opportunity to consult with a tax professional to fully evaluate the tax implications and consequences of this Agreement.

6.5 Request for Information and Cooperation. It is agreed that each party shall provide any information reasonably necessary to prepare federal income tax returns, within thirty (30) days of receipt of a written request for the same. Each party shall reasonably cooperate with the other in the preparation of income tax returns as set forth hereinabove. Within ten days of receipt of written notice from the other party, each party will allow the other party access to these records in their possession, control, or custody in order to respond to an IRS examination or request for information. Purposes for which access to such records will be granted includes, but is not limited to, the determination of acquisition dates or tax basis, and such access shall include the right to copy the records.

6.6 Preservation of Information. Each party shall preserve for a period of seven years from the date of the filing of the applicable tax return, all financial records relating to the marital property that are in their possession, control or custody.

6.7 No Waiver of "Innocent Spouse". The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that a party has under the "Innocent Spouse" provisions of the Internal Revenue Code.

ARTICLE VII COURT COSTS AND ATTORNEY'S FEES

7.1 Any costs of court, including the filing fee for the petition for dissolution, will be borne by the party incurring the same.

7.2 Each party will be responsible for his or her own attorney's fees incurred herein.

**ARTICLE VIII
GENERAL PROVISIONS**

8.1 Resolution of Future Disputes. In the event of any disagreement regarding the provisions contained in this marital settlement agreement, the parties shall first confer and exercise reasonable efforts to resolve such a dispute. Except in an emergency, before a party files legal action regarding an issue of any such dispute or regarding modification of any terms and conditions of this Agreement, that party shall make a good faith attempt to submit the dispute or controversy to mediation.

8.2 Reconciliation. In the event of a reconciliation or resumption of marital relations, this Agreement or its provisions shall not be abrogated in any way without further written agreement of the parties.

8.3 No Oral Agreements. The parties agree that this Agreement constitutes the entire agreement of the parties, that this Agreement supersedes any prior understandings or agreements between them, and that there are no representations, warranties, or oral agreements other than those expressly set forth herein.

8.4 No Waiver of Breach. The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

8.5 Severability. This Agreement is severable, and if any term or provision is determined to be unenforceable, this shall not render the remainder of the Agreement unenforceable.

8.6 In the event of the failure or refusal of either party to assign, convey or transfer the property herein ordered to be assigned, conveyed or transferred, within ten (10) days from the date of the entry of this Consent Final Judgment in this case, then, in such event, pursuant to Florida Statute 61.075(4) this Consent Final Judgment shall act and stand as and for an instrument of conveyance regarding such items according to the terms herein, provided that the provisions of this paragraph shall in no way be construed to deprive either party hereto of any right or remedy he or she may have under the laws to enforce the execution and delivery of such conveyance.

8.7 Other Acts. Each party agrees to timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Agreement.

8.8 Survival of Agreement; No Merger. This Agreement may be offered into evidence by either party in an action for dissolution of marriage and may be incorporated by reference in a final judgment entered therein. Notwithstanding incorporation, this Agreement shall not be merged in such judgment but shall survive the judgment and be binding on the parties.

8.9 Remedies for Enforcement. The terms and provisions of this Agreement are enforceable in contract, in addition to any remedies for enforcement that may also be available under any final judgment of dissolution of marriage entered between the parties.

8.10 One thousand and 00/100 Dollars (\$1,000.00) of the Marital Assets are mutually intended, divided, and accepted as separate and specific consideration for the following:

- a. Confidentiality. The Parties agree and consent that the terms of this Agreement shall remain confidential and not available to the general public or any third party due to the sensitive financial, health and other information set forth herein. Specifically, the parties and the parties' attorneys agree to strict confidentiality regarding the: (1) Marital Settlement Agreement and all of its terms, (2) settlement amount, any prior offers, and negotiations leading up to this Marital Settlement Agreement and any related Agreements including, but not limited to, the Parenting Plan (3) and/or (4) facts giving rise to this Agreement ("Confidential Information") that are protected by HIPPA and/or any other confidentiality law applicable to medical records and disclosures or facts under Florida and Federal Law, any material contained in any pleadings filed by either party alleging improper conduct on the part of Respondent or Petitioner, and/or any facts and allegations against Respondent or Petitioner that purportedly gave rise to the Agreement and/or disagreement between the parties that forms the basis for the proceedings herein, and financial information contained within this Agreement. The Parties shall not, unless required by law, disclose any Confidential Information to anyone but the parties' respective attorney and tax advisors, provided they first agree to the terms of this section. The disclosing party shall notify the opposing party and her/his attorney by email at least ten (10) business days prior to disclosure of Confidential Information, for the purpose of enabling the corresponding party to take action to limit or prevent the disclosure of Confidential Information as deemed necessary. By execution of this Release, the parties direct their respective attorney to adhere to the terms of this section, which is independent of all other sections of this Release. All other provisions of this Release shall remain in full force and effect, notwithstanding any breach of this section.

Petitioner has previously disclosed information that may or may not be considered Confidential Information to Marc Levine and members of his firm who are not counsel of record for this proceeding, and hereby directs said persons to adhere to the terms of this Section. Petitioner further warrants that he has not revealed Confidential Information to any other non-parties. Respondent also represents that she has not disclosed Confidential Information as it applies to Petitioner and agrees not to disclose any Confidential Information as it applies to Petitioner in the future. Petitioner and Respondent reserve and preserve all rights related to such disclosures. Nothing in this Release is intended to or does restrict or limit cooperation with or provision of information to any federal, state or local government agency. Any violation of this section shall be a material breach of the Release.

- b. Non-Disparagement. The parties agree that they will not take any action or make any statements, verbal, electronic, or written, to any third-party that disparage or defame the other party with regard to the Agreement and underlying facts or allegations, or any statements that could prove harmful in a professional capacity or otherwise. By execution of this Release, the parties also direct their respective attorneys to adhere to terms as stated

in this Non-Disparagement Provision specifically as well. Nothing in this clause restricts the parties' attorney's ability to exercise their independent professional judgement in any future claims that may be brought against the party for unrelated issues. Any future claims or complaints brought against the parties arising out of an unrelated incident shall not be seen as a violation of this Non-Disparagement Clause, except however, that this Non-Disparagement Clause shall continue to govern and apply to the Agreement and claim that is the subject of this Release.

8.12 Withdrawal and Seal of Amended Pleadings. Petitioner understands and agrees that the allegations made in the Motion for Leave to Amend and Motion for Temporary Relief are sensitive and confidential. Accordingly, Petitioner shall withdraw his Motion for Leave to Amend and Motion for Temporary Relief within seven (7) days of the execution of this Agreement. Upon mutual execution of this Agreement, Petitioner and his attorney shall work together to remove or seal all public viewing of the pleadings referenced in Section 8.12 to the extent that the Court will allow. Failure to duly comply with this provision shall constitute a material breach of the Agreement and Respondent reserves all rights in the event of such a breach.

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CONSENT

The parties, by their signatures below, agree to the terms and conditions of this Marital Settlement Agreement. Each party has reviewed this Marital Settlement Agreement, was given due time for consideration thereof and to consult with their attorney and upon signing, intends to fully be bound thereby. Each party has agreed to resolve this matter as set forth on these terms and conditions, with full understanding thereof.

We, JUSTIN LUNA and VICTORIA LUNA, certify that we have been open and honest in entering into this Marital Settlement Agreement. We are satisfied with this Marital Settlement Agreement including Parenting Plan and intend to be bound by it.

Dated: _____

Dated: 3/21/23

Justin Luna - Husband

Victoria Luna
Victoria Luna - Wife

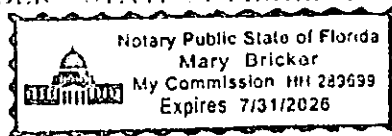
Jean Moses, Esquire
Florida Bar No.: 88753
Attorney for Husband, Justin Luna

Anne Marie Ciennusa, Esquire
Florida Bar No.: 189596
Attorney for Wife, Victoria Luna

STATE OF FLORIDA
COUNTY OF _____

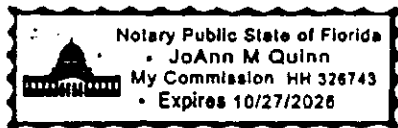
Sworn to or affirmed and subscribed before me on _____ by Justin Luna who is personally known or who produced _____ as identification.

NOTARY PUBLIC - STATE OF FLORIDA
STAMP:



STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to or affirmed and subscribed before me on 3/21/2023 by Victoria Luna who is personally known or who produced _____ as identification.



[Signature]
NOTARY PUBLIC - STATE OF FLORIDA
STAMP:

**EXHIBIT A
PROPERTY OF PETITIONER**

Petitioner shall receive exclusive ownership in the following assets and items as reflected on the equitable distribution worksheet attached hereto, and Respondent waives and releases any and all claim or interest in such assets and items:

- (a) All sums of cash in the possession of Petitioner or subject to his sole control.
- (b) All clothing, jewelry and personal effects in the possession of Petitioner or subject to his sole control.
- (c) Except as provided elsewhere, all funds in accounts or otherwise on deposit, including any accrued interest, in banks or any other financial institutions, which are in Petitioner's sole name or from which Petitioner has the sole right to withdraw funds or which are subject to Petitioner's sole control.
- (d) Except as provided elsewhere, all stocks, bonds, mutual funds, and securities in Petitioner's sole name, together with any dividends, splits, and other rights and privileges in connection therewith.
- (e) Joint Capital One acct no. 4197 (one half, Wife to receive remaining half)
- (f) Joint Capital One acct no. 4992 (one half, Wife to receive remaining half)
- (g) Joint Capital One acct no. 7052 (remaining funds, approximately \$11,700.00 shall be used towards the minor child's tuition)
- (h) Husband's Capital One acct. no. 0701
- (i) Husband's Capital One acct. no. 0596 (except all sums due and owing under the equalizing section in Section 4.6)
- (j) Any business interest in Latham, Luna, Eden and Beaudine, L.L.P.
- (k) Husband's 2021 Ford Bronco.

EXHIBIT B
PROPERTY OF RESPONDENT

Respondent shall receive exclusive ownership in the following assets and items as reflected on the equitable distribution worksheet attached hereto, and Petitioner waives and releases any and all claim or interest in such assets and items:

- (a) All sums of cash in the possession of Respondent or subject to her sole control.
- (b) All clothing, jewelry and personal effects in the possession of Respondent or subject to her sole control.
- (c) Except as otherwise stated herein, all funds in accounts or otherwise on deposit, including any accrued interest, in banks or any other financial institutions, which are in Respondent's sole name or from which Respondent has the sole right to withdraw funds or which are subject to Respondent's sole control.
- (d) All stocks, bonds, mutual funds, and securities in Respondent's sole name, together with any dividends, splits, and other rights and privileges in connection therewith.
- (e) Wife's 2017 Volvo

EXHIBIT C
LIABILITIES AND OBLIGATIONS OF PETITIONER

Petitioner shall pay the debts, liabilities and obligations listed below, and shall indemnify and hold Respondent and her property harmless from any failure to pay the same:

- (a) Husband's American Express acct no. 32007 (his card only)

EXHIBIT D
LIABILITIES AND OBLIGATIONS OF RESPONDENT

Respondent shall pay the debts, liabilities and obligations listed below, and shall indemnify and hold Petitioner and his property harmless from any failure to pay the same:

- (a) Wife's American Express acct no. 33013 which Wife represents is closed
- (b) Wife's American Express acct no 5007
- (c) Wife's current lease obligation, including ongoing rent, past rent, and any penalties or fees that may be assessed in the event of early termination

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

Case No.: 2022-DR-9282-O
Division: 29

IN RE THE MARRIAGE OF:

JUSTIN MICHAEL LUNA,
Petitioner/Father,

and

VICTORIA LUNA,
Respondent/Mother.

_____ /

PARENTING PLAN

This Parenting Plan is made in connection with an action for dissolution between Justin Michael Luna, referred to as "Petitioner" and "Father" herein, and Victoria Luna, referred to as "Respondent" and "Mother" herein, who agree as follows:

WHEREAS, the following child involved in this action has been born to or adopted by Mother and Father:

Name	Date of Birth
Charlotte Luna	December 12, 2012

WHEREAS, no other children were adopted, and none are expected;

WHEREAS, the parents wish to enter into an agreement concerning the issues arising out of the action for dissolution;

WHEREAS, the parents agree that the provisions contained in this agreement, including the time-sharing schedule set forth below, constitute a "parenting plan" (the "Parenting Plan") as provided by Chapter 61 of the Florida Statutes and is intended to govern the relationship between the parents relating to the decisions to be made regarding the child;

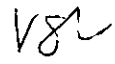
WHEREAS, this Parenting Plan is intended to be introduced into evidence in said litigation involving the child, and shall be incorporated in a judgment entered therein;

WHEREAS, each party has read this Parenting Plan and understands its terms and consequences, and each party believes that this Parenting Plan is fair, just, reasonable, and, above all, in the best interest of the child;



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WHEREAS, each party has assented to this Parenting Plan freely and voluntarily, without coercion or duress;

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the parents have agreed and do hereby agree as follows:

**ARTICLE I
JURISDICTIONAL ISSUES**

1.1 The Ninth Judicial Circuit in Orange County, Florida has continuing jurisdiction over the child pursuant to the applicable Florida Statutes and the Uniform Child Custody Jurisdiction and Enforcement Act.

1.2 Florida is the home state and the state of habitual residence of the child. Accordingly, Florida is the sole jurisdictional state to determine child custody, parental responsibility, time-sharing, rights of custody, and rights of access concerning the child under the Parental Kidnapping Prevention Act (PKPA), under the International Child Abduction Remedies Act (ICARA), and under the Convention on the Civil Aspects of International Child Abduction enacted at The Hague on October 25, 1980.

**ARTICLE II
PARENTAL RESPONSIBILITY**


2.1 Each party recognizes the deep love, devotion, and dedication of the other to the child. Each party also recognizes that the other has a right and responsibility to participate in major matters relating to the education, health, welfare, and upbringing of the child. The parents agree to use their best efforts to cooperate in such matters, and that any rights, duties or responsibilities set forth herein shall not be exercised to frustrate or control the other parent.

2.2 Shared Parental Responsibility. The parties shall have shared parental responsibility and shall retain full parental rights and responsibilities with respect to the child.

2.3 Parents to Confer. It is in the best interests of the child that the parents confer and jointly make all major decisions affecting the welfare of the child. Major decisions include, but are not limited to, decisions about the child's education, healthcare, and other responsibilities unique to this family.

2.4 Free Access. The parents shall use all reasonable efforts to maintain free access and create a feeling of affection between themselves and between the child. Neither shall do anything to hamper the natural development of the child's love and respect for the other party.


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2.5 Information Sharing. Unless otherwise indicated or ordered by the Court:

(a) Both parents shall have access to medical and school records pertaining to the child and shall be permitted to independently consult with any and all professionals involved with the child. The parents shall cooperate with each other in sharing information related to the health, education, and welfare of the child and they shall sign any necessary documentation ensuring that both parents have access to said records.

(b) Each parent shall be responsible for obtaining records and reports directly from the school and health care providers.

(c) Both parents have equal rights to inspect and receive governmental agency and law enforcement records concerning the child.

(d) Both parents shall have equal and independent authority to confer with the child's school, day care, health care providers, and other programs with regard to the child's educational, emotional, and social progress.

(e) Both parents shall be listed as "emergency contacts" for the child.

2.6 Notification of Medical Emergency. Each party shall inform the other party within twenty-four hours of any illness, accident, or medical condition of the child that involves surgical intervention or hospitalization. Each parent may have reasonable and immediate access to such child in such an event, regardless of parental responsibility or terms of any time-sharing schedule.


2.7 Day-to-Day Decisions. Each parent shall make decisions regarding day-to-day care and control of each child while the child is with that parent. Regardless of the allocation of decision making in the parenting plan, either parent may make emergency decisions affecting the health or safety of the child when the child is residing with that parent. A parent who makes an emergency decision shall share the decision with the other parent as soon as reasonably possible.


2.8 Special Events. Both parents shall be entitled to participate with and attend special events and activities in which the child may be engaged, such as religious activities, school programs, sports events, and other extra-curricular school activities and programs and important social events in which the child may be engaged or involved.

2.9 Extra-curricular Activities. The parents agree to the following with regard to extra-curricular activities:

(a) Either parent may register the child and allow them to participate in the activity of the child's choice.

(b) The parents must mutually agree to all extra-curricular activities and neither parent shall unreasonably withhold their consent.


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(c) The parent with the minor child shall transport the minor child to and/or from all mutually agreed upon extra-curricular activities, furnishing all previously purchased uniforms and equipment within the parent's possession.

(d) Father shall pay of all mutually agreed to extracurricular activities , camps, school related expenses (including uniforms, academics, and expenses not covered by tuition), except Mother shall pay 100% of any and all Orlando Ballet School fees, tuition and costs.

ARTICLE III TIME-SHARING SCHEDULE

3.1 By Mutual Agreement. The parents agree that it is in the best interest of the child for each of them to have frequent and continuing contact with the child, and the parents shall spend time with the child at times they have mutually agreed to in advance. The parents shall use all efforts to communicate and cooperate with respect to the time-sharing schedule, understanding that there may be occasions when adherence to the schedule is impractical which requires the parents to make good faith adjustments. The parents understand that they are free to vary the times or days stated in the time-sharing schedule if they both agree. In the absence of mutual agreement, the parents shall share time with the child as provided by the time-sharing schedule set forth in this Article.

3.2 School Calendar. If necessary, on or before August 1 of each year, both parents should obtain a copy of the school calendar for the next school year. The parents shall discuss the calendars and the time-sharing schedule so that any differences or questions can be resolved.

3.3 Request for Schedule Change. A parent making a request for a schedule change will make the request as soon as possible.

3.4 Additional Costs. A parent requesting a change of schedule shall be responsible for any additional childcare, or transportation costs caused by the change.


3.5 Regular Time-Sharing


(a) The parties agree to a follow an equal timeshare schedule as follows:

Petitioner shall overnight timesharing with the minor child every Wednesday and Thursday overnight, in addition to every other weekend as defined by after school on Friday to return to school on Monday morning.

Respondent shall overnight timesharing with the minor child every Monday and Tuesday overnight, in addition to every other weekend as defined by after school on Friday to return to school on Monday morning.

(b) Parents also retain the right to change or modify the timeshare schedule as needed, providing both parents agree.


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- (c) In the event either party takes the child out of the State of Florida or out of the country during his/her time sharing, that party will timely return the child to the State of Florida at the conclusion of his/her time-sharing period. 15 days prior to out of state vacation or 30 days prior to out of the country vacation, a complete itinerary shall be given to the other party as to the dates and times of the location of the minor child, together with contact information such as addresses and phone numbers. The responding parent has the right to approve or deny the travel but shall not unreasonably refuse the travel plans of the other parent.

3.6 Holiday Timesharing. The parties are free to agree in writing to a holiday time-sharing schedule that best suits the needs of the child; however, absent an agreement the parties shall follow the Holiday Time-Sharing schedule attached hereto as Exhibit "A".

3.7 Trading Holidays. The parents may trade holidays for a given year based upon mutual written agreement. This shall not affect holidays for subsequent years.

3.8 General Terms and Conditions. Except as otherwise explicitly provided in this time-sharing schedule, the terms and conditions of time-sharing that apply regardless of the distance between the residence of a parent and the child are as follows:

(a) Transportation. The parent beginning his or her time-sharing shall provide transportation for the child.

(b) Exchange. Both parents shall have the child ready on time with sufficient clothing packed and ready at the agreed upon time of exchange. If a parent is more than 30 minutes late without contacting the other parent to make other arrangements, the parent with the child may proceed with other plans and activities.

(c) Location. Exchanges shall be at school or Mother's and Father's homes when school is not in session unless both parents agree to a different meeting place.

(d) Designation of Competent Adult. Each parent may designate any competent adult to pick up and return the child, as applicable. A parent or a designated competent adult must be present when the child is picked up or returned.

(e) Personal Effects. Each parent shall return the child with the personal effects that the child brought at the beginning of the period of time-sharing.

(f) Notice to School and Other Parent. If a parent's period of time-sharing with the child ends at the time school resumes and for any reason the child is not or will not be returned to school, such parent shall immediately notify the school and the other parent that the child will not be or has not been returned to school.

(g) Activities. Each party shall ensure that the child will attend regularly

scheduled activities during the periods of time the child spends with him or her.

**ARTICLE IV
OTHER PROVISIONS RELATING TO THE CHILD**

4.1 Communication Between Parents. All communications regarding the child shall be between the parents. The parents shall not use the child as a messenger to convey information, ask questions, or set up schedule changes.

4.2 Communication Between Parent and Child.

(a) Both parents shall keep contact information current. Telephone or other electronic communication between the child and the other parent shall not be monitored by or interrupted by the other parent. "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.

(b) The child may have text, telephone and e-mail communication with the other parent anytime. The parents shall not cut off this access to the other parent as a form of discipline.

4.3 Costs of Electronic Communication. Each party shall be responsible for the cost of the party's own electronic communication with the other party or with the child.

4.4 Informed Whereabouts. Each parent shall keep the other parent informed regarding the whereabouts of the minor child, including with respect to overnight visits with relatives or friends. If a child will spend one or more overnights outside of the residence of the parent, that parent will provide to the other parent, upon request, the addresses, telephone numbers of each location, the length of the stay, and the name of all persons who may provide care for the child during the stay, the departure time and date, and the time and date of the child's return or arrival.

4.5 No Activity that Endangers Child. The parents shall refrain from engaging in any activity which may endanger the health, safety or morals of the child. Both parents agree that they will not consume alcohol or any illegal, unprescribed substances during his or her timeshare.

4.6 School Designation. The parties agree that so long as both parents agree under the principles of shared parenting, the minor child shall attend Lake Highland Preparatory School. In the event the child no longer attends Lake Highland Preparatory, and the parents are unable to agree on which school the minor child attends, either parent may file a Motion to Determine School Designation.

4.7 Designation for Other Legal Purposes. The child named in this Parenting Plan is scheduled to reside equally with both parents. This majority designation is SOLELY for purposes of all other state and federal laws which require such a designation. This designation does not affect either parent's rights and responsibilities under this Parenting Plan.

4.8 Relocation of Child. It is acknowledged that in the event that a parent seeks to relocate the principal residence of the child subject to this agreement more than 50 miles away from the current residence as provided by Section 61.13001 of the Florida Statutes, such parent shall comply with the provisions of Section 61.13001 by either (a) obtaining written agreement in accordance with 61.13001(2) of the Florida Statutes from the other parent, and any other person entitled to time-sharing, or (b) serving a Petition to Relocate signed under oath or affirmation under penalty of perjury in accordance with Section 61.13001(3) of the Florida Statutes, giving the other parent, and any other person entitled to time-sharing, 20 days to object to the relocation and to request a determination by the Court.

IF A PARENT ATTEMPTS TO RELOCATE THE PRINCIPAL RESIDENCE OF THE CHILD AND FAILS TO COMPLY WITH SECTION 61.13001(3) OF THE FLORIDA STATUTES REGARDING THE PETITION TO RELOCATE, SUCH PARENT MAY BE SUBJECT TO CONTEMPT AND OTHER PROCEEDINGS TO COMPEL THE RETURN OF THE CHILD, AND SUCH NON-COMPLIANCE MAY BE TAKEN INTO ACCOUNT BY THE COURT IN A SUBSEQUENT DETERMINATION OR MODIFICATION OF THE PARENTING PLAN, ACCESS, OR THE TIME-SHARING SCHEDULE.

4.9 Notice of Parent's Relocation or Change of Residence. Either parent must give prior written notice at least twenty (20) days before the day that he or she is to relocate or change residence (regardless of whether the residence of the child will change). Such notice must be made to the other parent by certified mail, return receipt requested, and must include the new address.

4.10 No Disparagement of Other Parent. No parent shall make disparaging comments about the other parent to the child or while in the presence of the child, nor allow any other person to do so.


ARTICLE V CHILD SUPPORT AND INSURANCE

Statement of the Parties Relative to Child Support

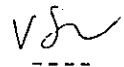
5.1 The parties agree that the amounts in the Child Support Guidelines Worksheet attached hereto are correct and should be incorporated into the judgment of the Court as findings of fact.

Child Support

5.2 The parties agree that in lieu of paying child support directly to the Mother, the Father shall pay the minor child's tuition at Lake Highland Preparatory, so long as the parties remain in agreement that the minor child attend Lake Highland Preparatory or another suitable alternative. The Father will also pay all related expenses, fees and costs and all other costs delineated in this agreement. An increase or decrease in tuition shall not constitute a basis to modify child support. Father agrees to be solely responsible for any increases in tuition at Lake


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Highland Preparatory. In the event the Father no longer incurs the cost of private school tuition, the parties agree to address monthly child support at that time.

Health, Dental, Vision and Other Insurance

5.3 Father agrees to cover the expense for all forms insurance relating to child. This includes, but is not limited to, health insurance, dental insurance, vision insurance, and other mutually agreed upon insurance when and if the needs arise.

Noncovered Health Care Expenses

5.4 "Noncovered Health Care Expenses" means all ordinary, reasonable and necessary expenses not covered by insurance and incurred for medical, health, dental, psychological or psychiatric care on behalf of the child who is the subject of this Judgment, including but not limited to hospitalization, prescriptions, physicians, dentists, orthodontics (including braces), contact lenses and eyeglasses, examinations, and insurance copayments, and which are incurred while either party has a legal duty to support such child.

5.5 Noncovered Health Care Expenses shall be divided by the parties as follows: Father shall pay ninety percent (90%), and Mother shall pay ten percent (10%). A party who pays for a Noncovered Health Care Expense or receives notice of the same shall submit to the other party proof of payment or such notice within thirty (30) days of payment or receipt of notice. Within thirty (30) days after the other party receives such notification, the other party shall reimburse the paying party or pay the billing party directly for his or her share of the expense, as applicable.

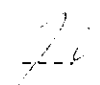
**ARTICLE VI
MISCELLANEOUS PROVISIONS**

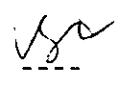
6.1 Dependency Exemption. Father may claim the dependency exemption as long as he acts in accordance with this Agreement.

6.2 Resolution of Future Disputes. In the event of any disagreement regarding an issue between the parties, the parties shall first confer and exercise reasonable efforts to resolve such a dispute. Except in an emergency, before a party files legal action regarding an issue of any such dispute or regarding modification of any terms and conditions of this Parenting Plan, that party shall make a good faith attempt to submit the dispute or controversy to mediation. The cost of mediation shall be shared equally by the parties. If the other parent does not timely cooperate in the scheduling of mediation, this does not preclude the other parent from seeking court intervention.

6.3 No Waiver of Breach. The failure of a party to insist on strict performance of any provision of this Parenting Plan shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

6.4 Severability. This Parenting Plan is severable, and if any term or provision is


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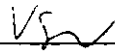
determined to be unenforceable, this shall not render the remainder of the Parenting Plan unenforceable.

6.5 Other Acts. Each party agrees to timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Parenting Plan.

6.6 Remedies for Enforcement. The terms and provisions of this Parenting Plan are enforceable in contract, in addition to any remedies for enforcement that may also be available at law to enforce any judgment that incorporates the Parenting Plan.

I, Victoria Luna, certify that I have been open and honest in entering into this Parenting Plan. I am satisfied with this Parenting Plan and intend to be bound by it.


Date: 3/21, 2023.




Victoria Luna, Mother


I, Justin Michael Luna, certify that I have been open and honest in entering into this Parenting Plan. I am satisfied with this Parenting Plan and intend to be bound by it.

Date: March 21, 2023.



Justin Michael Luna, Father


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EXHIBIT "A"
HOLIDAY TIME-SHARING SCHEDULE

- A. **Thanksgiving**: The Thanksgiving Holiday will be alternated each year with the Father exercising time-sharing in even-numbered years and the Mother exercising time-sharing in odd-numbered years. The Thanksgiving Holiday weekend commences on Wednesday morning (assuming there is no school) at 9:00 a.m. until the children are taken to school/daycare on Monday morning.
- B. **Christmas Holiday**: Christmas will be evenly divided every year, so that each parent has one-half of the entire Christmas Holiday period. In even-numbered years, the mother will have the children from the time school lets out until 1:00 p.m. on Christmas Day. In odd-numbered years, the father will have the children during that same period of time. In even-numbered years, the father will have the children beginning at 1:00 p.m. on Christmas Day, for a number of days equal to one-half of the total school holiday period. In odd numbered years, the mother will have the children during that same period of time.
- C. **Child's Birthday**: Birthdays of the child(ren) in even-numbered years, from after school/work or 9:00 a.m. (if school is not in session) on the birthday until return to school the following morning or 9:00 a.m. (if school is not in session).
- D. **Mother's Day/Father's Day**: The child(ren) shall be with the mother on Mother's Day weekend and with the father on Father's Day weekend, and with the other parent the following weekend.
- E. **Parent's Birthday**: In the event a parent's birthday falls on a day that he/she does not have parental responsibility of the children, the children will spend the father's birthday with the father and the mother's birthday with the mother, commencing after school, or at 9:00 a.m. on a non-school day, until 8:00 p.m. that same day.
- F. **Spring Break**: In odd-numbered years, the children will spend Spring Break with the father. The children will spend Spring Break with the mother in even-numbered years.
- G. If the children are of school age, and the children are off from school on a Friday or Monday during the school year, then the parent who has the children that weekend is entitled to also have the children that Friday or Monday for purposes of a 3-day weekend.

CHILD SUPPORT GUIDELINES WORKSHEET

	A. PETITIONER	B. RESPONDENT	TOTAL
<p>1. Present Net Monthly Income Enter the amount from line number 27, Section I of Florida Family Law Rules of Procedure Form 12.902(b) or (c), Financial Affidavit.</p>	\$62,744.74	\$10,356.00	\$73,100.74
<p>2. Basic Monthly Obligation There is <u>1</u> minor child common to the parties. Using the total amount from line 1, enter the appropriate amount from the child support guidelines chart.</p>			\$4,592.04
<p>3. Percent of Financial Responsibility Divide the amount on line 1A by the total amount on line 1 to get Petitioner's percentage financial responsibility. Enter answer on line 3A. Divide the amount on line 1B by the total amount on line 1 to get Respondent's percentage financial responsibility. Enter answer on line 3B.</p>	85.83 %	14.17 %	
<p>4. Share of Basic Monthly Obligation Multiply the number on line 2 by the percentage on line 3A to get Petitioner's share of basic obligation. Enter answer on line 4A. Multiply the number on line 2 by the percentage on line 3B to get Respondent's share of basic obligation. Enter answer on line 4B.</p>	\$3,941.49	\$650.55	
Additional Support — Health Insurance, Child Care & Other			
<p>5. a. 100% of Monthly Child Care Costs [Child care costs should not exceed the level required to provide quality care from a licensed source. See section 61.30(7), Fla. Stat. for more information.]</p>			

CHILD SUPPORT GUIDELINES WORKSHEET

	A. PETITIONER	B. RESPONDENT	TOTAL
b. Total Monthly Child(ren)'s Health Insurance Cost [This is only amounts actually paid for health insurance on the child(ren).]			\$200.00
c. Total Monthly Child(ren)'s Noncovered Medical, Dental and Prescription Medication Costs			
d. Total Monthly Child Care & Health Costs [Add lines 5a+5b+5c]			\$200.00
6. Additional Support Payments Multiply the number on line 5d by the percentage on line 3A to determine the Petitioner's share. Enter answer on line 6A. Multiply the number on line 5d by the percentage on line 3B to determine the Respondent's share. Enter answer on line 6B.	\$171.67	\$28.33	
Statutory Adjustments/Credits			
7.			
a. Monthly child care payments actually made			
b. Monthly health insurance payments actually made	\$200.00		
c. 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 § 61.30 (8), Florida Statutes]			
8. Total Support Payments actually made [Add 7a through 7c]	\$200.00		
9. MINIMUM CHILD SUPPORT OBLIGATION FOR EACH PARENT [Line 4 plus line 6; minus line 8]	\$3,913.16	\$678.88	
Substantial Time-Sharing (GROSS UP METHOD) If each parent exercises time-sharing at least 20 percent of the overnights in the year (73 overnights in the year), complete Nos. 10 through 21			

CHILD SUPPORT GUIDELINES WORKSHEET

	A. PETITIONER	B. RESPONDENT	TOTAL
10. Basic Monthly Obligation x 150% [Multiply line 2 by 1.5]			\$6,888.06
11. Increased Basic Obligation for each parent Multiply the number on line 10 by the percentage on line 3A to determine the Petitioner's share. Enter answer on line 11A. Multiply the number on line 10 by the percentage on line 3B to determine the Respondent's share. Enter answer on line 11B.	\$5,912.24	\$975.82	
12. Percentage of overnight stays with each parent The child(ren) spend(s) <u>182.5</u> overnight stays with the Petitioner each year. Using the number on the above line, multiply it by 100 and divide by 365. Enter this number on line 12A. The child(ren) spend(s) <u>182.5</u> overnight stays with the Respondent each year. Using the number on the above line, multiply it by 100 and divide by 365. Enter this number on line 12B.	50.00 %	50.00 %	
13. Parent's support multiplied by other Parent's percentage of overnights [Multiply line 11A by line 12B. Enter this number in 13A. Multiply line 11B by line 12A. Enter this number in 13B.]	\$2,956.12	\$487.91	
Additional Support — Health Insurance, Child Care & Other			
14. a. Total Monthly Child Care Costs [Child care costs should not exceed the level required to provide quality care from a licensed source. See section 61.30(7), Fla. Stat. for more information.]			

CHILD SUPPORT GUIDELINES WORKSHEET

	A. PETITIONER	B. RESPONDENT	TOTAL
b. Total Monthly Child(ren)'s Health Insurance Cost. [This is only amounts actually paid for health insurance on the child(ren).]			\$200.00
c. Total Monthly Child(ren)'s Noncovered Medical, Dental and Prescription Costs.			
d. Total Monthly Child Care & Health Costs [Add lines 14a+14b+14c]			\$200.00
15. Additional Support Payments Multiply the number on line 14d by the percentage on line 3A to determine the Petitioner's share. Enter answer on line 15A. Multiply the number on line 14d by the percentage on line 3B to determine the Respondent's share. Enter answer on line 15B.	\$171.67	\$28.33	
Statutory Adjustments/Credits			
16.			
a. Monthly child care payments actually made			
b. Monthly health insurance payments actually made	\$200.00		
c. 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 § 61.30 (8), Florida Statutes]			
17. Total Support Payments actually made [Add 16a through 16c]	\$200.00		
18. Total Additional Support Transfer Amount [Line 15 minus line 17; Enter any negative number as zero]	\$0.00	\$28.33	

CHILD SUPPORT GUIDELINES WORKSHEET

	A. PETITIONER	B. RESPONDENT	TOTAL
19. Total Child Support Owed from Petitioner to Respondent [Add line 13A+18A]	\$2,956.12		
20. Total Child Support Owed from Respondent to Petitioner [Add line 13B+18B]		\$516.24	
21. Actual Child Support to Be Paid. [Comparing lines 19 and 20, Subtract the smaller amount owed from the larger amount owed and enter the result in the column for the parent that owes the larger amount of support]	\$ 2,439.88	\$ _____	

ADJUSTMENTS TO GUIDELINES AMOUNT. If you or 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.

- 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.