

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
FAMILY LAW DIVISION

IN RE: THE MARRIAGE OF:

CHRISTOPHER PAUL SLADEK,
Petitioner/Husband,

CASE NO: 17-DR-005179

and

DIVISION: "T"

JESSICA ANN SLADEK,
Respondent/Wife.

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE came to be heard on June 21, 2017, upon the Petition for Dissolution of Marriage filed by the Husband. After taking testimony and other evidence in open court and reviewing the court file, the Court FINDS as follows:

1. This Court has jurisdiction of the parties and the subject matter herein.
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. 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.
4. 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. This Agreement, attached hereto as Exhibit "A," was entered into voluntarily by each party, and has been filed of record and introduced into evidence at the final hearing in this cause.
5. The Court finds that said Marital Settlement Agreement, 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 children. That parenting plan is in the best interests of the children.
6. The Court finds that this Court has continuing jurisdiction over the children pursuant to the applicable Florida Statutes and the Uniform Child Custody Jurisdiction and Enforcement Act.

7. The Court finds that Florida is the home state and the state of habitual residence of the children. Accordingly, Florida is the sole jurisdictional state to determine child custody, parental responsibility, time-sharing, rights of custody, and rights of access concerning the children 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.

8. 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 Christopher Paul Sladek (hereinafter referred to as "Husband" or as "Father") and Jessica Ann Sladek (hereinafter referred to as "Wife" or as "Mother") are hereby dissolved.

2. The Marital Settlement Agreement of the parties, attached hereto as Exhibit "A" and incorporated herein by reference for all purposes, is approved and expressly made a part of this Final Judgment of Dissolution of Marriage, and all of the 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 its 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. Commencing July 1, 2017, the Father shall pay as child support the sum of \$430.38 per month to the Mother, made in equal payments on the 1st and the 15th of each month (\$215.19 each payment). These payments shall be made directly to the Mother by electronic funds transfer, which the Parties have determined is in the best interests of the minor children. Should the Father make any payment more than fifteen (15) days after it is due, the Mother shall be entitled to entry of an ex parte income withholding order by affidavit. With the full execution of this Agreement, the Parties agree that Father owes for 2 months of child support arrearages in the total sum of \$860.76. Father shall pay this arrearage as an extra \$86.08/month until the amount is paid in full (approximately 10 months). Child support payments shall continue for the benefit of each minor child until the minor child has reached his/her 18th birthday or has graduated from high school provided there is a reasonable expectation of graduation prior to his/her 19th birthday, whichever occurs last; or until the minor child dies, marries, enters the military service or becomes otherwise emancipated. In the event the Father becomes more than thirty (30) days delinquent in his child support obligation, the Mother can, at her discretion, complete an affidavit of delinquency with the Clerk of Court and obtain an immediate Income Withholding Order for the Father's future child support obligation to be paid through the Central Governmental Depository.

4. Pursuant to the Marital Settlement Agreement, the Husband acquired a Thrift Savings Plan during the marriage which had an approximate balance of \$30,223.11 as of the filing of the Petition for Dissolution. As and for equitable distribution of the parties assets and debts (including Wife's 401(k)), the Wife shall receive \$11,874.33 from the Thrift Savings Plan account. The Wife shall receive her share via Qualified Domestic Relations Order (QDRO), if required. The parties shall divide the cost to have said QDRO drafted should the need an expert to draft said QDRO. The parties shall cooperate and provide any documents necessary in order to have said QDRO drafted expeditiously.

5. The Wife shall receive (50%) of the marital portion of Husband's disposable military retired pay the Husband would have received had the Husband become eligible to receive retired pay on March 30, 2017 with a rank of Staff Sergeant E6. The marital portion shall be defined at the portion of Husband's retirement that was acquired from the date of the marriage (February 15, 2005) until the date of the filing of the Petition for Dissolution of Marriage (March 30, 2017). Pursuant to the Servicemembers' Civil Relief Act (SCRA or SSCRA) and the United States Former Spouses' Protection Act (USFSPA), the parties were married for a period of ten or more years during which time the Petitioner/Husband performed at least ten years of service creditable for retirement eligibility purposes, which meet the 10/10 requirements. The Petitioner/Husband/Military Member, CHRISTOPHER SLADEK, is currently on active duty at the time of entry of this Final Judgment of Dissolution of Marriage and his rights under the Servicemembers' Civil Relief Act, 50 U.S.C. App. 501-548 and 560-591, have been observed and honored. The Court has jurisdiction over the Petitioner/Husband/Military Member by reason of his residence in the jurisdiction of the Court during the dissolution proceeding and his consent to the jurisdiction of the Court. The Wife shall receive her equitable distribution via Military Retired Pay Division Order to be entered contemporaneously with the Final Judgment of Dissolution of Marriage.

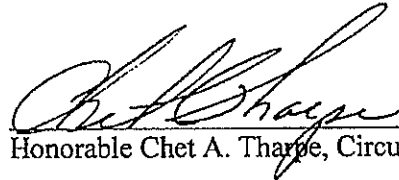
6. The Wife's former name of **JESSICA ANN SLATE** is hereby RESTORED.

7. Each party shall (a) provide to the other party any necessary information or to executed 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 required by the other party to effectuate the provisions of this Final Judgment or the Marital Settlement Agreement.

8. 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.

9. 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 Chambers at Plant City, Hillsborough County, Florida, on the ~~21st~~ day of June, 2017.



Honorable Chet A. Tharpe, Circuit Judge

Copies to:
Christopher Paul Sladek
Jessica Ann Sladek
Ginger L. Dugan, Esquire
Natalie Oven, Esquire

Filing # 58035014 E-Filed 06/21/2017 08:41:55 AM

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT,
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
FAMILY LAW DIVISION

IN RE THE MARRIAGE OF:
CHRISTOPHER PAUL SLADEK,
Petitioner/Husband,

Case No.: 17-DR-005179
Division: I

and

JESSICA ANN SLADEK,
Respondent/Wife.

MEDIATED MARITAL SETTLEMENT AGREEMENT
AND PARENTING PLAN

THIS AGREEMENT is made in Hillsborough County, Florida, between JESSICA ANN SLADEK, hereinafter referred to as the "Wife" or "Mother", and CHRISTOPHER PAUL SLADEK, hereinafter referred to as the "Husband" or "Father", and collectively referred to as the "Parties."

W-I-T-N-E-S-S-E-T-H:

WHEREAS the Parties were married to each other on February 15, 2005 and have effectively separated;

WHEREAS, there were two (2) children born of the union, to wit: C.H.S. born 2009 and J.G.S. born in 2014. No other children are in the process of being adopted, and no children are expected;

WHEREAS, the Parties of said cause, being desirous of avoiding lengthy and extensive litigation insofar as the same relates to the matters at issue, have entered into this Mediated Marital Settlement Agreement and Parenting Plan;

WHEREAS the Parties acknowledge that irreconcilable differences exist;

WHEREAS in view of the Parties' intentions to continue to live separate and apart, they desire to settle their respective marital property rights and obligations, both real and personal, that each may have by virtue of their marriage or otherwise;

Husband CPS Wife JS

Exhibit "A"

WHEREAS each of the Parties believes the terms herein to be fair, just and reasonable, and each has assented freely and voluntarily to the terms contained herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants, promises and undertakings herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged between the Parties, and said Parties have agreed and do hereby agree as follows:

A. **JURISDICTION:** The United States is the country of habitual residence of the children. The State of Florida is the children's home state for the 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 Child Abduction Remedies Act, 42 U.S.C. ss 11601 et seq., the Parental Kidnapping Prevention Act, and the Convention on the Civil Aspects of International Child Abduction enacted at the Hague on October 25, 1980, and for all other state and federal laws.

B. **SHARED PARENTAL RESPONSIBILITY:** The Parties agree that it is in the best interests of the children that the parents confer and jointly make all major decisions affecting the welfare of the children. Major decisions include, but are not limited to, decisions about the children's education, healthcare and other responsibilities unique to this family. As such, the Parties shall have shared parental responsibility of their minor children, and attempt to isolate their prior conflicts from their roles as parents. The Parties shall have frequent and liberal timesharing at a minimum pursuant to the following terms and conditions:

(1) **Involvement:** The Parties agree to shared parenting and to continue to have a full and active role in providing a sound moral, social, economic and educational environment for the minor children. The Parties agree not to frustrate, deny or control, in any manner, the social development of the other parent with the minor children. The Parties will exert their best efforts to work cooperatively in future plans consistent with the best interests of the minor children and in amicably resolving such disputes as may arise. The physical place and schedule of the minor children shall be in accordance with those guidelines set forth below, and the Parties agree to assure each other that the minor children will have frequent and continuing contact with each of the Parties. Furthermore, the Parties may alter the timesharing/holiday schedule as mutually agreed.

(2) **Timesharing:** The parties shall exercise weekly timesharing with the children in accordance with the following schedule, which provides that the children will

Husband CB Wife JS

spend approximately 57% of the overnights with Mother and 43% of the overnights with Father.

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Week 1	Mother	Mother	Father	Father	Mother	Mother	Mother
Week 2	Mother	Mother	Father	Father	Father	Father	Mother
Week 3	Mother	Mother	Father	Father	Mother	Mother	Mother
Week 4	Mother	Mother	Father	Father	Father	Father	Mother

- (a) Spring Break: In even-numbered years, the Father shall have timesharing with the minor children for the entire Spring break holiday, from the date school is let out for the Spring break holiday, returning the children to school. In odd-numbered years, this schedule shall reverse with the Mother enjoying identical timesharing.
- (b) Memorial Day: Every year Father shall have timesharing with the minor children for the Memorial Day weekend, from the date school is let out on Friday, returning the children to school on Tuesday.
- (c) Labor Day: Every year Mother shall have timesharing with the minor children for the Labor Day weekend, from the date school is let out on Friday, returning the children to school on Tuesday.
- (d) Thanksgiving Holiday: In even-numbered years, the Father shall have timesharing with the minor children from the date school lets out for the Thanksgiving holiday through the following Monday morning, returning the minor children to school. In odd-numbered years, this schedule shall reverse with the Mother having identical timesharing.
- (e) Winter Break: The parties shall be flexible and work with each other to allow each parent time with the children during the break. Specifically, Mother shall have the children from December 24 at 2 pm until December 25 at 2 pm and Father shall have the minor children from December 25 at 2 pm until December 26 at 2 pm. Otherwise, the parties will follow the regular schedule.
- (f) Summer Vacation: Each Party shall have the option of one (1) week of timesharing with the minor children each summer. The Parties agree to resolve the Summer time calendar on or before April 15th of every year. If either Party has not submitted summer dates by April 15th, the Party submitting dates by the deadline will receive the dates of his/her choice. If both Parties submit dates by April 15th, and the Parties are unable to agree upon dates for the summer vacation with the minor children because of a conflict in the dates, the Mother shall have priority to select her two-weeks in odd-numbered years, and the Father shall have priority to select his two-weeks in even-numbered years. In the event neither Party submits dates in a timely fashion, the Party submitting dates first shall prevail. For the remainder of the summer, the Parties shall adhere to the regular timesharing schedule as set forth herein.

- (g) Mother's Day: Every year, the Mother shall have timesharing with the minor children for Mother's day from Saturday at 6:00 p.m. until Monday morning.
 - (h) Father's Day: Every year, the Father shall have timesharing with the minor children for Father's day from Saturday at 6:00 p.m. until Monday morning.
 - (i) Independence Day: In odd years the Father shall have timesharing with the minor children for Independence Day from July 3rd at 6:00 p.m. until July 5th at 10:00 a.m. In even years this schedule shall reverse.
 - (j) Birthdays: Each Parent shall have time-sharing with the minor children on their birthdays, if it is not already their day, from 6:00 p.m. to 8:00 p.m.
 - (k) Holiday Timesharing Schedule: The Parties concur that this holiday/summer timesharing schedule shall take priority over regularly scheduled timesharing, and that they will alter the regular timesharing schedule after determining the holiday schedule for each year. Furthermore, the Parties shall then adjust the regular timesharing schedule so that each Party shall have frequent access to the minor child. This may include, but is not limited to dividing weekends and other mechanisms that the Parties mutually determine is in the best interests of the minor child, however, at a minimum, if due to a holiday, one Party will have timesharing two weekends in a row, the other Party will have timesharing on the third weekend and then timesharing will begin alternating again. Both Parties shall use and refer to written calendars for the child's schedules.
 - (l) Out-of-State Vacation Plans: If either Party decides to travel with the minor children out of the State of Florida, then that Party shall give the other Parent an itinerary, including but not limited to, contact addresses and telephone numbers at least 14 days prior to travel. The parties shall also be entitled to travel outside of the country, so long as the destination country participates in the Hague Convention. Both parties shall cooperate with obtaining passports for the minor children and said passports shall accompany the minor children for out of country travel plans. Neither party will fail to provide the passport to the other parent when requested.
 - (m) Transportation and Exchange: The Parent beginning their time-sharing shall be responsible for providing transportation for the minor children. Exchanges shall be at Mother and Father's homes unless both parents agree to a different meeting place.
- (3) Medical Emergencies: The parent in custody of the minor child at any particular time shall take the responsibility of meeting the medical and dental emergencies and, in an emergency, the permission of both Parents concerning medical services shall not be necessary. The Parties agree that if either of them has any knowledge of any illness or accident or any other circumstances seriously affecting any of the

minor child's health and general welfare, then said Party shall promptly notify the other of such circumstances, and the Party who is notified shall have immediate access to the minor child notwithstanding where the minor child may be.

- (5) Health Insurance Coverage for Minor Child: The Father shall carry the minor children on his health insurance plan through his employment so long as he remains eligible under the terms of such plan. The cost of said insurance is included in the attached Florida Child Support Guidelines calculation. The Father shall provide the Mother with insurance and prescription cards and health provider information immediately upon his receipt of same.
- (6) Medical Expenses: The Parties shall equally divide all reasonable medical, prescription, dental, orthodontic, psychological and optometry expenses incurred by and on behalf of the minor children not covered by insurance. The Party incurring the out-of-pocket expense shall provide receipts for the expenses to the other Party (in writing) on a monthly basis as a condition to reimbursement. The reimbursing Party shall pay their share of medical expenses within thirty (30) days of receiving a reimbursement request with accompanying itemization and/or receipts. If either Party foresees or contemplates any potential non-emergency out-of-pocket medical expenses over \$250, then they shall consult and obtain written or e-mail consent from the other before engaging the medical professional.
- (7) Medical Records: Each parent's name and address shall appear on the medical records of the minor child, and each Parent shall be entitled to complete detailed information from all pediatricians, physicians, dentists, consultants or specialists attending the minor child for any reason whatsoever, and shall be furnished with copies of any information given to one or the other Parent within seven (7) days of receipt.
- (8) School Records: The name of both Parties shall be given for school records. Each Party shall be entitled to complete and detailed information from all teachers, schools, summer camps or other institutions which the minor child may attend or become associated in any way and each shall be entitled to communicate with them. Both parents have the right in obtaining information regarding the child from the child's school.
- (9) Participation in/Payment for Minor Child's Activities: Each Party shall notify the other Party of all special activities in which the minor children may be engaged, including but not limited to, religious activities, school programs and sports events, and each Parent shall timely provide to the other copies of all notices or oral announcements concerning special activities in which the minor children may be engaged. Both Parties shall be entitled to participate with and attend such extra-curricular activities and programs. The parent enrolling the children in an extra-curricular activity shall pay for said cost.
- (10) Designation of "Mother" and "Father": At no time shall either Party encourage the minor child to refer to anyone other than the Parties herein as "Mom", "Mommy" or "Mother" and/or "Dad", "Daddy" or "Father".

- (11) Obligations of Both Parents: Both Parents agree that they each have the following obligations with respect to their child:
- (a) Positive Relationship: Each Party shall make diligent efforts to maintain full access to foster and encourage a positive relationship between the minor children and the other Parent. Each Party has an obligation to always refrain from making unflattering and derogatory remarks to or regarding the other Parent in the presence of the minor children.
 - (b) Respect Differences: Each Party has a duty to respect the difference in parenting views that may exist between the Parties. The Parties recognize that the fact that they share different views does not mean that either individual is a bad or inadequate parent.
 - (c) Courteous to Other Parent: The Parties shall be courteous to each other, especially in the presence of the minor children.
 - (d) Foster Love: Each Parent is under an affirmative duty to foster the love and affection of the minor children for the other Parent. Neither Parent shall allow third parties to do or say anything to or in the presence of the minor children that will interfere with the love and affection of the minor children for the other Parent.
 - (e) Obligations of Each Parent: Each Parent has an affirmative obligation to ensure timesharing between the minor children and the other Parent. There may come a time when, for one reason or another, the child exhibit some level of reluctance about participating in timesharing. Nevertheless, each Parent has a duty to explain that the other Parent loves the child and has a right, need and desire to timeshare with them. Further, each Parent must make every effort to ensure that the minor child are ready and available for scheduled timesharing.
 - (f) Keep Other Parent Informed: Each Parent has an affirmative obligation to, on a timely basis, keep the other Parent informed as to the physical, social, educational and emotional development of the minor children. This duty includes, but is not limited to, advising the other Parent of all emergency, non-routine medical treatment received by the child as soon as possible, and, in any event, within 48 hours of such medical treatment. Finally, each Parent has an obligation to keep the other Parent advised as to the identity of any treating physician and to execute any and all medical releases necessary in order to afford the other Parent free and unhampered access to all records pertaining to the minor children.
- (12) Open Telephonic/Electronic Communication: During any given time period, the out-of-custody Parent shall have open, reasonable right of telephonic/electronic communication with the minor children. The Parties have an obligation to permit and encourage the minor children to telephone the other Parent as frequently as the minor children so desire, provided that the telephone contact does not unduly interfere with the school and sleep schedules of the minor children. Moreover, the Parties each have a duty to confirm the minor children

return telephone messages left by the other Parent as soon as possible. Telephone or other electronic communication between the children 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, text messaging, video-conferencing equipment and software or other wired or wireless technologies or other means to supplement face to face contact.

- (13) Communication Between Parties: The Parties agree to communicate civilly about the minor children by telephone, text, e-mail or any other method of communication. However, the Parties agree to confirm any mutually agreed-upon scheduling changes in writing. All communication regarding the children shall be between the parents. The parents shall not use the child as messengers to convey information, ask questions, or set up schedule changes.
- (14) School Designation: By default, the children will be enrolled in school in the current school district of the daughter, unless the parties agree otherwise in writing.
- (15) Non-Relocation of Minor Child: Any relocation of the child is subject to and must be sought in compliance with section 61.13001, Florida Statutes. Each Party shall at all times keep the other Party advised of their current address and telephone numbers (including home, work and cell phone).
- (16) Childcare: The parties shall equally split the child care costs for the minor children and pay their portion directly to the child care provider. The current amounts have been included in the Child Support Calculation.
- (17) Other: The Husband shall not consume any alcohol or any non-prescription medication while exercising timesharing with the minor children. The Husband shall take his prescription medication as prescribed by his physicians and health care providers. The Husband shall continue his treatment through the VA Hospital and physicians.

C. CHILD SUPPORT: Commencing July 1, 2017, the Father shall pay as child support the sum of \$430.38 per month to the Mother, made in equal payments on the 1st and the 15th of each month (\$215.19 each payment). These payments shall be made directly to the Mother by electronic funds transfer, which the Parties have determined is in the best interests of the minor children. Should the Father make any payment more than fifteen (15) days after it is due, the Mother shall be entitled to entry of an ex parte income withholding order by affidavit. With the full execution of this Agreement, the Parties agree that Father owes for 2 months of child support arrearages in the total sum of \$860.76. Father shall pay this arrearage as an extra \$86.08/month until the amount is paid in full (approximately 10 months). Child support payments shall continue for the benefit of each minor child until the minor child has reached his/her 18th birthday or has graduated from high school provided there is a reasonable

Husband AB Wife JS

expectation of graduation prior to his/her 19th birthday, whichever occurs last; or until the minor child dies, marries, enters the military service or becomes otherwise emancipated. In the event the Father becomes more than thirty (30) days delinquent in his child support obligation, the Mother can, at her discretion, complete an affidavit of delinquency with the Clerk of Court and obtain an immediate Income Withholding Order for the Father's future child support obligation to be paid through the Central Governmental Depository.

D. **ALIMONY:** Both parties waive any and all right to all forms of alimony including but not limited to permanent, durational, rehabilitative, bridge-the-gap, lump-sum and temporary alimony, now and forever. The parties agree that this is a final resolution of the alimony issue and understand that this waiver is non-modifiable and for all times. This is an irrevocable waiver of any and all rights to subsequently petition the Court for any modification of alimony.

E. **FEDERAL INCOME TAX AND DEPENDENCY EXEMPTIONS:** For the tax year 2017 and for each and every year thereafter, the Husband shall be entitled to claim the federal tax dependency exemption for C.H.S., and every year the Wife shall be entitled to claim the federal tax dependency exemption for J.G.S. At such time as C.H.S. may no longer be claimed under the federal tax dependency exemption, the Parties agree to alternate the dependency exemption for J.G.S.

F. **REAL PROPERTY:** The Parties do not own any real property.

G. **MOTOR VEHICLES:**

(1) The Wife shall retain the 2016 Mazda 3 titled in the Wife's sole name, which has a loan against it. The Husband waives any right, title and interest he may have in and to said vehicle, and the Wife shall hold harmless and indemnify the Husband from any and all liability pursuant to any action taken by any creditor to enforce any expenses or encumbrances related to said vehicle. The Wife shall be responsible for all additional expenses regarding said vehicle, including but not limited to insurance, repairs and maintenance. If required, the Husband shall execute a power of attorney in favor of the Wife or transfer title to the Wife within 30 days following the full execution of this Agreement.

Husband PS Wife JS

(2) The Husband shall retain the 2016 Chevy Cruz titled in the Husband's sole name, and which has a loan in the approximate amount of \$27,000. The Wife waives any right, title and interest she may have in and to said vehicle, and the Husband shall hold harmless and indemnify the Wife from any and all liability pursuant to any action taken by any creditor to enforce any expenses or encumbrances related to said vehicle. The Husband shall be responsible for all additional expenses regarding said vehicle, including but not limited to insurance, repairs and maintenance. If required, the Wife shall execute a power of attorney in favor of the Husband or transfer title to the Husband within 30 days following the full execution of this Agreement.

H. HOUSEHOLD CONTENTS AND PERSONAL EFFECTS: By this Agreement, the Parties agree that they have divided their personal property and household effects between themselves so that each is satisfied with the property in their care, custody and control.

I. SECURED AND UNSECURED DEBTS: The Parties have no other joint secured or unsecured debt. Any debts that the Husband has or may have incurred in his own name not specifically referenced elsewhere in this Agreement he shall keep and be solely responsible for and shall hold the Wife harmless thereafter. Any debts that the Wife has or may have in her own name not specifically referenced elsewhere in this Agreement she shall keep and be solely responsible for and shall hold the Husband harmless thereafter. Each Party shall be responsible upon the full execution of this Agreement for paying his or her own respective debts and obligations which are or have been incurred individually, unless otherwise referenced in this Agreement. Neither Party shall pledge the credit of the other in the future, and the Parties shall immediately close or transfer all existing charge accounts and credit cards in joint names of the Parties or in the name of either of them under which the other may have extended credit for purchases, and same shall be terminated as of the date of the execution of this Agreement. Further, the Parties shall close any joint checking account within ten (10) days of full execution of this Agreement.

J. EQUITABLE DISTRIBUTION OF MARITAL ASSETS: Upon the full execution of this Agreement, the Husband disclaims and shall otherwise convey to the Wife all right, title and interest he may have in and to the following items of tangible and intangible personal property, and the same shall be and hereafter remain the Wife's sole and exclusive

Husband [Signature] Wife [Signature]

property: any checking or savings account in the Wife's sole name, Chase IRA in the Wife's sole name.

Upon the full execution of this Agreement, the Wife disclaims or shall otherwise convey to Husband all right, title and interest she may have in and to the following items of tangible and intangible personal property, and the same shall be and hereafter remain the Husband's sole and exclusive property: any checking or savings account in the Husband's sole name, The Husband's UMA Education 401(k) in the Husband's sole name and Husband's Principal brokerage account in the Husband's sole.

K. HUSBAND'S THRIFT SAVINGS PLAN: The Husband acquired a Thrift Savings Plan during the marriage which has an approximate balance of \$30,223.11 as of the filing of the Petition for Dissolution. The parties agree as and for equitable distribution of the parties assets and debts (including Wife's 401(k)), the Wife shall receive \$11,874.53 from the Thrift Savings Plan account. The Wife shall receive her share via Qualified Domestic Relations Order (QDRO). The parties shall divide the cost to have said QDRO drafted should the need an expert to draft said QDRO. The parties shall cooperate and provide any documents necessary in order to have said QDRO drafted expeditiously.

L. HUSBAND'S MILITARY RETIREMENT: The Wife shall receive (50%) of the marital portion of Husband's disposable military retired pay the Husband would have received had the Husband become eligible to receive retired pay on March 30, 2017 with a rank of Staff Sergeant E6. The marital portion shall be defined as the portion of Husband's retirement that was acquired from the date of the marriage (February 15, 2005) until the date of the filing of the Petition for Dissolution of Marriage (March 30, 2017). Pursuant to the Servicemembers' Civil Relief Act (SCRA or SSCRA) and the United States Former Spouses' Protection Act (USFSPA), the parties were married for a period of ten or more years during which time the Petitioner/Husband performed at least ten years of service creditable for retirement eligibility purposes, which meet the 10/10 requirements. The Petitioner/Husband/Military Member, CHRISTOPHER SLADEK, is currently on active duty at the time of entry of the Final Judgment of Dissolution of Marriage and his rights under the Servicemembers' Civil Relief Act, 50 U.S.C. App. 501-548 and 560-591, have been observed and honored. The Court has jurisdiction over the Petitioner/Husband/Military Member by reason of his residence in the jurisdiction of the



Husband CS Wife JS

Court during the dissolution proceeding and his consent to the jurisdiction of the Court. The Wife shall receive her equitable distribution via Military Retired Pay Division Order to be entered contemporaneously with the Final Judgment of Dissolution of Marriage.

M. SEPARATE PROPERTY: Except as otherwise provided herein, the Parties agree that whatever property he or she now owns, provided same has been disclosed to the other Party, or may hereafter have or acquire in their respective names shall henceforth be considered their sole and separate properties.

N. TAX ADVICE: None of the professionals present at the mediation have provided tax advice to the Parties. The Parties understand that they have had the opportunity to obtain competent tax advice from an independent source. By execution hereof the Parties have acknowledged that no tax advice was provided to them and that they have had the opportunity to seek competent tax advice from an independent source.

O. WAIVER OF APPEARANCE AT FINAL HEARING: The Wife waives appearance at the final hearing, and agrees that the Husband may proceed to a final hearing so long as the Wife's counsel approves the Final Judgment of Dissolution of Marriage to be entered in this case prior to the final hearing and the Final Judgment of Dissolution of Marriage conforms with the terms and conditions of this Agreement.

P. RESTORATION OF WIFE'S MAIDEN NAME: Wife requests that her maiden name be restored to wit: Jessica Ann Slate. Wife is not requesting this for any illegal or ulterior motive.

Q. MANDATORY DISCLOSURE: Each Party agrees that they have made full and adequate disclosure to each other of their respective assets, resources and current financial condition, and, further, each Party agrees to keep any such personal and/or business knowledge and information private and confidential. Each Party acknowledges that this Agreement has been reached in reliance upon such information.

R. ATTORNEYS' FEES AND COURT COSTS: Each Party shall be responsible for his/her own attorneys' fees and costs.

S. MEDIATION/NEGOTIATION: The Parties agree that in the event that they cannot resolve a particular conflict in the future, they will attempt to negotiate, and, if necessary,

seek appropriate competent assistance of a mutually agreeable mediator. Except in the case of an emergency or enforcement proceedings, this procedure will be followed to its conclusion prior to either of them seeking relief from the Court.

T. SUBSEQUENT DISSOLUTION OF MARRIAGE:

- (1) Nothing contained in this Agreement shall be construed to prevent either Party from obtaining a dissolution of marriage in the State of Florida.
- (2) In any such action, each Party, provided the other is not in default under this Agreement, shall make no claim for alimony, equitable distribution, attorneys' fees, or for suit money except in accordance with the provisions of this Agreement.
- (3) This Agreement may be offered in evidence by either Party in any such action, and, if acceptable to the court, shall be incorporated by reference in the judgment. Notwithstanding incorporation in the Final Judgment, this Agreement shall not be merged with it. 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 Final Judgment.

U. EXECUTION OF DOCUMENTS: Within a reasonable time after written demand, each Party shall execute, acknowledge and deliver all documents or instruments required to carry out the provisions of this Agreement. If either Party fails on demand to comply with this provision, that Party shall pay to the other all attorneys' fees, costs, and other expenses reasonably incurred as a result of such failure.

V. MODIFICATION: This Agreement shall not be modified by the Parties except by an agreement in writing duly subscribed and acknowledged with the same formality as this Agreement, or a court order on appropriate pleadings.

W. LEGAL INTERPRETATION: The laws of Florida shall govern the validity, construction, interpretation and effect of this Agreement.

X. BINDING EFFECT: Except as otherwise stated herein, all of the provisions of this Agreement shall be binding on and inure to the benefit of the respective heirs, next of kin and administrators of the Parties.

Y. MUTUAL RELEASE: Subject to the provisions of this Agreement, each Party hereby releases the other of and from all cause or causes of action, claims, rights or demands,

Husband PS Wife JS

whatsoever, in law or in equity, that either of the Parties ever had, or now has, against the other except any or all cause or causes of action for divorce now pending, or hereafter brought by the other.

Z. WAIVER: No waiver of any breach of the terms of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or similar nature. No waiver of any rights created by this Agreement shall be deemed to be a waiver for all time of those rights, but shall be considered only as to the specific event surrounding that waiver.

AA. SEVERABILITY: If any portion of this Agreement is held illegal, unenforceable, void or voidable by any Court, then each of the remaining terms hereof shall nevertheless remain in full force and effect as a separate contract. This Agreement shall be deemed modified and amended to the extent necessary to render it valid and enforceable.

BB. RESERVATION OF JURISDICTION: The Hillsborough County Florida Circuit Court shall reserve jurisdiction for modification and enforcement of this Agreement as provided herein and the Final Judgment entered in connection herewith.

CC. SELF-EXECUTING CLAUSE: In the event that any of the papers agreed to be executed and delivered in furtherance of this Agreement are not executed and delivered within five (5) days of receipt of a written request for same, then it is agreed that the Final Judgment of Dissolution of Marriage shall be self-executing to operate as a conveyance from the Husband to the Wife and/or from the Wife to the Husband of the properties referred to herein.

DD. REPRESENTATIONS: The Parties represent to each other that:

- (1) The Parties have had the opportunity to be represented by or consult with attorneys of their own choosing in the negotiation and preparation of this Agreement. The Husband has been represented by Ginger L. Dugas, Esq. and the Wife has been represented by Natalie Owen, Esq. Each Party has carefully read this Agreement and is completely aware of its contents and its legal effect.
- (2) The Parties fully understand the facts as to their legal rights and obligations. Each is signing the Agreement freely and voluntarily, intending to be bound by it.
- (3) Each Party understands and agrees that this Agreement constitutes the entire contract between the Parties and supersedes any prior understanding

Husband OPS Wife JS

or agreement. There are no representations or warranties other than those set forth in this Agreement.

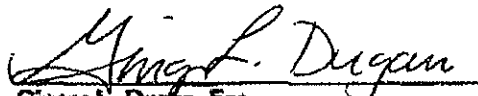
- (4) In the event of reconciliation, the Parties understand that matters dealing with property division shall continue to be binding unless agreed to otherwise in writing.
- (5) Each Party has given careful and mature thought to the making of this Agreement.
- (6) Each Party has carefully read each provision of this Agreement.
- (7) Each Party fully and completely understands each provision of this Agreement, both as to the subject matter and legal effect.

IN WITNESS WHEREOF, the Parties have set their respective hands and seals acknowledging that the provisions of this Agreement shall be binding on their respective heirs, next of kin, executors and administrators.

I have read this Agreement carefully, and understand that it will affect my legal rights now and in the future. Further, by my signature, I do hereby acknowledge that I understand the contents herein and am willing to be bound by this Agreement.

DATED this 20 day of June, 2017, by the Husband.


 CHRISTOPHER PAUL SLADEK,
 Husband


 Ginger L. Degan, Esq.,
 Counsel for Husband

Husband CS Wife DS

I have read this Agreement carefully, and understand that it will affect my legal rights now and in the future. Further, by my signature, I do hereby acknowledge that I understand the contents herein and am willing to be bound by this Agreement.

DATED this 20th day of June, 2017, by the Wife.

Jessica Ann Sladek
JESSICA ANN SLADEK, Wife

Nashlie Owen
Nashlie Owen, Esq.,
Counsel for Wife

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE
AND CORRECT COPY OF THIS PAGE ONLY ON FILE IN
MY OFFICE, WITNESS MY HAND AND OFFICIAL SEAL
THIS 10th DAY OF September 2017



Pat Frank, Clerk of the Circuit Court
Hillsborough County, Florida
BY [Signature]
Deputy Clerk

Husband [Signature] Wife JS

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
FAMILY LAW DIVISION

IN RE: THE MARRIAGE OF:

CHRISTOPHER PAUL SLADEK,
Petitioner/Husband,

CASE NO: 17-DR-005179

and

DIVISION: "T"

JESSICA ANN SLADEK,
Respondent/Wife.

MILITARY RETIREMENT PAY DIVISION ORDER

This cause came before the undersigned Judge upon the Respondent's claim for distribution of the Petitioner's military retired pay benefits. The Court makes the following:

FINDINGS OF FACT:

The Petitioner's Social Security Number is 468-98-7317 and current address is 4319 Barrett Avenue, Plant City, Florida 33566.

The Respondent's Social Security Number is 051-68-9259 and current address is 5462 Fieldstone Drive, Lakeland, Florida 33809.

The Parties were married on February 15, 2005. The Husband filed his Petition for Dissolution of Marriage on March 30, 2017, and the parties' marital status was terminated on June 21, 2017 pursuant to a Final Judgment of Dissolution of Marriage entered in Hillsborough County, State of Florida. This current order is entered incident to the aforementioned order.

The Parties were married for a period of ten or more years during which time the Petitioner performed at least ten years of service creditable for retirement eligibility purposes.

If the military member was on active duty at the time of this order, Petitioner's rights under the Servicemembers' Civil Relief Act, 50 U.S.C. App. 501-548 and 560-591, have been observed and honored.

This court has jurisdiction over the Petitioner by reason of his residence, other than because of military assignment, in the territorial jurisdiction of the court, during the dissolution of marriage proceeding.

CONCLUSIONS OF LAW:

This court has jurisdiction over the subject matter of this action and the parties hereto.

Respondent is entitled to a portion of Petitioner's United States military retired pay as set forth herein.

The Former Spouse, JESSICA ANN SLADEK, is awarded a percentage of the Military Member's disposable military retired pay the Military Member would have received had the Military Member retired with a retired pay base of Staff Sargent E6, to be computed by multiplying fifty percent (50%) times a fraction, the numerator of which is one hundred forty six (146) months of marriage during the Military Member's creditable military service, divided by the member's total number of months of creditable military service through March 30, 2017.

On the date of filing the Husband's Petition for Dissolution of Marriage, March 30, 2017, the Military Member's retired pay base was E6, Staff Sargent, and the Military Member had fifteen (15) years and seven (7) months of creditable service, and the Military Member had approximately 2,713 Reserve retirement points.

DONE AND ORDERED in Chambers at Plant City, Hillsborough County, Florida, on the ____ day of June, 2017.

ORIGINAL SIGNED
CONFIRMED COPY

JUN 21 2017

CHET A. THARPE
CIRCUIT JUDGE

Honorable Chet A. Tharpe, Circuit Judge

Copies to:
Christopher Paul Sladek
Jessica Ann Sladek
Ginger L. Dugan, Esquire
Natalie Oven, Esquire