

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

Case No.: 2024DR004314
Division: FZ

IN RE: THE MARRIAGE OF:

JILL Y. NIGHTINGALE,
Petitioner,
and

SCOTT K. RATNER,
Respondent.

/

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE came before the Court for Final Hearing on June 5, 2024 upon the Petitioner/Wife, JILL Y. NIGHTINGALE (hereinafter “Wife”), *Petition for Dissolution of Marriage and Other Relief*. The Court having heard the testimony of the Wife and being otherwise fully advised in the premises, makes the following **FINDINGS OF FACT**:

1. Wife has been a resident of the State of Florida for more than six (6) months prior to the filing of her *Petition for Dissolution of Marriage*.
2. The parties were married on January 6, 2008.
3. There is one (1) minor child common to the parties, to wit:
A.R., a male child, DOB is 06/16/2009
No further children are contemplated, and Wife is not pregnant.
4. The parties' marriage is irretrievably broken.
5. On May 17, 2024, the Parties filed their *Marital Settlement Agreement* that resolves all issues between them and establishes a *Parenting Plan*, which is incorporated into the *Marital Settlement Agreement*. This *Agreement* shall be incorporated into this *Final Judgment of Dissolution of Marriage* by reference, but not merged herein.
6. Child Support has been calculated pursuant to the Child Support Guidelines attached hereto as Exhibit "B". Due to the nominal amount, neither party shall pay child support.

Final Judgment of Dissolution of Marriage
In Re: The Marriage of: Nightingale v. Ratner

Upon consideration of the above findings of fact, it is hereby **ORDERED AND ADJUDGED** as follows:

7. That this Court has jurisdiction of the Parties and the subject matter of this action. That the marriage between JILL Y. NIGHTINGALE and SCOTT K. RATNER is hereby dissolved *a vinculo matrimonii* as the marriage is irretrievably broken. Each Party is hereby restored to the status of single and unmarried.
8. That the *Marital Settlement Agreement and Parenting Plan* executed by the Parties were each freely and voluntarily entered and are in the best interest of the parties and the minor children and fully and finally resolves all issues between them. The Parties' *Marital Settlement Agreement and Parenting Plan* is incorporated by reference into this Final Judgment, but is not merged herein, and the Parties are ordered to comply with all terms of the *Marital Settlement Agreement and Parenting Plan*.
9. Due to the nominal amount of child support calculated in the Child Support Guidelines neither party shall pay child support.
10. That this Court hereby specifically reserves jurisdiction of this entire matter to enter such further Orders as may be just, including, but not limited to enforcement and modification of the Marital Settlement Agreement. Further, both Parties are hereby ordered to take such reasonable and necessary action to conduct themselves in such manner as to carry out the intent and purpose of this *Final Judgment of Dissolution of Marriage*.

DONE AND ORDERED in Palm Beach County, Florida.


502024DR004314XXXASB 06/05/2024
Rosemarie Scher Circuit Judge

502024DR004314XXXASB 06/05/2024
Rosemarie Scher
Circuit Judge

FINAL DISPOSITION FORM
(Fla.R.Civ.P. Form 1.998)

THE CLERK IS DIRECTED TO CLOSE THIS
FILE MEANS OF FINAL DISPOSITION

Disposed by Judge

Final Judgment of Dissolution of Marriage
In Re: The Marriage of: Nightingale v. Ratner

Copies to:

Jacqueline Spence, Esq., *Attorney for Petitioner/Wife*, at service@theaffordablelawcenter.com

Scott Ratner, *Respondent/Husband*

EXHIBIT A

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

Case No.:

Division:

IN RE THE MARRIAGE OF:

JILL Y. NIGHTINGALE,
Petitioner,

and

SCOTT K. RATNER,
Respondent.

MARITAL SETTLEMENT AGREEMENT FOR DISSOLUTION OF MARRIAGE

This Agreement is made in connection with an action for dissolution between JILL Y. NIGHTINGALE referred to as "Petitioner" herein, and SCOTT K. RATNER, referred to as "Respondent" herein, who are sworn and agree as follows:

WHEREAS, the parties hereto were married to each other on or about January 6, 2008;

WHEREAS, the following children involved in this action have been born to or adopted by the parties: A.R., a male, born June 16, 2009.

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 children;

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 children;

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

In Re: The Marriage of Nightingale v. Ratner

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JN
J.N.

SR
S.R.

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

JURISDICTIONAL ISSUES

1.1 The Fifteenth Judicial Circuit in Palm Beach County, Florida has continuing jurisdiction over the children 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 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.

ARTICLE II

PARENTING PLAN

2.1 The parties acknowledge the child's right to have frequent and continuing contact with each of them and agree that they will follow the Parenting Plan set out in **Exhibit "A"**.

ARTICLE III

EQUITABLE DISTRIBUTION

3.1 MARITAL HOME

3.1.1 The parties jointly own the marital home known as: 1718 Arezzo Circle, Boynton Beach, Florida 33436.

3.1.2 The marital home shall be placed for sale within 30 days from the date of the Final Judgment.

3.1.3 The net proceeds shall be split equally between the parties after the mortgage and any and all associated debts have been paid in full.

3.2 VEHICLES

3.2.1 Petitioner's vehicle – Petitioner shall retain the vehicle in her possession.

3.2.2 Respondent's vehicle - Respondent shall retain the vehicle in his possession.

3.3 OTHER ASSETS

3.3.1 Petitioner shall receive exclusive ownership in the following assets and items, and Husband 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 her sole control.
- (b) All clothing, jewelry and personal effects in the possession of Petitioner or subject to her sole control.
- (c) All funds in the Truist Checking and Truist Savings account.
- (d) Petitioner's pension.
- (e) ½ of the marital value of the Discover Savings account.
- (f) ½ of the marital value of the two brokerage accounts known as First Trade and Wealthfront.
- (g) Any and all other property in her possession.

3.3.2 Respondent shall receive exclusive ownership in the following assets and items, 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 his sole control.
- (b) All clothing, jewelry and personal effects in the possession of Husband or subject to his sole control.
- (c) Any and all other property in his possession.
- (d) Petitioner has two (2) accounts in her name. Respondent shall receive an equitable distribution of each Roth account in Petitioner's name. The Roth's shall be divided via a Qualified Domestic Relations Orders (QDRO) from the date of marriage through the date of this filing.
- (e) Petitioner has a 457 account. Respondent shall receive an equitable distribution of the 457 account in Petitioner's name. The 457 shall be divided via a Qualified Domestic Relations Orders (QDRO) from the date of marriage through the date of this filing.
- (f) ½ of the marital value of the Discover Savings account within ten (10) days from the date the QDRO fees are paid.

- (g) ½ of the marital value of the two brokerage accounts known as First Trade and Wealthfront.
- (h) Any and all other property in her possession.

3.3.3 Except for the items specifically conferred or addressed as set forth hereinabove 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.

OTHER LIABILITIES

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

- (a) Any and all credit card or other debt in her name alone.

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

- (a) Any and all credit card or other debt in his name alone.

3.3.4 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.

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

3.3.6 The QDRO's shall be paid from the Discover Savings account. Once the QDRO fees are paid, then the Respondent shall receive the ½ of the marital value of the Discover Savings account minus half of the cost of the QDRO. Petitioner shall begin the process of obtaining the QDRO's within 30 days from the sale of the Marital Home.

3.4 GENERAL PROVISIONS

3.4.1 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.

3.4.2 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.

3.4.3 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.

3.4.4 Taxes. For tax year 2024, each party shall file an individual income tax return in accordance with the Internal Revenue Code. 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. Each party shall indemnify and hold harmless the other party for such taxes, liabilities, deficiencies, assessments, penalties, or interest due thereon or the omission of taxable income or claim of erroneous deductions of the applicable party.

ARTICLE IV ALIMONY

4.1 The parties waive any claims to alimony.

ARTICLE V CHILD SUPPORT

5.1 Child Support has been calculated pursuant to the Child Support Guidelines attached hereto as Exhibit B.

5.2 Day-care / after-school care/ summer camp is necessary due to either or both of the parent's employment, job search, or education calculated to result in employment or enhanced income. The parties acknowledge that this cost is one of the costs to be included in the child support guidelines calculation, but due to the age of the children and this cost increasing or decreasing over time, in order to save the parties money from incurring fees for filing multiple modifications, additional attorney's fees and mediation costs the parties agree that this cost shall be left outside the child support guidelines calculation.

5.3 Tax Exemptions Deductions and Credits: Mother shall claim the minor child every year.

ARTICLE VI OTHER PROVISIONS

6.1 Each of us will pay his/her own attorney's fees, costs, and mediation fees.

6.2 If either party chooses to file an action for enforcement of any provision of this agreement, then the non-defaulting party shall be entitled to reimbursement for reasonable attorney's fees and costs associated with enforcement of this action from the defaulting party.

6.3 Prior to attending any hearing for purpose of modification, absent an emergency, the parties shall first attend mediation.

6.4 The parties hereby acknowledge and agree that each has had the opportunity to retain his/her own accountants, certified public accountants, tax advisor or tax attorney with reference to the tax implications of this Agreement. Further, both parties hereby acknowledge that each has been advised to seek his or her own independent tax advice by retaining an accountant, certified public accountant, tax attorney or tax advisor with reference to the tax implication involved in this Agreement. This Agreement has been drafted pursuant to the mutual Agreement of the parties and each party is entitled to obtain counsel for review of this Agreement and legal advice. Further, the parties acknowledge and agree that their signatures to this Agreement serve as their acknowledgement that they have read this particular paragraph and have had the opportunity to seek independent tax advice.

6.5 The parties have exchanged documents, had time to review said documents and made financial disclosure to each other as a part of this pending action or have voluntarily chose not to do so. Each party has had the opportunity to conduct discovery and is satisfied with the financial disclosure and review of all documents exchanged or have voluntarily chose not to. The parties waive any further financial disclosure and acknowledge that they each have sufficient information and knowledge regarding their assets, liabilities and incomes to enter into this agreement. Each party warrants that although there may be additional documents available for review, or additional discovery that could be had, they are satisfied with the agreements made herein and now waive any and all further discovery in that regard and shall not attempt to seek relief from any term contained herein as a result of that waiver or otherwise.

6.6 Each party acknowledges that he/she is not under the influence of any drugs, alcohol, and illegal or prescription mind-altering substance(s) when negotiating and executing this document. Neither party was under duress, intimidated or coerced into executing this agreement and sign this agreement freely and intend to be bound by all the terms contained herein. Both parties have reviewed this document and have had the opportunity to present this document to counsel of their choosing prior to signing.

6.7 Written Notice of Change of Information. Any parent shall give written notice to the other party via text regarding any change to residence/ mailing address or phone number. Such notice must be provided no later than ten (10) days before a change of any of the foregoing information. The parent shall also notify the Court by filing a Notice of Change in Address within seven (7) days of any changes.

6.8 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.

6.9 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.

6.10 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.

6.11 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.

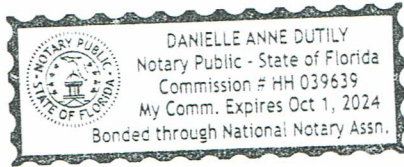
I, JILL Y. NIGHTINGALE, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.

Dated: 5/17/2024

Jill Nightingale
JILL Y. NIGHTINGALE

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged and signed before me this May 17, 2024 by JILL Y. NIGHTINGALE, who is personally known to me or produced FCDL as identification.



[Signature]
NOTARY PUBLIC

I, SCOTT K. RATNER, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.

Dated: 05/17/2024

Scott K Ratner
SCOTT K. RATNER

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged and signed before me this May 17, 2024 by SCOTT K. RATNER, who is personally known to me or produced FCDL as identification.



[Signature]
NOTARY PUBLIC