IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT, IN AND FOR MIAMI-DADE COUNTY, FLORIDA

Case No.:	<u>2024-003636-FC-04</u>
Division:	FAMILY

IN RE: THE MARRIAGE OF:

ALEJANDRO CALDERON, Petitioner,

and

GWENDOLYN CALDERON, Respondent.

MEDIATED MARITAL SETTLEMENT AGREEMENT

This Agreement is made in connection with an action for dissolution between ALEJANDRO CALDERON (referred to as "Petitioner" or "Husband" or "Father" herein) and GWENDOLYN CALDERON (referred to as "Respondent" or "Wife" or "Mother" herein) who are sworn and agree as follows:

WHEREAS, the parties hereto were married to each other on or about October 14, 2005;

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

Name Date of Birth

Lucas Calderon November 28, 2010 Logan Calderon September 10, 2015

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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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;

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 agree that the provisions contained in this Marital Settlement Agreement, including the Time-Sharing Schedule attached to this Agreement as Exhibit "A," constitute a "parenting plan" intended to govern the relationship between the parents relating to the decisions to be made regarding the children.

ARTICLE II JURISDICTIONAL ISSUES

- 2.1 The Eleventh Judicial Circuit in Miami-Dade County, Florida has continuing jurisdiction over the children pursuant to the applicable Florida Statutes and the Uniform Child Custody Jurisdiction and Enforcement Act.
- 2.2 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 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 III PARENTAL RESPONSIBILITY

- 3.1 <u>Shared Parental Responsibility</u>. The parties shall have shared parental responsibility and shall retain full parental rights and responsibilities with respect to the children.
- 3.2 <u>Parents to Confer.</u> It is in the best interests of the children that the parties confer and jointly make all major decisions affecting the welfare the children and that all communication be between the parents without the involvement of any third party significant other or new spouse. Major decisions include, but are not limited to, decisions about the children's education, healthcare, and other responsibilities unique to this family. Either party may consent to mental

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health assistance for the children.

- 3.3 <u>Free Access</u>. The parents shall use all reasonable efforts to maintain free access and create a feeling of affection between themselves and between the children. Neither shall do anything to hamper the natural development of the children's love and respect for the other party.
 - 3.4 Information Sharing. Unless otherwise indicated or ordered by the Court:
 - (a) Both parents shall have access to medical and school records pertaining to the children and shall be permitted to independently consult with any and all professionals involved with the children. The parents shall cooperate with each other in sharing information related to the health, education, and welfare of the children and they shall sign any necessary documentation ensuring that both parents have access to said records.
 - (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 children.
 - (d) Both parents shall have equal and independent authority to confer with the children's school, day care, health care providers, and other programs with regard to the children's educational, emotional, and social progress.
 - (e) Both parents shall be listed as "emergency contacts" for the children.
 - (f) Neither parent shall designate or permit a third party including any significant others to act on his/her behalf and contact medical providers attend appointments or obtain any document information to the minor children's medical records or school records or make any shared parental responsibility decisions.
 - (g) Neither party shall inflict corporal punishment on the children, nor shall any third party be permitted to physically discipline the minor children.
- 3.5 <u>Notification of Medical Emergency</u>. Each party shall inform the other party within twenty-four hours of any illness, accident, or medical condition of the children that involves surgical intervention or hospitalization. Each parent may have reasonable and immediate access to such children in such an event, regardless of parental responsibility or terms of any time-sharing schedule.
- 3.6 <u>Day-to-Day Decisions</u>. Each parent shall make decisions regarding day-to-day care and control of the children while the children are 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 children when the children are residing with that parent. A parent who

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makes an emergency decision shall share the decision with the other parent as soon as reasonably possible.

3.7 <u>Special Events</u>. Both parents shall be entitled to participate with and attend special events and activities in which the children 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.

3.8 <u>Children Related Expenses.</u>

- (a) The parents agree that school uniforms and school supplies, school field trips, school pictures including senior pictures, school related class trips including but not limited to senior trip, prom, aftercare, daycare, and summer camp shall be split between the parties on a pro rata basis (70% the Father and 30% the Mother).
- (b) Any extra-curricular sport-related activities and tutoring (twice per week for each child) shall be the responsibility of the Father. If the tutoring exceeds twice per week for each child, then said additional tutoring session(s) shall be paid by the parties on a pro rata basis (70%) Father and (30%) Mother. However, neither party shall enroll the minor children in extracurricular activities that are scheduled to take place on the other parent's timesharing days without written consent from the other parent (email or text message shall suffice).

ARTICLE IV TIME-SHARING

4.1 <u>By Mutual Agreement</u>. The parents agree that it is in the best interest of the children for each of them to have frequent and continuing contact with the children, and the parents shall spend time with the children 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 children as provided by the Time-Sharing Schedule which is attached to this Agreement as Exhibit "A," and incorporated by reference as if set out in full.

ARTICLE V OTHER PROVISIONS RELATING TO THE CHILDREN

5.1 <u>Communication Between Parents</u>. All communications regarding the children shall be between the parents. The parents shall not use the children as a messenger to convey information, ask questions, or set up schedule changes. The parents may communicate with each

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other in person, by telephone, text message or any other type of messenger application, by letter, or by e-mail. In the event, telephone communication becomes an issue between the parents, all communication absent an emergency shall be in writing via email, text message or similar method. The parties shall notify each other no later than twenty-four (24) hours after a change of cellular telephone number or email address.

5.2 Communication Between Parent and Child.

- (a) Both parents shall keep contact information current. Telephone or other electronic communication between the children and the other parent shall be reasonable open and liberal 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. All communication between the parties shall be business-like, courteous and polite.
- (b) The children may have telephone and e-mail communication with the other parent anytime.
- 5.3 <u>Costs of Electronic Communication</u>. Each party shall be responsible for the cost of the party's own electronic communication with the other party or with the children. However, the Father shall continue to pay for the cellular telephone for the parties' oldest child, and once the youngest child has a cellphone (parents will confer and discuss when it will be appropriate for youngest to have a cell phone), the Father shall also pay 100% of the cost of said cellular telephone.
- 5.4 <u>No Activity that Endangers Children</u>. The parents shall refrain from engaging in any activity which may endanger the health, safety or morals of the children.
- 5.5 <u>School Designation</u>. For school and school district purposes, Mother's address shall be designated.
- 5.6 <u>Designation for Other Legal Purposes</u>. The children named in this Agreement is scheduled to reside the majority of the time with the Mother. 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 Agreement.
- 5.7 <u>Relocation of Children</u>. Any relocation of the children shall be subject to Florida Statutes and in the event either parent seeks to relocate he/she shall be subject to the mandates of any relocation Statute in place at that time.
- 5.8 <u>Notice of Parent's Change of Residence</u>. Either parent must give prior written notice at least twenty (20) days before the day that he or she is to change residence (regardless of whether the residence of the children will change). Such notice must be made to the other parent by email or text message, and must include the new address. This provision does not address any relocation or change of residence that would constitute a relocation under Florida Statutes.

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5.9 <u>No Disparagement of Other Parent</u>. No parent shall make disparaging comments about the other parent to the children or while in the presence of the children, nor allow any other person to do so.

ARTICLE VI RECOGNITION OF CHILDREN'S RIGHTS

- 6.1 The children have the right to have two parents and to love each without fear of anger or hurt from the other.
- 6.2 The children have the right to develop an independent and meaningful relationship with each parent and to respect the personal differences of each parent and each home.
- 6.3 The children have the right to be free from being present during the parents' personal battles or being used as a spy, messenger, or bargaining chip.
- 6.4 The children have the right to enjoy the Mother's family and the Father's family, to see each of the families as being different from each other, and not to have these differences referred to as "better" or "worse."
 - 6.5 The children have the right not to be questioned about the other parent's private life.
- 6.6 The children have the right not to hear parents speak ill of each other, nor to have to hear about the difficulties with the other parent.
- 6.7 The children have the right to see his or her parents being courteous to and respectful of each other.
- 6.8 The children have the right to develop and maintain age-appropriate activities and friends without fear of losing time with a parent.
- 6.9 The children have the right to his or her roots, which include grandparents, uncles, aunts, and cousins.
- 6.10 The children have the right to be children: to be free from parents' guilt and not to assume adult or parent roles.
- 6.11 Neither party shall use illegal substances during his/her timesharing with the minor children nor drive inebriated with the children, nor permit any third party to do so either.

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ARTICLE VII CHILD SUPPORT AND INSURANCE

Statement of the Parties Relative to Child Support.

7.1 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

- 7.2 Father shall pay to Mother child support in the amount of One Thousand Two Hundred Dollars (\$1,200.00) per month for the minor children commencing July 15, 2024 and due and payable on the 15th of each month thereafter, to be paid in accordance with Father's payroll cycle, and in any event at least once a month, and terminating on May 31, 2028 when the oldest minor child graduates from high school since said child will reach the age of 18 in November of senior year, but will not be expected to graduate until May of senior year. (Child Support Guidelines attached hereto as Exhibit "A").
- 7.3 Commencing June 15, 2028, the Father shall pay to the Mother child support in the amount of Eight Hundred and Twenty Dollars (\$820.00) per month for the remaining minor child, to be paid in accordance with Father's payroll cycle, and in any event at least once a month, and terminating on May 31, 2033 since the youngest child's will reach the age of 18 in September of senior year, but will not be expected to graduate until end of May/early June of senior year. (Stepdown Child Support Guidelines attached hereto as Exhibit "B").
- 7.4 The parties' obligation for the support of the parties' children continues until each child reaches the age of eighteen, is emancipated, marries, dies, or no longer resides with the parents, whichever occurs first, at which time the child support for that child shall automatically terminate. However, if that child is between the age of eighteen and nineteen and still in high school performing in good faith with a reasonable expectation of graduation before the age of nineteen, the child support shall continue until the child's high school graduation at which time the child support will be automatically terminated.
- 7.5 The child support payments shall be made by way of Zelle or another form of direct transfer to the Mother. Should the Father fail to make timely child support payments, the Mother shall be entitled to an Income Withholding Order.

Other Provisions Regarding Child Support

7.4 <u>Future Disability of Child</u>. If any child of this marriage has, receives or is diagnosed with a mental or physical disability and is not capable of providing for his or her own support, payments for the support of such child shall continue without regard to age or marital status, until the child is no longer subject to such disability.

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- 7.5 <u>Obligation Survives Death</u>. The provisions for child support in this decree shall be an obligation of the estate of Father and shall not terminate on the death of Father.
- 7.6 <u>Life Insurance</u>. It is agreed that, as long as Father is legally obligated to support any child, the Father will continue to maintain the SBLI Life Insurance Policy # 313533194 with the face value of Five Hundred Thousand and No/100 Dollars (\$500,000.00) with Mother, as trustee for the children, designated as irrevocable beneficiary. Within thirty (30) days of this agreement, Father will provide to Mother the name and address of the insurance company, the policy number, and a copy of the insurance policy The mother shall be entitled to receive notifications from the life insurance company in the event there is a lapse coverage insurance or a change in beneficiary. Furthermore, the Father shall provide proof to Mother in January of every year or upon her yearly request that the life insurance is in full force and effect as required by this provision.

Health and Dental Insurance

- 7.7 For as long as either party has a legal duty to support the children who is the subject of this Agreement, or until further order of the Court, Father shall provide health insurance, dental insurance and vision insurance for the children through group insurance available to Father and Father shall pay the premiums for such insurance.
- 7.8 For as long as either party has a legal duty to support the children who are the subject of this Agreement, or until further order of the Court, Father shall provide dental insurance for the children through group insurance available to Father and Father shall pay the premiums for such insurance.
- 7.9 As provided by Florida Statutes, Section 61.13(1)(b), the health and dental insurance agreed to above is reasonable in cost and accessible to the child.
- 7.10 Each party shall cooperate with the other in the procurement of the above-described insurance and the filing of claims. The party providing an insurance policy covering the children hereunder shall (a) submit all forms required by the insurance company for payment or reimbursement of health or dental care expenses incurred by either party on behalf of the children to the insurance carrier within ten days of that party's receiving any form, receipt, bill, or statement reflecting the expenses, and (b) shall provide to the other party the following information, as applicable, no later than the thirtieth (30th) day after the date this Agreement has been signed: the name and address of the employer of the party providing insurance; whether the employer is self-insured or has health, vision or dental insurance available; proof that such insurance has been provided for the children; and the name of the insurance carrier, the number of the policy, a copy of the policy and schedule of benefits, an insurance membership card, claim forms, and any other information necessary to submit a claim or, if the employer is self-insured, a copy of the schedule of benefits, a membership card, claim forms, and any other information necessary to submit a claim. Any change in the foregoing information (including a termination or lapse in insurance)

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shall be provided by the party providing insurance to the other party within ten (10) days after the providing party learns of such change.

Noncovered Health Care Expenses

- 7.11 "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 children who are 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 children.
- 7.12 Noncovered Health Care Expenses shall be divided by the parties pro rata as follows: Father shall pay seventy percent (70%), and Mother shall pay thirty percent (30%). 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 fifteen (15) days of payment or receipt of notice. Within fifteen (15) days after the other party receives such notification or proof of payment, the other party shall reimburse the paying party or pay the billing party directly (and provide the other parent with proof billing party was paid directly) for his or her share of the expense, as applicable. If a guarantor is required by the medical provider prior to treatment, the Father will be listed as the guarantor for purposes of this requirement.
- 7.13 Responsibility of any party for payment of health insurance, dental insurance, and/or Noncovered Health Care Expenses shall be considered child support for purposes of enforcement.

ARTICLE VIII REAL ESTATE

The Marital Home

8.1 There exists certain real property in which one or both parties may claim an interest, herein referred to as the "Marital Home," located at 14721 Southwest 150th Ave, Miami, Florida 33196 and more specifically described as follows:

"LOT 22, BLOCK 29, OF COUNTRY WALK SECTION 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 114, PAGE 47 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA."

8.2 The Wife shall be entitled to exclusive possession and use of the Marital Home until sold. The parties agree that it is in the best interests of the minor children for the Wife to remain living in the marital home with the minor children for the next ten (10) years commencing on July 1, 2024 and unless mutually agreed upon by the parties in writing otherwise, or unless the Wife at her own discretion no longer wishes to reside in the Marital

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Home, the Marital Home shall not be sold for the next ten (10) years. However, should one party predecease the other after the execution of this Agreement, but prior to the home being sold, the decedent's estate shall inherit the deceased's 50% interest in the Marital Home.

- 8.3 On or before the six (6) months prior to the expiration of the Wife's Exclusive Use period, either party may exercise their right to buy the other party's interest in the Marital Home based on fair market value at that time. The parties will confer and attempt to agree on the fair market value of the home at that time and may choose to hire a neutral joint property appraiser. Should the parties not agree on the fair market value of the home, each party shall be entitled to retain his/her own appraiser and said appraisers selected by the parties will choose a neutral appraiser to conduct new appraisal and establish the value. All appraisers chosen must have a minimum of ten (10) years of experience in the property appraisal field. Upon Wife or Husband's receipt of the buyout as the case may be, the party receiving the buy-out shall immediately execute a Quitclaim Deed transferring their interest in the Marital Home to the other party. In the event the Husband buys-out the Wife's interest she will have 30 days to vacate the marital home from the date of the closing.
- 8.4 If neither party chooses not to exercise the right to buy out the other's interest in the Marital Home, then the Marital Home shall be sold at fair market value and for a price and/or under terms that are mutually agreeable to Husband and Wife. 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. The parties shall follow the broker's recommendations as to the listing price based on the market conditions. The parties shall equally divide any and all net proceeds from the sale of the Marital Home. Any improvements or staging costs associated with the sale of the home shall be equally divided.
- 8.5 The costs of any agreed-upon maintenance and repairs necessary to keep the property in its present condition shall be initially paid by the Petitioner and he shall receive reimbursement for 50% of those repairs paid by him from the Respondent's net proceeds from the sale of the marital residence. The Wife shall be responsible for the payment of utilities and the HOA association fees. If there are any HOA assessments in the future, both parties will be equally responsible for the payment of same and if one party advances one party's share of the expense, then he/she shall be reimbursed at the time of the closing of the sale of the property from the other party's net proceeds.
- 8.6 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 the existing mortgage indebtedness on the property, if any. The parties have agreed that the Husband may refinance the existing mortgage with PNC Bank with an approximate balance of \$218,125.69 as of April 2024 in his sole name and cash-out funds to be utilized by him solely to purchase a home in his name or cash out funds by way of equity line on the Marital Home in his sole name However, under no circumstances shall the refinance or equity line cause the existing mortgage (principal and interest) to increase by more than \$1,000.00 per month or exceed \$300,000.00 (inclusive of all closing costs and fees). The Wife shall be kept fully appraised of the refinance or equity line application and

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will execute any documentation required from her in order to facilitate the refinance or equity line application as set forth herein. Under no circumstances shall the Wife's name be removed from the Deed as part of the refinance or any equity line. Husband shall indemnify, defend, and hold Wife harmless with respect to any liability associated with any new mortgage as a result of a refinance or new equity line on the Marital Home. If the Husband refinances the existing mortgage or takes out an equity line, at the time of the sale of the marital residence or the buy-out as the case may be, the Wife shall receive the first \$300,000.00 after payment of the any real estate commissions, customary and ordinary closing costs, and full payment of the existing mortgage or indebtedness on the property, if any at that time and the remaining net proceeds shall be equally divided between the parties. Except as set forth herein, neither party shall encumber the property or cause any other liens or debts to be imposed on the property without the written consent of the other party, and the party causing a lien or debt to be imposed on the property without the written consent of the other party, shall be solely responsible for the liability and shall indemnify the other party with respect to same, including attorney's fees and costs.

- 8.7 In the event that the Husband does not refinance the existing mortgage with PNC Bank or obtains an equity line, 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 the existing mortgage indebtedness on the property, if any. The net sales proceeds from the Marital Home shall be used to pay the following debt: the mortgage owing to Mortgage company. Any proceeds remaining after payment of such debt shall be divided as follows: Petitioner shall receive fifty percent (50%), and Respondent shall receive percent (50%).
- 8.8 There is a mortgage owing to Mortgage company secured by said property, with a current balance of approximately \$218,125.69 as of April 1, 2024 and the current monthly mortgage payment including escrows is approximately \$2,449.47 as of April 2024. The Husband shall continue to make all mortgage payments (including escrows for real estate taxes and homeowner's insurance) timely until the property is sold, or the buys-out takes place, whichever comes first. The sum of \$2,400.00 paid by the Husband toward the mortgage shall be credited to the Husband as partial alimony payment for every month he makes such payment. Both parties shall have log-in information to access the mortgage account online (and any new mortgage obtained as a result of the refinance) at all times until the property is sold or the buyout takes place, whichever comes first. The Husband's obligation to timely pay the mortgage on the property is in the nature of support, not dischargeable in bankruptcy and enforceable by contempt.

ARTICLE IX RETIREMENT

9.1 The Husband has a 401(K)-retirement plan. The Husband shall retain his entire interest in the 401(K)-retirement plan as his sole and separate asset except for \$550,000.00 which shall be transferred to the Wife by way of a Qualified Domestic Relations Order (QDRO) so that neither party incurs any taxes or penalties as a result of said transfer. The parties shall utilize the services of Matthew Lundy to prepare the QDRO to effectuate the transfer of the sum of \$550,000.00 from the Husband's 401(K) plan into an IRA/Qualified account in the Wife's name

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of her choosing. The Husband shall be solely responsible for the costs associated with the draft and preparation of the QDRO, and any amendments thereto, submitting to the court, and submitting it to the plan for pre-approval, approval, and processing. Both parties shall timely respond to Matt Lundy's requests for information and documentation and both parties will cooperate in ensuring that this transfer is timely completed. Husband waives any and all right, title and interest in and to the \$550,000.00 that is being transferred to the Wife and Wife waives and any and all right, title, and interest in and to the remainder of the Husband's 401(K).

9.2 The Wife shall retain her 403(B) Retirement plan free form any claim by the Husband.

ARTICLE X DIVISION OF OTHER ASSETS AND LIABILITIES

Joint Account

10.1 As of July 15, 2024, the Parties shall close the joint checking account with Wells Fargo and each party shall obtain their own individual checking accounts.

Division of Other Assets

- 10.2 Husband shall receive exclusive ownership in the following assets and items, and Wife waives and releases any and all claim or interest in such assets and items:
 - (a) All sums of cash in the possession of Husband 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) All funds in accounts or otherwise on deposit, including any accrued interest, in banks or any other financial institutions, which are in Husband's sole name or from which Husband has the sole right to withdraw funds or which are subject to Husband's sole control.
 - (d) All stocks, bonds, mutual funds, and securities in Husband's sole name, together with any dividends, splits, and other rights and privileges in connection therewith.
 - (e) The parties agree that the Husband shall retain all right, title, and interest to his 2013 Ford Taurus, 2021 Chevrolet Camaro, and 2023 Mini Cooper, free and clear of any claim by the Wife. Husband shall be solely responsible for any indebtedness, and insurance due and owing on the same and shall indemnify, hold the Wife harmless, and defend Wife against any obligation associated with the same.
 - (f) The desktop computer, firearms, and safe in the Marital Home. The parties shall coordinate a date and time for the Husband to retrieve the items in the Marital Home.

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- 10.3 Wife 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 Wife or subject to her control.
 - (b) All clothing, jewelry and personal effects in the possession of Wife or subject to her sole control including all furniture, furnishings and other personal property in the Marital Home.
 - (c) All funds in accounts or otherwise on deposit, including any accrued interest, in banks or any other financial institutions, which are in Wife's sole name or from which Wife has the sole right to withdraw funds or which are subject to Wife's control.
 - (d) All stocks, bonds, mutual funds, and securities in Wife's sole name, together with any dividends, splits, and other rights and privileges in connection therewith.
 - (e) The parties agree the Wife shall continue to drive the Honda Pilot currently leased in Husband's name. The Husband represents he has extended the existing lease until January 5, 2025 at which time the Wife shall have the option of returning the vehicle to the dealership or paying-off the balance owed to the bank and purchase the vehicle free from any claim by the Husband. The Husband shall cooperate and execute any necessary paperwork to permit the Wife to purchase the vehicle should she choose to do so. The Husband shall continue to make timely lease and automobile insurance payments on the Honda Pilot driven by the Wife until the conclusion of the lease extension, to wit: January 5, 2025. This obligation is also in the nature of support and enforceable by contempt.
- 10.4 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 other party waives and releases any and all claim or interest in such items.

Division of Liabilities

- 10.5 Any obligation or liability, including but not limited to credit cards, automobile loans, personal loans, etc. that is not assigned to one party herein shall be the responsibility of the party whose name is on the liability or obligation, and said party shall indemnify the other party and the property of the other party harmless from liability therefor.
- 10.6 Neither party shall hereafter incur any obligation or liability for which the other party will be liable.

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General Provisions

- 10.7 <u>Full and Complete Disclosure</u>. 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. Each party is satisfied with the financial disclosure he/she has received from the other parent and waives any and all additional financial disclosure.
- 10.8 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.
- 10.9 <u>Non-dischargeable in Bankruptcy</u>. 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 non-dischargeable in the event of bankruptcy.

ARTICLE XI ALIMONY

11.1 The parties agree that the Wife has an actual need for alimony or maintenance, and the Husband has the ability to pay the same.

Durational Alimony.

- 11.2 The parties agree that the Husband shall pay durational alimony as provided below in order to provide the Wife with economic assistance for a set period of time of one hundred and twenty months (10) years commencing on July 1, 2024.
- 11.3 Commencing July 15, 2024, and due on the 15th and of every month thereafter, the Husband shall pay to the Wife as durational alimony in the amount of _four thousand five hundred (\$4,500.00) dollars per month. Husband shall pay said alimony directly to the Wife via wire transfer, zelle or similar direct transfer platform free of cost to Wife on the 1st of every month. Should the Husband fail to make timely alimony payments, the Wife shall be entitled to seek an income withholding order. The alimony payments shall automatically terminate upon the death of either party, the Wife's remarriage, or the conclusion of the ten (10) year term (provided all alimony payments during the term are made), whichever comes first. For as long as the Wife has exclusive use and possession of the marital residence as set forth above in this Agreement and the Husband is paying the existing mortgage on the marital residence in full every month (including principal, interest and escrows for insurance and property taxes), the Husband shall be entitled to deduct \$2,400.00 from the \$4,500.00 monthly alimony payment to the Wife and make direct payment to the Wife of only \$2,100.00.
 - 11.4 Should the Wife be in a supportive relationship as defined by Florida Statutes, the

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alimony payments shall be subject to modification or immediate termination as appropriate. Any family members or roommates (not romantic partners) shall be excluded from any supportive relationship definition.

Other Provisions.

- 11.5 <u>Nondischargeable in Bankruptcy</u>. It is the express intent of the parties that all alimony payable or to be made hereunder is specifically intended to be nondischargeable in the event of the bankruptcy of the paying party.
- 11.6 <u>Life Insurance</u>. As long as Husband is obligated to pay spousal support, the Husband will maintain and keep in full effect and force the SBLI Life Insurance Policy # 370920561 with a face value of Five Hundred Thousand and No/100 Dollars (\$500,000.00) with Wife designated as beneficiary. Within thirty (30) days of signing this agreement, Husband will provide to Wife the name and address of the insurance company, the policy number, and a copy of the insurance policy. The Wife shall be entitled to receive notifications from the life insurance company in the event there is a lapse coverage insurance or a change in beneficiary. Furthermore, the Husband shall provide proof to Wife in January of every year or upon her yearly request that the life insurance is in full force and effect as required by this provision.
- 11.7 <u>Not Taxable Income for Petitioner.</u> The parties acknowledge that the alimony specified hereinabove shall not constitute taxable income for Wife, and that Husband shall not be entitled to deduct from his income all such alimony payments made by Husband.
- 11.8 Until the alimony and child support payments commence on July 15, 2024, the Husband shall continue to maintain the status quo.

ARTICLE XII TAX ISSUES

Federal Income Taxes for Tax Year 2024

- 12.1 For tax year 2024, each party shall file an individual income tax return in accordance with the Internal Revenue Code.
- 12.2 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. 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.

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Calderon v. Calderon Husband's Initials: Ac

- 12.3 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.
- 12.4 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.

Dependency Exemption for Tax Years Subsequent to 2024

12.5 The dependency exemption for dependents for tax years subsequent to the dissolution of the marriage shall be claimed by Wife.

Other Provisions

- 12.6 <u>Attorney is Not Tax Expert</u>. 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.
- 12.7 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 five days of receipt of written notice from the other party, each party will allow the other party access to these records 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.
- 12.8 <u>Preservation of Information</u>. 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. Each party shall preserve indefinitely, any records which determine or affect the tax basis in any marital property.
- 12.9 <u>No Waiver of "Innocent Spouse"</u>. 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 XIII COURT COSTS AND ATTORNEY'S FEES

13.1 Any costs of court, including the filing fee for the petition for dissolution, will be borne by the party incurring the same, except that the Husband shall contribute \$7,000.00 toward the Wife's attorney's fees and costs due within sixty (60) days from the execution of this Agreement to the Trust Account of Estevez-Pazos Law Firm, P.A. The Wife shall be responsible

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for any remaining balance owed to Estevez-Pazos Law Firm, P.A. Husband is responsible for his own attorneys fees.

13.2 Except as set forth in paragraph 13.1, each party will be responsible for his or her own attorney's fees incurred herein and the uncontested UCD.

ARTICLE XIV GENERAL PROVISIONS

- 14.1 Written Notice of Change of Information. Any parent shall give written notice to the other party (and, if paying child support through the State Disbursement Unit, to the State Disbursement Unit) by registered or certified mail of any intended change in the following information: (a) name, (b) marital status, (c) residence address, (d) mailing address, (e) home telephone number, (f) name of employer, (g) address of employment, or (h) work telephone number. Such written notice must be provided no later than thirty (30) days before a change of any of the foregoing information; provided, however, if the party does not know or could not have known of the change in sufficient time to provide such prior notice, the party shall provide written notice of the change on or before twenty-four (24) hours after the party learns of the change. The parent shall also notify the Court in writing within seven (7) days of any changes.
- 14.2 <u>Mutual Release</u>. Each party waives, releases and relinquishes any actual or potential right, claim or cause of action against the other party, including but not limited to asserting a claim against the estate of the other party or to act as a personal representative of such estate, except as otherwise provided for in this Agreement or arising hereunder.
- 14.3 <u>Resolution of Future Disputes</u>. 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 Agreement, that party shall make a good faith attempt to submit the dispute or controversy to mediation.
- 14.4 <u>Reconciliation</u>. 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.
- 14.5 <u>No Oral Agreements</u>. 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.
- 14.6 <u>No Waiver of Breach</u>. 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.

	14.7	Severability.	This	Agreement	1S	severable,	and	1İ	any	term	or	pro	vision	1S
Page	17 of 24								Wi	fe's In	iitia!	ls:	GC	
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determined to be unenforceable, this shall not render the remainder of the Agreement unenforceable.

- 14.8 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.
- 14.9 <u>Survival of Agreement; No Merger</u>. 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.
- 14.10 <u>Remedies for Enforcement</u>. 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.
- MEDIATION FEES: The mediation fees which are due and payable at the conclusion of the mediation shall be paid to the mediator Deborah Frankel, Esquire as follows: 100% by Husband. Should the mediation fees not be satisfied, the party failed to satisfy same shall be responsible for the collection of said mediation fee. In the event that it becomes necessary for any reason to construe or interpret this agreement, this agreement will be construed as jointly prepared and written by both parties hereto. The mediator Deborah Frankel, Esq., shall have no liability to either party for assisting in the preparation and drafting of this agreement. Both parties agree to release the mediator from any potential claims involving alleged errors, omissions, or future negative consequences stemming from the provisions herein and the preparation of this agreement.

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Mediated Marital Settlement Agreement
Calderon v. Calderon

Wife's Initials: GC

		DERON, certify that I have been open and honest in entering tisfied with this Agreement and intend to be bound by it.
		Alejandro Calderon Alejando Calderon (Jun 18, 2024 18:53 EDT) ALEJANDRO CALDERON
		LDERON, certify that I have been open and honest in entering tisfied with this Agreement and intend to be bound by it.
Dated:	18/06/24	
		Gwendolyn Calderon owendolyn Calderon Lun 18, 2024 1853 EDT) GWENDOLYN CALDERON

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EXHIBIT A TIME-SHARING SCHEDULE

- (1) By Mutual Agreement. The parents agree that it is in the best interest of the children for each of them to have frequent and continuing contact with the children, and the parents shall spend time with the children 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. However, in the absence of mutual agreement, the parents shall share time with the children as provided by this Time-Sharing Schedule. The parents understand that they are free to vary the times or days stated in the Time-Sharing Schedule if they both agree.
- (2) <u>School Calendar</u>. 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) Request for Schedule Change. A parent making a request for a schedule change will make the request as soon as possible, but in any event, except in cases of emergency, no less than 7 days before the change is to occur.
- (4) <u>Additional Costs</u>. A parent requesting a change of schedule shall be responsible for any additional child care, or transportation costs caused by the change.
- (5) <u>Time-Sharing During Periods Not Specified</u>. Mother shall have time-sharing with the children for any days, weekends, and overnights not specifically designated in this Time-Sharing Schedule.
- (6) <u>Father's Regular Timesharing Schedule</u>. The Father shall be entitled to overnight timesharing every other weekend with the minor children from Thursday with pick up at school until Sunday at 7:00 p.m. In addition, the Father shall be entitled to overnight timesharing with the minor children every Wednesday night from Wednesday pick up at school until Thursday morning drop off at school. The illustration below sets for the parties' regular timesharing schedule.

Mon Mother	Tues Mother	Wed Father	Thurs Mother	Fri Mother	Sat Mother	Sun Mother
Mother	Mother	Father	Father	Father	Father	Mother
Mother	Mother	Father	Mother	Mother	Mother	Mother
Mother	Mother	Father	Father	Father	Father	Mother

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(7) Holiday Timesharing Schedule.

- (a) Thanksgiving Break. The parties shall exercise the regular timesharing schedule during Thanksgiving Break. In odd numbered years, the Mother shall have the first half of the day with the minor children on Thanksgiving Day and the Father shall have the second half of the day with the minor children on Thanksgiving Day. The Parties shall alternate this schedule on even numbered years. The Thanksgiving Day shall be divided as follows: first half from 9:00 a.m. Until 4:00 p.m. and second half from 4:00 p.m. until 9:00 p.m.
- (b) Winter Break. The Parties shall exercise the regular timesharing schedule during Winter Break. On odd numbered years, the Father shall exercise timesharing with the minor children on Christmas Eve from 10 a.m. until the following Christmas morning at 10:00 a.m. and the Mother shall exercise timesharing with the minor children on Christmas Day from 10 a.m. until the following morning at 10 a.m. The parties shall alternate this schedule on even numbered years. On odd numbered years, the Mother shall exercise timesharing with the minor children on New Year's Eve from 10 a.m. until the following New Year's Day morning at 10 a.m. and the Father shall exercise timesharing with the minor children on New Year's Day from 10 a.m. until the following morning at 10 a.m. The parties shall alternate this schedule on even-numbered years.
- (c) Summer Break. The parties agree to follow the regular timesharing schedule during the summer break. Each parent shall be entitled to two weeks of uninterrupted timesharing with the minor children. By May 1st, each parent shall provide to the other parent their requested two weeks of the summer. If the requested two weeks conflict with one another. Mother gets priority on odd numbered years and Father gets priority on even numbered years.
- (d) Children's birthday. The parent entitled to timesharing based on the Regular Timesharing Schedule shall have the minor children for the birthday of either child, however the other parent shall be entitled to spend two (2) hours with the minor children if the birthday is on a school day and four (4) hours with the minor children if the birthday is on a non-school day.
- (e) <u>Father's Day Weekend</u>. The children shall spend the Father's Day holiday with the Father. This Holiday shall commence Sunday at 10:00 a.m. and shall conclude on Monday morning with drop off at school on a school day or at 10:00 a.m. on a non-school day.

Wife's Initials: GC Page 21 of 24 Mediated Marital Settlement Agreement Calderon v. Calderon

- (f) Mother's Day Weekend. The children shall spend the Mother's Day Holiday with the Mother. This Holiday shall commence Sunday at 10:00 a.m. and shall conclude on Monday morning with drop off at school on a school day or at 10:00 a.m. on a non-school day.
- (g) Memorial Day Weekend. The Father shall be entitled to timesharing with the minor children on Memorial Day Weekend on odd-numbered years commencing at school pick up on Friday and concluding at school drop off on Tuesday. The Mother shall be entitled to timesharing with the minor children on Memorial Day Weekend on even- numbered years commencing at school pick up on Friday and concluding at school drop off on Tuesday.
- (h) <u>Labor Day Weekend</u>. The Mother shall be entitled to timesharing with the minor children on Labor Day Weekend on even-numbered years commencing with school pick up on Friday and concluding at school drop off on Tuesday. The Father shall be entitled to timesharing with the minor children on Labor Day weekend on odd-numbered years commencing with school pick up on Friday and concluding at school drop off on Tuesday.
- (i) <u>Spring Break.</u> In odd-numbered years, the Father shall exercise timesharing with the minor children on Spring Break. On even-numbered years, the Mother shall exercise timesharing with the minor children Spring break. Spring Break shall be defined from Monday through Friday (school days where children will be off from school for the Break) and shall not include the weekends adjacent to the Break in order to not disturb the weekend rotation.
- (7) <u>Trading Holidays</u>. The parents may trade holidays for a given year based upon mutual written agreement. This shall not affect holidays for subsequent years.
- (8) Foreign and Domestic Travel.
- (a) Either parent may travel within the United States with the children during his or her time-sharing. The parent traveling with the children shall give the other parent at least 15 days written notice before traveling out of state unless there is an emergency, and shall provide the other parent with a detailed itinerary, including locations and telephone numbers where the children and parent can be reached at least 5 days prior to traveling. If the intended travel is in the State of Florida then, the parent traveling with the children shall give the other parent at least 48 hours written notice before traveling unless there is an emergency, and shall provide the other parent with a detailed itinerary, including locations and telephone numbers where the children and parent can be reached.
- (b) Either parent may travel out of the country with the children during his or her time-sharing with the other parent's prior written consent or court order. Consent shall not be unreasonably withheld. At least 30 days prior to traveling, the parent shall provide a detailed itinerary, including locations, and telephone numbers where the children and

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Calderon v. Calderon

Husband's Initials: Ac

parent may be reached during the trip. Each parent agrees to provide whatever documentation is necessary for the other parent to take the children out of the country for any international travel with consent or court order.

- (c) Passport. The parents shall cooperate with each other to have the passport for the children issued/renewed. Any costs associated with issuing or renewing the children's passports shall be equally split by the parties. The Mother shall hold the children's passports for safekeeping and will provide to the Father prior to the children traveling for any consented to/court ordered international travel. The Father shall return the passports to the Mother no later than 72 hours after returning from the trip.
- (9) <u>General Terms and Conditions</u>. Except as otherwise explicitly provided in this schedule, the terms and conditions of time-sharing with the children that apply regardless of the distance between the residence of a parent and the children are as follows:
- (a) <u>Transportation</u>. The parent beginning his or her time-sharing shall provide transportation for the children.
- (b) <u>Exchange</u>. Both parents shall have the children 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 children may proceed with other plans and activities.
- (c) <u>Location</u>. Exchanges shall be at school, camp, Mother's and Father's homes unless both parents agree to a different meeting place.
- (d) <u>Designation of Competent Adult</u>. Each parent may designate any competent adult to pick up and return the children, as applicable. A parent or a designated competent adult must be present when the children are picked up or returned.
- (e) <u>Personal Effects</u>. Each parent shall return with the children the personal effects that the children brought at the beginning of the period of time-sharing. Although each parent shall have clothing for the minor children at his/her home, neither parent will restrict the children from taking with him any articles of clothing or any electronics or items of personal effect to the other parent's home, however, the items are to be returned with the children.
- (f) <u>Notice to School and Other Parent</u>. If a parent's period of time-sharing with the children ends at the time school resumes and for any reason the children are not or will not be returned to school, such parent shall immediately notify the school and the other parent that the children will not be or has not been returned to school.
- (g) Activities and Homework and Other Provisions. Each party shall ensure that the children will attend regularly scheduled activities during the periods of time the children spends with him or her, including but not limited to any agreed upon

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extracurricular activities, any tutoring, therapy appointments or any other medical appointment for the children. Furthermore, each party shall ensure the children complete any homework, school projects, assigned reading and the like during his/her timesharing and the children.

(h) <u>Right of First Refusal</u>. In the event the party scheduled to have timesharing with the minor children will be unable to care for the children overnight, he/she shall provide the other parent with the right of first refusal prior to leaving the minor children in the care of a third party.

into thi	18/06/24	satisfied with this Agreement and intend to be bound by it.
		Alejandro Calderon Alejandro Calderon (Jun 18, 2014 1853 EDT) ALEJANDRO CALDERON
		ALDERON, certify that I have been open and honest in entering satisfied with this Agreement and intend to be bound by it.
Dated:	18/06/24	
		Gwendolun Calderon Gwendolyn Calderon Dun 18, 2024 1851 EDT) GWENDOLYN CALDERON

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Child Support Guidelines Worksheet Case Name: **Gwendolyn Calderon**

Most Overnight With

Scenario:

0

2

\$0.00

\$0.00

\$0.00

\$275.00

\$-19.98

\$23,688.16 \$7,465.98 \$16,222.18

\$0.00

\$0.00

\$0.00

\$141.20

\$13,777.82

Tax Credit With	2	2	0
Income	Combined	Mother	Father
Self Employment	\$0.00	\$0.00	\$0.00
Social Security	\$32,946.00	\$2,946.00	\$30,000.00
Other Taxable Income	\$0.00	\$0.00	\$0.00
Taxable Spousal Support	\$0.00	\$0.00	\$0.00
Non-Taxable Sp. Support	\$4,500.00	\$4,500.00	\$0.00
Other Non-Taxable Income	\$0.00	\$0.00	\$0.00
Gross Income	\$37,446.00	\$7,446.00	\$30,000.00
Deductions From Income			
Non Deductable Support	\$4,500.00	\$0.00	\$4,500.00
Deductable This Marriage	\$0.00	\$0.00	\$0.00
Deductable Prior Marriage	\$0.00	\$0.00	\$0.00
Taxes			
FICA - Social Security	\$1,010.35	\$182.65	\$827.70
FICA - Medicare	\$597.72	\$42.72	\$555.00
Self Employment Tax	\$0.00	\$0.00	\$0.00
Federal Income Tax	\$7,233.57	\$-520.35	\$7,753.92
St/Loc/Oth Tax	\$0.00	\$0.00	\$0.00
Other Net Income Deductio	ns		

\$0.00

\$0.00

\$0.00

\$416.20

\$13,757.84

Net Monthly Income

Mandatory Union Dues

Parents Health Ins

Total Deductions

Mandatory Retirement Pmts

Child Supp Ordered/Paid

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Guidelines	(SHARED)
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	Combined	Mother	Father
% of Shared Support	100%	31.52%	68.48%
Min. Child Support Need	\$3,255.00	\$1,025.98	\$2,229.02
Shared Support Need	\$4,882.50	\$1,538.96	\$3,343.54
Overnights	365	209.00	156.00
Overnight Percentage	100%	57.26%	42.74%
Payment Share to Other		\$657.75	\$1,914.51
Pre Adjustment Transfer		\$0.00	\$1,256.76
Costs			
Child Care Costs Pd.	\$0.00	\$0.00	\$0.00
Children's Health Ins. Pd.	\$156.00	\$0.00	\$156.00
UnCov Medical/Dental Pd.	\$0.00	\$0.00	\$0.00
Total Costs Paid	\$156.00	\$0.00	\$156.00
Day Care/Ins/Med/Den Sh	\$156.00	\$49.17	\$106.83
Day Care/Ins/Med/Den Adj		\$49.17	\$0.00
Presumed Amt Paid	SHARED	\$0.00	\$1,207.58
Deviation Factors		\$0.00	\$0.00
Adjusted Guidelines		\$0.00	\$1,207.58
☐ Manual CS Amount		0	0
Net Available Income An	alysis With Chi	ldren	
Available Income	\$23,688.16	\$8,673.57	\$15,014.60
Adjusted Affidavit Needs	\$0.00	\$0.00	\$0.00
Excess/Deficit	\$23,688.16	\$8,673.57	\$15,014.60
Net Available Income An	alysis Without	Children	
Adjusted Affidavit Needs	\$0.00	\$0.00	\$0.00
Net Monthly Income	\$23,688.16	\$7,465.98	\$16,222.18
Excess/Deficit	\$23,688.16	\$7,465.98	\$16,222.18



Child Support Guidelines Worksheet Case Name: **Gwendolyn Calderon**

Scenario:

Most Overnight With	1	1	0
Tax Credit With	1	1	0

Income	Combined	Mother	Father
Self Employment	\$0.00	\$0.00	\$0.00
Social Security	\$32,946.00	\$2,946.00	\$30,000.00
Other Taxable Income	\$0.00	\$0.00	\$0.00
Taxable Spousal Support	\$0.00	\$0.00	\$0.00
Non-Taxable Sp. Support	\$4,500.00	\$4,500.00	\$0.00
Other Non-Taxable Income	\$0.00	\$0.00	\$0.00
Gross Income	\$37,446.00	\$7,446.00	\$30,000.00
Deductions From Income			
Non Deductable Support	\$4,500.00	\$0.00	\$4,500.00
Deductable This Marriage	\$0.00	\$0.00	\$0.00
Deductable Prior Marriage	\$0.00	\$0.00	\$0.00
Taxes			
FICA - Social Security	\$1,010.35	\$182.65	\$827.70
FICA - Medicare	\$597.72	\$42.72	\$555.00
Self Employment Tax	\$0.00	\$0.00	\$0.00
Federal Income Tax	\$7,559.26	\$-194.65	\$7,753.92
St/Loc/Oth Tax	\$0.00	\$0.00	\$0.00
Other Net Income Deductio	ns		
Mandatory Union Dues	\$0.00	\$0.00	\$0.00
Mandatory Retirement Pmts	\$0.00	\$0.00	\$0.00
Parents Health Ins	\$416.20	\$275.00	\$141.20
Child Supp Ordered/Paid	\$0.00	\$0.00	\$0.00
Total Deductions	\$14,083.53	\$305.72	\$13,777.82
Net Monthly Income © Floridom, Inc. 1994 - 2024	\$23,362.47	\$7,140.28	\$16,222.18

Guidelines (SHARED)

` ,			
	Combined	Mother	Father
% of Shared Support	100%	30.56%	69.44%
Min. Child Support Need	\$2,106.00	\$643.59	\$1,462.41
Shared Support Need	\$3,159.00	\$965.39	\$2,193.61
Overnights	365	209.00	156.00
Overnight Percentage	100%	57.26%	42.74%
Payment Share to Other		\$412.61	\$1,256.06
Pre Adjustment Transfer		\$0.00	\$843.45
Costs			
Child Care Costs Pd.	\$0.00	\$0.00	\$0.00
Children's Health Ins. Pd.	\$78.00	\$0.00	\$78.00
UnCov Medical/Dental Pd.	\$0.00	\$0.00	\$0.00
Total Costs Paid	\$78.00	\$0.00	\$78.00
Day Care/Ins/Med/Den Sh	\$78.00	\$23.84	\$54.16
Day Care/Ins/Med/Den Adj		\$23.84	\$0.00
Presumed Amt Paid	SHARED	\$0.00	\$819.62
Deviation Factors		\$0.00	\$0.00
Adjusted Guidelines		\$0.00	\$819.62
■ Manual CS Amount		0	0
Net Available Income Ar	nalysis With Chi	ldren	
Available Income	\$23,362.47	\$7,959.90	\$15,402.57
Adjusted Affidavit Needs	\$0.00	\$0.00	\$0.00
Excess/Deficit	\$23,362.47	\$7,959.90	\$15,402.57
Net Available Income Ar	nalysis Without	Children	
Adjusted Affidavit Needs	\$0.00	\$0.00	\$0.00
Net Monthly Income	\$23,362.47	\$7,140.28	\$16,222.18
Excess/Deficit	\$23,362.47	\$7,140.28	\$16,222.18

Final MSA with Guidelines

Final Audit Report 2024-06-18

Created: 2024-06-18

By: deborah frankel (dnfrankel1017@gmail.com)

Status: Signed

Transaction ID: CBJCHBCAABAAsi0PZ5Gh6zStWEGntnVB-aii8zbexlpj

"Final MSA with Guidelines" History

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