

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO COUNTY, STATE OF FLORIDA
FAMILY LAW DIVISION

In re: The Marriage of:
PAUL OLSHESKI,
Petitioner/Husband,

Case Number: 2023-DR-006048-DRAXES
Section: L

and

MELISSA G. OLSHESKI,
Respondent/Wife.

_____ /

MEDIATED MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made between MELISSA G. OLSHESKI, “Wife” or “Mother,” and PAUL OLSHESKI, “Husband” or “Father,” and collectively, “Parties” or “Parents.”

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

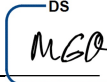
WHEREAS the Parties were married to each other on October 15, 2004, in Schenectady, New York;

WHEREAS there were two (2) children born of the union, to wit: Josie B. Olsheski, born on July 17, 2006 and Logan I. Olsheski, born May 6, 2009. 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 (“Agreement”);

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;

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Husband  ^{DS}

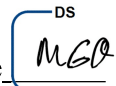
WHEREAS each of the Parties believes the terms herein to be fair, just and reasonable, and each has assented freely and voluntarily to the terms contained herein.

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. **PARENTING PLAN**: The Parties have entered into a Parenting Plan which they agree is in the best interest of their minor children. The Parenting Plan is attached hereto as **Exhibit B** and incorporated by reference.

B. **STATUS QUO AS TO SUPPORT**: Commencing with the execution of this Agreement and continuing until Husband vacates the Marital Residence and begins paying alimony and child support, as described below, Husband shall continue to pay the expenses related to the Marital Residence, health insurance for Wife, vehicle insurance on all vehicles, and any regularly recurring household expenses, such as utilities, food, and fuel, and agreed-upon child expenses (consent for which will not be unreasonably withheld), which Husband has traditionally paid. Each Party shall bear sole responsibility for his/her credit card expenditures unless agreed to by both parties in advance of incurring the expense. Husband shall not be responsible for Wife's personal expenses, or her credit card expenses, except as expressly described above.

C. **CHILD SUPPORT**: Because Husband is continuing to maintain the status quo as to support through the summer of 2024, child support payments will not begin until after J.B.O has emancipated. Commencing August 1, 2024, or Sept 1, 2024, whichever date Husband vacates the Marital Residence, Husband shall pay as child support for one child, the sum of \$340.00 per month to Wife on or before the 1st day of every month pursuant to the attached child support guidelines worksheet (Attached **Exhibit C**). Child support has been calculated using an alimony amount of \$3,879 due to the monthly payment of \$3,500 plus the \$50,000 lump sum alimony payment (calculated as \$379 per month if divided over the 132-month alimony period) as referenced in paragraph O, below. These payments shall be made directly to Wife by electronic funds transfer, which the Parties have determined is in the best interests of the minor child. Should Husband make any payment more than ten (10) days after it is due, Wife shall be

Wife  ^{DS}

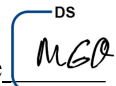
Husband  ^{DS}

entitled to entry of an ex parte income withholding order by affidavit and Husband shall bear responsibility for all fees assessed by the clerk's office. With the full execution of this Agreement, the Parties agree that there are no child support arrearages, and no retroactive child support is owed. Child support payments shall continue for the benefit of the minor child until he has reached his 18th birthday or has graduated from high school provided there is a reasonable expectation of graduation prior to his 19th birthday, whichever occurs last; or until the minor child dies, marries, enters the military service or becomes otherwise emancipated.

D. **HEALTH INSURANCE COVERAGE FOR MINOR CHILDREN:** The Husband shall carry the minor children on his health insurance plan 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 Husband shall provide the Wife with insurance and prescription cards and health provider information immediately upon his receipt of same.

E. **CHILDREN'S UNCOVERED MEDICAL EXPENSES:** The parents shall divide on a pro rata basis, pursuant to the Florida child support guidelines calculation (presently 40% Mother/60% Father), all reasonable medical, prescription, dental, orthodontic, psychological, chiropractic, massage, and optometry expenses incurred by and on behalf of the minor children not covered by insurance. The parent incurring the out-of-pocket expense shall provide receipts for the expenses to the other parent (in writing) within thirty (30) days of paying the expense as a condition to reimbursement. The reimbursing parent shall pay his/her share of reimbursable medical expenses within thirty (30) days of receiving a reimbursement request with accompanying itemization and/or receipts. If either parent 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 parent before engaging the medical professional.

F. **ALIMONY:** Because Husband is continuing to maintain the status quo as to support through the summer of 2024 as described above, alimony payments will begin August 1, 2024 or Sept 1, 2024, whichever date Husband vacates the Marital Residence. Husband shall pay to Wife non-modifiable durational alimony for a period of 132 months at the rate of \$3,500.00 per month. Alimony payments shall terminate upon final payment on the 132nd month, the death of either Party or the remarriage of Wife. This alimony is non-modifiable for any reason except

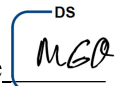
Wife 

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that Husband may seek to modify downward or terminate in the event Wife enters into a supportive relationship pursuant to Florida Statute. For so long as the Marital Residence Mortgage remains in the Husband's name, or Husband is otherwise liable, Husband shall pay the mortgage payment directly to the lender (presently in the monthly amount of \$2,545.89) as a partial payment of his alimony obligation, and the balance of Husband's alimony payment shall be paid directly to Wife (presently in the monthly amount of \$941.11). At such time as the Marital Residence Mortgage is no longer in Husband's name, Husband shall pay the full amount of alimony directly to Wife. Alimony payments shall be made directly to Wife on or before the 1st day of each month by electronic funds transfer. Provided Husband has been removed from all liability associated with the Marital Residence as described below, should Husband make any payment of alimony more than ten (10) days after it is due, Wife shall be entitled to entry of an ex parte income withholding order by affidavit and Husband shall bear responsibility for all fees assessed by the clerk's office. Until such time that Husband is no longer liable for the Marital Residence Mortgage, Wife is not entitled to an income withholding order. With the full execution of this Agreement, the Parties agree that there are no support arrearages, and no retroactive support is owed. Except as specifically set forth in this Agreement, each party hereby freely and voluntarily waives, now and for all time, any and all right to additional alimony of any kind, including but not limited to, retroactive, temporary, permanent, rehabilitative, bridge-the-gap, durational, and lump-sum under the existing or future laws of the State of Florida or any jurisdiction. Each party has considered this provision carefully and acknowledges and understands that this waiver is permanent and that under no circumstances whatsoever will either party have the right or ability to come back to the Court to seek any additional support from the other party.

G. **FEDERAL INCOME TAX AND CHILD TAX CREDITS:** For the 2023 tax year, the Parties have filed a joint income tax return. For the 2024 tax year and each year thereafter, the Parties shall file separate income tax returns.

Further, for the tax year 2024 and for each and every year thereafter, Wife shall be entitled to claim any federal child tax credits or dependency exemption for J.B.O., born 2006, and Husband shall be entitled to claim any federal child tax credits or dependency exemption for L.I.O., born 2009. At such time as one child may no longer be claimed, the Parties agree to alternate the federal child tax credits or dependency exemption for the remaining child, with

Wife 

Husband 


Wife claiming the child in even-numbered tax years and Husband claiming the child in odd-numbered tax years. The Parties agree to timely execute any documents required to effectuate this paragraph.

H. **LIFE INSURANCE FOR SUPPORT**: Commencing with the execution of this Agreement, and for so long as the Husband has an obligation to pay child support, Husband shall continue to carry and maintain and keep in full force and effect at all times a life insurance policy for the benefit of Wife in the minimum face amount of \$50,000.00. Upon written request from Wife, Husband shall provide annual proof of the insurance status, enforceability, beneficiary designation, payment status and any changes with respect to such policy that would impact this provision. Husband shall do nothing that would diminish the policy benefits to the Wife upon Husband's death prior to the termination of the child support obligation.

Further, Wife may, at her sole discretion and cost, purchase life insurance on Husband's life to secure alimony. Husband shall cooperate to facilitate Wife's option upon written notice of Wife's intent to secure life insurance by completing any paperwork required by the insurance company, including but not limited to providing medical records and sitting for a physical examination.

I. **SCHEDULE OF EQUITABLE DISTRIBUTION**: The Parties agree that all assets and liabilities shall be distributed pursuant to **Exhibit A**, Schedule of Equitable Distribution, attached hereto. Upon the full execution of this Agreement, Husband disclaims and shall otherwise convey to Wife all right, title and interest he may have in and to the items of tangible and intangible personal property distributed to Wife pursuant to **Exhibit A**, and the same shall be and hereafter remain Wife's sole and exclusive property, subject to the terms set forth herein. Upon the full execution of this Agreement, Wife disclaims and shall otherwise convey to Husband all right, title and interest she may have in and to the items of tangible and intangible personal property distributed to Husband pursuant to **Exhibit A**, and the same shall be and hereafter remain Husband's sole and exclusive property, subject to the terms set forth herein. Further, the Parties shall close any joint bank account(s) within thirty (30) days of the execution of this Agreement and equally divide any remaining balance.

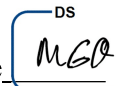
J. **REAL PROPERTY- MARITAL RESIDENCE**: The Parties are owners of the real property located at 28830 Falling Leaves Way, Wesley Chapel, Pasco County, Florida

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Husband  ^{DS}

("Marital Residence"). The Marital Residence is subject to a mortgage in favor of Roundpoint Mortgage in the approximate amount of \$116,387.00 ("Marital Residence Mortgage"). The Parties presently reside together in the Marital Residence. On or before July 1, 2024, Husband shall notify Wife in writing as to whether he will vacate the Marital Residence on or before August 1, 2024, or September 1, 2024. Wife shall have sole exclusive use and possession of said Marital Residence on the day after Husband is to vacate pursuant to his July 1, 2024, notice to Wife. Upon Husband vacating the Marital Residence, Wife shall be solely responsible for the Marital Residence Mortgage referenced herein, any and all taxes regarding the Marital Residence, homeowner's insurance, and any and all expenses associated with the Marital Residence. The Parties shall cooperate to transfer all utilities a minimum of thirty (30) days prior to Husband vacating the Marital Residence. Notwithstanding the above, for so long as Husband remains liable on the Marital Residence Mortgage, Husband shall pay the monthly mortgage payment directly to the lender on Wife's behalf and deduct same from the alimony payment as described in paragraph F, above. Upon Husband vacating the Marital Residence, Wife shall hold harmless and indemnify Husband from any and all liability related to said property, including but not limited to any attorney's fees and costs incurred in defending such action.

Wife shall remove Husband from all liability associated with the Marital Residence within thirty-six (36) months from the execution of this Agreement. Wife shall make every attempt to assume the existing mortgage, and she shall initiate the paperwork to do so within thirty (30) days of the execution of this Agreement. Husband shall cooperate to execute any documents necessary for Wife to assume the existing Marital Residence Mortgage upon Wife's written request. In the event Wife is unable to assume the Marital Residence Mortgage, she shall refinance, or sell the Marital Residence, or otherwise satisfy the mortgage, within thirty-six (36) months of the execution of this Agreement. Notwithstanding the thirty-six (36) month timeframe for Wife to remove Husband from the liability associated with the Marital Residence, in the event the alimony terminates prior to the Wife removing Husband from all liability associated with the Marital Residence, or in the event the monthly alimony payment is less than the monthly mortgage payment, Wife shall immediately refinance the mortgage, satisfy the mortgage, or sell the Marital Residence, removing Husband from all liability associated with same. In this event, if to protect his credit, Husband continues to make monthly mortgage payments that exceed his monthly alimony obligation to Wife, Husband shall be reimbursed at

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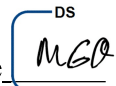
Husband  ^{DS}

the closing or refinancing of the Marital Residence for the amount paid to the lender in excess of his alimony obligation before Wife receives the net proceeds and Husband shall be entitled to interest on said payments at the statutory rate. Wife shall not encumber or otherwise take out any lien against the Marital Residence except to remove Husband from all liability associated with the Marital Residence. Husband shall execute a quitclaim deed in favor of Wife transferring his interest in the Marital Residence within ten (10) days of receipt of proof of Wife's satisfaction of the mortgage in full, Wife's assumption of the mortgage, at the closing on the sale of the Marital Residence or in the event of a refinance by Wife, upon written request from the refinancing agent at which time the quitclaim deed shall be held in trust by the refinancing agent until Husband is removed from all liability associated with the Marital Residence. If Wife fails to remove Husband from all liability associated with the Marital Residence Mortgage within the timeframe provided herein, Wife shall immediately place the Marital Residence on the market for sale at fair market value with a licensed realtor and the Court shall reserve jurisdiction to partition the Marital Residence. At such time as the Marital Residence is refinanced or sold, Wife shall retain all net proceeds, except as specifically described herein. In the event it becomes necessary for Husband to enforce the terms of this paragraph, then Husband shall be entitled to 100% of his reasonable attorney's fees, costs, and suit money, irrespective of need or ability to pay. Wife shall execute any document necessary for Husband to purchase his separate homestead property within ten (10) days of receipt of same from Husband in writing.

K. **MOTOR VEHICLES:**

(1) Wife shall retain the 2019 Ford Edge titled in Wife's sole name, and which is encumbered by loan in favor of GTE in the approximate amount of \$25,839. Husband waives any right, title and interest he may have in and to said vehicle. At such time as Husband vacates the Marital Residence, Wife shall hold harmless and indemnify Husband from any and all liability regarding said vehicle, including but not limited to the use and operation of said vehicle, insurance, repairs and maintenance and, including but not limited to any attorney's fees and costs incurred in defending such action.

(2) Husband shall retain the Cadillac CTS titled in Husband's sole name, and which is encumbered by a loan in favor of US Bank in the approximate amount of \$7,768 and the Ford F150, titled in Husband's sole name and which is not encumbered by a loan. Wife waives any

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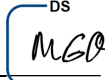
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right, title and interest she may have in and to said vehicle, and Husband shall hold harmless and indemnify Wife from any and all liability regarding said vehicles, including but not limited to the use and operation of said vehicles, insurance, repairs and maintenance and, including but not limited to any attorney's fees and costs incurred in defending such action.

(3) Wife shall retain the Chevy Malibu titled in Wife's sole name, and which is encumbered by loan in favor of GTE in the approximate amount of \$8,564 for the benefit of the Parties' oldest child. Wife shall bear responsibility for the payment of the loan in her name.

L. **HOUSEHOLD CONTENTS, JEWELRY, AND PERSONAL EFFECTS:** The Parties have reached a verbal agreement as to the division of their household contents, jewelry, and personal effects between themselves. If at the time the Husband vacates the Marital Residence, the Parties find they are unable to agree upon the division of their household contents, jewelry, and personal effects, the Parties agree to return to mediation to determine division of said property, and the Court reserves jurisdiction to determine the issue. Husband shall remove his property at such time as he vacates the Marital Residence. In the event neither Party has requested mediation in writing within sixty (60) days of Husband vacating the property, the Parties agree that all remaining property is Wife's and Husband waives his interest in same.

M. **SECURED AND UNSECURED DEBTS:** With the exception of the Marital Residence Mortgage, referenced elsewhere in this Agreement, the Parties have no other joint secured or unsecured debt. Any debts that Husband has or may have incurred in his own name not specifically referenced elsewhere in this Agreement shall be his sole responsibility and he shall indemnify and hold Wife harmless for the same, including but not limited to any attorney's fees and costs incurred in defending such action. Any debts that Wife has or may have incurred in her own name not specifically referenced elsewhere in this Agreement shall be her sole responsibility and she shall indemnify and hold Husband harmless for the same, including but not limited to any attorney's fees and costs incurred in defending such action. 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. If any unknown obligations exist as of the date of this agreement, the Party incurring the obligation shall bear sole responsibility for same. Each Party warrants that they have

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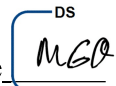
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disclosed all outstanding obligations to each other and that neither has incurred credit liability in the name of the other Party. Neither Party shall pledge the credit of the other in the future, and the Parties shall immediately close or transfer 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.

N. **WIFE'S BUSINESS AND BUSINESS INTERESTS:** Wife owns the business, All of the Above, LLC ("Business"). Wife also operates a personal training business and is a Mary Kay consultant. ("Business Interests"). Wife shall retain the business, business interests, and any and all assets and liabilities related to same. Upon the full execution of this Agreement, Husband waives any right, title and interest he may have in and to said business and business interests. Wife shall hold harmless and indemnify Husband from any and all liability related to said business and business interests, including but not limited to any attorney's fees and costs incurred in defending such action. Husband shall execute any documents necessary to effectuate this paragraph upon receipt of same from Wife.

O. **EQUALIZING PAYMENT:** Notwithstanding the equitable distribution payment reflected in **Exhibit A**, attached, as and for an equitable distribution equalizing payment, Husband shall pay to Wife the negotiated sum of \$65,000.00 (which includes \$50,000 lump sum alimony) as follows: \$5,000.00 shall be paid within ten (10) days of the execution of this Agreement, and the balance of \$60,000.00 shall be paid on or before August 1, 2024. This equitable distribution equalizing payment shall not be taxable to Wife nor deductible by Husband.

P. **CHILDREN'S 529 ACCOUNTS:** Husband is the owner of a 529 account for each child. The Parties agree that Wife shall be designated as the survivor of both accounts. Husband shall provide Wife with annual proof of the balance of each account within thirty (30) days of Wife's written request. Both accounts shall be used solely for the children's education unless the Parties agree otherwise in writing. Neither Party will utilize funds from either 529 account without agreement of the other Party. In the event that one of the children does not use all of the funds in their 529 account, the funds can be used for the other child, upon written

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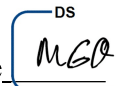
agreement of both Parties. Each child shall receive the remaining funds in his/her respective 529 account upon completion of his/her education unless agreed otherwise in writing by the Parties.

Q. **HUSBAND'S 401k**: Husband has a defined contribution plan through Fidelity, which is a 401(k), setup by Ultra Electronics, ("the Account"). Wife is hereby entitled to \$90,000.00 of said Account as of the date of segregation of Wife's benefits from the Account. There are no loans against this Account, and to the extent that there are, they shall not reduce Wife's share of the Account. The Court shall reserve jurisdiction to enter a Qualified Domestic Relations Order ("QDRO") to effectuate this transfer, if such an order is necessary. If a QDRO is necessary, the Parties agree to hire Matthew Lundy, Esq. to prepare the order, and Husband shall pay 100% of the cost of hiring the QDRO preparer. The Parties shall cooperate in providing whatever documents the QDRO preparer requests, including account statements. The Parties agree to re-execute any documents necessary to effectuate this paragraph at the request of the QDRO preparer.

R. **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.

S. **TAX ADVICE**: Husband and Wife both acknowledge that they have had the opportunity to be advised and independently counseled regarding possible tax implications that may occur as a result of this Agreement. The Parties further agree and acknowledge that neither attorney has given separate tax advice and that they understand the need to seek separate counseling or tax advice from a Certified Public Accountant or tax attorney and that they have had the opportunity to do so, and that upon the signing of this Agreement, he/she is satisfied with any tax implications or expressly waive his/her right to seek independent advice or counseling in this regard.

T. **WAIVER OF APPEARANCE AT FINAL HEARING**: Both Parties agree to waive thirty (30) day notice of the final hearing so that the final hearing may take place at the Court's earliest convenience. Both Parties expressly waive the statutory twenty (20) day waiting period and consent to the immediate entry of Final Judgment of Dissolution of Marriage. Notwithstanding the above, neither Party will schedule a final hearing to occur prior to the date

Wife 

Husband 

the Husband has vacated the Marital Residence and alimony has commenced. The Parties hereby state that they have entered into a valid and enforceable marital settlement agreement and they hereby consent to an expedited final hearing before a judge or general master and the waiver of all further notices and appearances herein, so long as the Court merely ratifies this Agreement and incorporates it into a Final Judgment of Dissolution of Marriage.

U. **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.

V. **ATTORNEYS' FEES AND COSTS**: Each Party shall be responsible for his/her own outstanding attorneys' fees and costs. The Parties shall continue to equally divide the cost of the joint neutral forensic accountant, Lisa Tillman, CPA. Husband shall bear sole responsibility for the mediator's fee for the mediation conducted on May 9, 2024 and again, on May 22, 2024.

W. **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.

X. **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.

Y. **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.

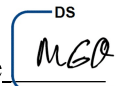
Z. **LEGAL INTERPRETATION**: The laws of Florida shall govern the validity, construction, interpretation and effect of this Agreement.

AA. **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.

BB. **MUTUAL RELEASE**: Except as otherwise provided herein, each Party waives, releases and relinquishes all rights that he or she may have or may hereafter acquire as the other Party's spouse under the present or future laws of any jurisdiction including, but not limited to, the following: Each Party releases the other from all claims and demands except causes of action for (a) dissolution of marriage and (b) any claims or demand authorized by and pursuant to the provisions of this agreement. This release and waiver shall include, but not be limited to, any and all rights of elective share, dower or curtesy or any interest in the estate of the other or any right of inheritance or distribution under the laws of intestacy of any state, territory or other jurisdiction. As of the date of the execution of this agreement, each Party waives all rights he or she has as the other Party's spouse to share in the other Party's estate, to act as executor or personal representative of the other Party's estate or to take against any will or codicil of the other Party.

CC. **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.

DD. **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

Wife  ^{DS}

Husband  ^{DS}

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.

EE. **RESERVATION OF JURISDICTION**: The Circuit Court of the Sixth Judicial Circuit in and for Pasco County, Florida shall reserve jurisdiction for enforcement of this Agreement as provided herein and the Final Judgment entered in connection herewith.

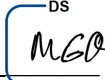
FF. **SELF-EXECUTING CLAUSE**: In the event that any of the papers agreed to be executed and delivered in furtherance of this Agreement are not executed and delivered within five (5) days of receipt of a written request for same, or as provided for within this Agreement, then it is agreed that the Final 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.

GG. **TITLE HEADINGS**: The title headings used in this Agreement are solely for convenience. The title headings do not constitute terms of this Agreement and shall neither expand, limit or modify the terms of this Agreement nor be considered to construe the intent of this Agreement or the parties hereto.

HH. **ELECTRONIC SIGNATURE**: Each party agrees that the electronic signatures of the parties included with this agreement are intended to authenticate this writing and have the same force and effect as handwritten signatures. For purposes of this agreement an electronic signature shall mean, a party's typed name or a digitally reproduced handwritten signature which is affixed to this agreement through an electronic signature service. The parties also agree that a fully executed copy of this agreement which is transmitted to the parties via electronic signature service, will be considered an original copy of this agreement.

II. **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. Husband has been represented by Scott Davis, Esq., and Wife has been represented by Allyson Hughes, Esq. Each Party has carefully read each provision of this Agreement and is completely aware of its contents and its legal effect.
- (2) This Agreement has been prepared by mediator, Tamlyn S. Sbar, Esq. acting as a scrivener at the request of the Parties. This Agreement should

Wife 


Husband 


be interpreted fairly and simply and not strictly for or against either of the Parties. This Agreement shall be construed as having been jointly drafted by both Parties. The rule of construction governing interpretation of contracts, construing ambiguities against the scrivener, or author, shall not be employed to interpret any ambiguities against Husband or Wife.

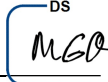
- (3) The Parties fully understand the facts as to their legal rights and obligations. Each is signing the Agreement freely and voluntarily, intending to be bound by it.
- (4) Each Party understands and agrees that this Agreement constitutes the entire contract between the Parties and supersedes any prior understanding or agreement. There are no representations or warranties other than those set forth in this Agreement.
- (5) 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.
- (6) Each Party has given careful and mature thought to the making of this Agreement and is executing this Agreement knowingly, intelligently and free from any duress, coercion, mental or emotional distress or undue influence.

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.

DocuSigned by:

 MELISSA G. OLSZESKI, Wife
 Date: 5/22/2024

DocuSigned by:

 PAUL OLSZESKI, Husband
 Date: 5/22/2024

Wife 

Husband 

Exhibit A

OLSHESKI v OLSHESKI
EQUITABLE DISTRIBUTION SCHEDULE
DATE OF FILING: 11/7/2023

REF NO.	ASSET/LIABILITY	OWNERSHIP / TITLE	ACCOUNT NO.	DATE OF FILING DATE	VALUE	UPDATED DATE	VALUE	NON-MARITAL HUSBAND	NON-MARITAL WIFE	TOTAL MARITAL	EQUITABLE DISTRIBUTION HUSBAND	EQUITABLE DISTRIBUTION WIFE
A	CASH ACCOUNTS:											
1	Truist Bank Joint Checking	Joint	2930	10/24/2023	\$ 6,528	5/6/2024	\$ 536	\$ -	\$ -	\$ 536	\$ 268	\$ 268
2	Truist Bank Joint Savings	Joint	4668	10/27/2023	33,795	5/6/2024	1,001	-	-	1,001	501	501
3	Optum Bank (Health Savings Acct)	Husband	3854	10/31/2023	16,766	3/31/2024	16,617	-	-	16,766	16,766	-
4	Truist Bank Savings	Daughter	1330	9/30/2023	2,650	3/29/2024	2,650	2,650	-	-	-	-
5	Truist Bank Savings	Son	7016	9/30/2023	2,880	3/29/2024	2,881	2,881	-	-	-	-
6	Bank of America	Husband	5643		Post DOF	4/15/2024	17,000	17,000	-	-	-	-
7	Capital One Checking	Husband	2161		Post DOF	5/5/2024	3,861	3,861	-	-	-	-
7a	2023 Bonus Recd 2024	Husband		net of tax	20,976		20,976	3,496	-	17,480	17,480	-
8	Capital One Savings	Husband	1251		Post DOF	4/30/2024	22,971	22,971	-	-	-	-
9	GTE Checking/Savings	Wife	2589/0896		Post DOF	4/30/2024	567	-	567	-	-	-
10	Logan Checking	Son/Wife			Post DOF	4/30/2024	140	-	140	-	-	-
11	Logan Savings	Son/Wife			Post DOF	4/30/2024	15	-	15	-	-	-
12	GTE Financial	Wife/Daughter	3815	10/31/2023	375	1/31/2024	733	-	733	-	-	-
13	NEST 529 Plan	Daughter	4902	9/30/2023	104,218	3/31/2024	114,792	114,792	-	-	-	-
14	NEST 529 Plan	Son	4901	9/30/2023	74,221	3/31/2024	87,598	87,598	-	-	-	-
					\$ 262,409		\$ 292,338	\$ 255,249	\$ 1,455	\$ 35,783	\$ 35,015	\$ 769
B	INVESTMENT ACCOUNTS:											
1	GE Stock	Wife	6085		\$ -		\$ 506	\$ -	\$ -	\$ 506	\$ -	\$ 506
					\$ -		\$ 506	\$ -	\$ -	\$ 506	\$ -	\$ 506
C	LIFE INSURANCE & ANNUITIES:											
1	American General Life Ins (\$1M Term)	Husband			TERM		TERM			TERM	to Husband	
2	American General Life Ins (\$1M Term)	Wife			TERM		TERM			TERM		to Wife
					\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D	RETIREMENT ACCOUNTS:											
1	Charles Schwab Contributory IRA	Husband	1445	10/31/2023	\$ 33,340	4/30/2024	\$ 30,881	\$ -	\$ -	\$ 30,881	\$ 30,881	\$ -
1a	Less: Tax effect				(6,668)		(6,948)	-	-	(6,948)	(6,948)	-
2	Fidelity Traditional IRA	Husband	4010	10/31/2023	393,863	4/30/2024	456,699	-	-	456,699	456,699	-
2a	Less: Tax effect				(78,773)		(102,757)	-	-	(102,757)	(102,757)	-
3	Ultra Electronics/Fidelity 401k	Husband	6017	10/31/2023	371,690	4/30/2024	459,753	17,060	-	442,693	352,693	90,000
3a	Less: Tax effect				(74,338)		(103,444)	(3,753)	-	(99,691)	(79,356)	(20,250)
4	Fidelity Traditional IRA	Wife	3937	10/31/2023	100,963	4/30/2024	113,682	-	-	113,682	-	113,682
4a	Less: Tax effect				(10,096)		(25,578)	-	-	(25,578)	-	(25,578)
					\$ 729,981		\$ 822,287	\$ 13,307	\$ -	\$ 808,980	\$ 651,212	\$ 157,854
E	REAL ESTATE:											
1	28830 Falling Leaves Way, Wesley Chapel			per Zillow	\$ 650,000	per appraisal	\$ 685,000	\$ -	\$ -	\$ 685,000	\$ -	\$ 685,000
2	Less: Roundpoint Mortgage		2183	9/1/2023	(126,688)	5/6/2024	(116,387)	-	-	(116,387)	-	(116,387)
					\$ 523,312		\$ 568,613	\$ -	\$ -	\$ 568,613	\$ -	\$ 568,613

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**OLSHESKI v OLSHESKI
EQUITABLE DISTRIBUTION SCHEDULE
DATE OF FILING: 11/7/2023**

REF NO.	ASSET/LIABILITY	OWNERSHIP / TITLE	ACCOUNT NO.	DATE OF FILING DATE	UPDATED DATE	VALUE	NON-MARITAL HUSBAND	NON-MARITAL WIFE	TOTAL MARITAL	EQUITABLE DISTRIBUTION HUSBAND	EQUITABLE DISTRIBUTION WIFE
F	BUSINESS INTERESTS:										
1	All of the Above, LLC	Wife				see Below	\$	see Below	see Below	\$	see Below
1a	GTE Financial Bank Accounts	AOTA	Various	10/31/2023	4/30/2024	505	-	720	505	-	505
1b	Less: Synovus CC/GTE CC	AOTA		per Wife	2/2024	(4,997)	-	(4,997)	(4,200)	-	(4,200)
1c	Less: SBA Loan	Wife	8205	10/8/2023	3/26/2024	(16,283)	-	(14,740)	(16,283)	-	(16,283)
2	Mary Kay	Wife				see Below	-	see Below	see Below	-	see Below
2a	GTE Fed Credit Union (Mary Kay)	Wife	Various	10/31/2023	4/30/2024	1,448	-	973	1,448	-	1,448
2b	First Bank /Citi Bank	Wife	0982/5461	per Wife	4/19/2024	(7,000)	-	(12,766)	(7,000)	-	(7,000)
3	Personal Trainer- Fitness Checking #0888	Wife			4/30/2024	64	-	64	No Value	-	No Value
	SUBTOTAL BUSINESS INTERESTS					\$ (25,530)	\$	\$ (30,746)	\$ (25,530)	\$	\$ (25,530)
G	AUTOMOBILES & VESSELS:										
1	2019 Ford Edge	Wife				\$ 20,100	\$	per KBB	\$ 20,100	\$	20,100
1a	Less: GTE Loan	Wife	0690	10/31/2023	4/30/2024	(28,554)	-	(25,839)	(28,554)	-	(28,554)
2	Malibu	Wife				18,000	-	18,000	-	-	-
2a	Less: GTE Loan	Wife	7361	9/24/2023	2/23/2024	(9,921)	-	(8,564)	-	-	-
3	Cadillac CTS	Husband				36,700	-	36,700	36,700	-	36,700
3a	Less: US Bank	Husband		10/26/2023	1/26/2024	(10,227)	-	(7,768)	(10,227)	-	(10,227)
4	Ford F150	Husband				1,650	1,650	-	-	-	-
	SUBTOTAL AUTOMOBILE & VESSELS					\$ 27,748	\$ 1,650	\$ 8,079	\$ 18,019	\$ 26,473	\$ (8,454)
H	TANGIBLE PERSONAL PROPERTY:										
1	Furniture & Furnishings					TBD	\$	20,000	\$ 20,000	\$	15,000
2	Jewelry					TBD	-	-	TBD	TBD	TBD
	SUBTOTAL TANGIBLE PERSONAL PROPERTY					\$ -	\$ 20,000	\$ -	\$ 20,000	\$ 5,000	\$ 15,000
I	LIABILITIES:										
1	Chase	Wife	3391	11/6/2023	5/6/2024	(1,486)	-	(586)	(1,486)	-	(1,486)
2	Bank of America	Wife				Post DOF	-	(2,300)	-	-	-
3	Chase	Husband	6073	11/9/2023	2/9/2024	(297)	-	(2,270)	(297)	(297)	-
	SUBTOTAL LIABILITIES					\$ (1,783)	\$	\$ (2,300)	\$ (1,783)	\$ (297)	\$ (1,486)
J	INCOME TAXES:										
1	Year (Liability)/Refund					\$ -	\$	-	\$ -	\$ -	\$ -
	SUBTOTAL INCOME TAXES					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TOTAL NET WORTH					\$ 1,516,137	\$ 1,702,121	\$ (23,512)	\$ 1,424,588	\$ 717,402	\$ 707,271

** Husband agrees to pay an equalizing payment of \$15,000

AMOUNT TO EQUALIZE ** (15,000)

PROPOSED EQUITABLE DISTRIBUTION \$ 702,402 \$ 722,271

Notes:

Minor Differences May Occur Due to Rounding.

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Exhibit B

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO COUNTY, FLORIDA

IN RE: The Marriage of:

PAUL OLSHESKI,
Petitioner/Husband,

Case No: 2023-DR-006048-DRAXES

and

Section: L

MELISSA G. OLSHESKI,
Respondent/Wife.

_____ /

MEDIATED PARENTING PLAN

This Parenting Plan is being submitted to the Court as an agreement by the Parties reached during mediation on May 22, 2024.

I. PARENTS

Respondent, hereinafter referred to in this Parenting Plan as Mother

Melissa Olsheski
28830 Falling Leaves Way, Wesley Chapel, Florida 33543
Telephone No.: (813) 368-3309
Email: mformich@gmail.com

Petitioner, hereinafter referred to in this Parenting Plan as Father

Paul Olsheski
28830 Falling Leaves Way, Wesley Chapel, Florida 33543^a
Telephone No.: (813) 469-5122
Email: simguywi@yahoo.com

II. CHILDREN: This parenting plan is for the following children born to the parties:

Name	Date of Birth
Josie B. Olsheski	07/17/2006
Logan I. Olsheski	05/06/2009

^a Father's residential address will change during the summer of 2024 pursuant to the Mediated Marital Settlement Agreement.

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III. 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. Sections 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.

IV. PARENTAL RESPONSIBILITY AND DECISION MAKING

1. Shared Parental Responsibility

It is in the best interests of the children that the parents exercise shared parental responsibility and 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. Either parent may consent to mental health treatment for the children.

2. Day-to-Day Decisions

Unless otherwise specified in this plan, each parent shall make decisions regarding day-to-day care and control of each child while the child is with that parent. Regardless of the allocation of decision making in this parenting plan, either parent may make emergency decisions affecting the health or safety of the children when they are residing with that parent. A parent who makes an emergency decision shall share the decision with the other parent as soon as possible.

3. Extra-curricular Activities

The parents must mutually agree to all extra-curricular activities.

Parties agree the minor child Logan currently plays hockey and attends church activities.

The parent with the minor children shall transport the minor children to and/or from all mutually agreed upon extra-curricular activities, providing all necessary uniforms and equipment within the parent's possession.

The costs of the agreed-upon extra-curricular activities, including uniforms and equipment, shall be paid by the parents as established by the Mediated Marital Settlement Agreement on a pro rata basis currently 60/40 [60% father/40% mother].

V. INFORMATION SHARING. Unless otherwise indicated or ordered by the Court:

Unless otherwise prohibited by law, each parent shall have access to medical and school records and information 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.

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

Both parents have equal rights to inspect and receive governmental agency and law enforcement records concerning the children.

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.

Both parents shall be listed as "emergency contacts" for the children.

Each parent has a continuing responsibility to provide a residential, mailing, and contact address and contact telephone number to the other parent. Each parent shall notify the other parent in writing within 24 hours of any changes. Each parent shall notify the court in writing within seven (7) days of any changes.

VI. SCHEDULING

1. School Calendar

On or before sixty (60) days before start of school, or as available if less than sixty (60) days, 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.

The parents shall follow the school calendar of Wiregrass Ranch High School in Pasco County.

2. Academic Break Definition

When defining academic break periods, the period shall begin at the end of the last scheduled day of classes before the holiday or break and shall end on the first day of regularly scheduled classes after the holiday or break.

3. Schedule Changes

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 48 hours before the change is to occur.

VII. TIME-SHARING SCHEDULE

1. Freedom to Vary Dates and Times. The parents agree that it is in the best interest of the children for both parents 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 in their 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 outlined below. Liberal timesharing is encouraged inasmuch as contact with both parents is important to the children. The parents further agree that during the period of time that Father is moving out of the marital residence and becoming situated in his new residence, his failure to exercise all of his time-sharing shall not constitute a substantial change of circumstances for purposes of modifying this Parenting Plan or Father’s child support obligation.

2. Weekday and Weekend Schedule. The following weekday and weekend schedule shall apply beginning immediately upon the parenting plan being signed by both parties and continue as set forth below. The illustration below reflects the parent with overnight time-sharing.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	Father	Father	Mother	Mother	Mother	Mother	Mother
Week 2	Father	Father	Mother	Mother	Father	Father	Father
Week 3	Father	Father	Mother	Mother	Mother	Mother	Mother
Week 4	Father	Father	Mother	Mother	Father	Father	Father

3. Holiday Schedule

Parents can mutually agree to holidays. In the event they do not agree, the following shall apply. Holiday time-sharing shall be in accordance with the following schedule. The

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Holiday schedule will take priority over the regular weekday, weekend, and summer schedules.

<u>Holidays</u>	<u>Even Years</u>	<u>Odd Years</u>	<u>Every Year</u>	<u>Begin/End Time</u>
Mother's Day			Mother	9:00 am -9:00 am the following morning.
Father's Day			Father	9:00 am -9:00 am the following morning.
President's Day	Mother	Father		9:00 am -9:00 am the following morning.
M. L. King Day	Father	Mother		9:00 am -9:00 am the following morning.
Easter	Mother	Father		9:00 am – 2:00 pm (Even Yrs); 2:00 pm to 9:00 pm (Odd Yrs).
Memorial Day Wkd	Mother	Father		After school on Friday until return to school Tuesday morning.
Labor Day Wkd	Father	Mother		After school on Friday until return to school Tuesday morning.
Columbus Day Wkd	Mother	Father		After school on Friday until return to school Tuesday morning.
Halloween	Mother	Father		9:00 am -9 am the following morning.
Thanksgiving	Father	Mother		9:00 am – 2:00 pm (Even Yrs); 2:00 pm to 9:00 pm (Odd Yrs).
Christmas Eve	Father	Mother		9:00 am on 12/24 until 10:00 a.m. on 12/25.
Christmas Day	Mother	Father		10:00 a.m. on 12/25 until 9:00 a.m. on 12/26.

Veteran's Day	Mother	Father	9:00 am -9 am the following morning.
Fourth of July	Mother	Father	9:00 am on 7/4 – 9:00 am on 7/5.
Children's Birthdays:			
Josie	Mother	Father	9:00 am -9 am the following morning.
Logan	Father	Mother	Equally divide the time the child is out of school on the birthday.
Mother's Birthday		Mother	9:00 am -9:00 am the following morning.
Father's Birthday		Father	9:00 am -9:00 am the following morning.

4. Winter Break

Parties can mutually agree to Winter Break. If they cannot agree, the following schedule shall apply. Except for the Christmas Eve and Christmas Day schedule, the parties shall divide the Winter Break in half and on odd-numbered years Father shall have the first half and Mother shall have the second half; and in even-numbered years, the schedule shall reverse.

5. Spring Break

The parents can mutually agree to Spring Break. If they cannot agree, the following shall apply. The parents shall alternate the entire Spring Break with Mother having the children during the odd-numbered years and Father having the child during the even-numbered years.

6. Summer Break

The parents shall follow the regular schedule through the summer. Each parent shall have two (2) uninterrupted weeks of summer vacation time, which may be exercised consecutively or non-consecutively. In the event that the parents both wish to exercise this provision at the same time, Father's preference controls in odd-numbered years and Mother's preference controls in even-numbered years. A parent cannot select to exercise

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their uninterrupted summer vacation time that interferes the other parent's time-sharing for Fourth of July, Father's birthday, Mother's birthday, or J.B.O.'s birthday.

7. Number of Overnights

Based upon the time-sharing schedule, Mother has a total of 182.50 overnights per year and Father has a total of 182.50 overnights per year.

VIII. TRANSPORTATION AND EXCHANGE OF CHILDREN

1. Transportation

The parent beginning their time-sharing shall provide transportation for the children.

Also, the parties acknowledge the children may need transportation to and from school and extracurricular activities. Each parent shall have right of first refusal to transport the children to and from school and extracurricular activities over a third party.

2. Exchange

Both parents shall have the children ready on time. Exchanges shall be at the children's schools (during drop off or pick up) or the parents' homes unless both parents agree to a different meeting place.

3. Transportation Costs

Each parent shall pay their own transportation expenses associated with their time-sharing with the children.

4. Foreign and Out-Of-State Travel

Either parent may travel within the United States with the children during his/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 7 days before traveling.

Either parent may travel out of the country with the children during his/her time-sharing. At least 30 days prior to traveling, the parent shall provide a detailed itinerary, including locations, and telephone numbers where the children and 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. Each parent shall comply with any and all actions requested by the other parent to procure United States passport(s) for the children within seven (7) days of a written request from the other parent. The parent requesting to procure passport(s) for the children shall pay all costs associated with procuring same. When not in use, the parent who paid the expenses for the passport(s) shall maintain them. In the event that the other parent wishes to use the passport(s) for international travel authorized by this Parenting Plan, the parent maintaining the passport(s) shall provide them to the other parent within five (5) days of a written request.

IX. EDUCATION

1. **School designation.**

It is the parents' express intention that L.I.O. attend Wiregrass Ranch High School until such time that he graduates from high school. So long as the Mother's residential address is zoned for Wiregrass Ranch High School, Mother's address shall be designated for school enrollment purposes. In the event that Mother moves outside of the zone for Wiregrass Ranch High School but Father resides in the zone/district for Wiregrass Ranch High School, then Father's address shall be used. In the event that neither parent resides in the zone/district for Wiregrass Ranch High School, then the parents must mutually agree to which high school L.I.O. attends.

X. DESIGNATION FOR OTHER LEGAL PURPOSES

The children named in this parenting plan are scheduled to reside equally with both parents. This designation is **SOLELY** for purposes of all other state and federal laws which require such a designation. This designation does not affect either parent's rights and responsibilities under this parenting plan.

XI. COMMUNICATION

1. **Between Parents**

All communications regarding the children shall be between the parents. The parents shall not use the children as messengers to convey information, ask questions, or set up schedule changes. The parents may communicate with each other in person, by telephone, by email, or by text messaging.

2. **Between Parent and Children**

Both parents shall keep contact information current. 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, video-conferencing equipment and software or other wired or wireless technologies or other means of communication to supplement face to face contact.

3. Cost of Electronic Communication

Father shall pay for the agreed-upon costs associated with the cellular telephones and cellular telephone plans for the minor children.

XII. CHILD CARE

All childcare providers must be agreed upon by both parents, consent for which shall not be unreasonably withheld.

Each parent shall have first of right refusal anytime they are unable to care for a child overnight. A parent utilizing the right of first refusal shall not constitute a substantial change of circumstances for purposes of a modification of the parenting plan or child support.

XIII. CHANGES OR MODIFICATIONS OF THE PARENTING PLAN

Temporary changes to this parenting plan may be made informally without a written document; however, if the parties dispute the change, the parenting plan shall remain in effect until further order of the Court.

Any permanent changes to the parenting plan must be agreed-upon by the parents in writing and the agreement must be signed by both parents and filed with the Court. If the parents do not agree to a permanent change to the parenting plan, then a modification must be sought through the filing of a supplemental petition for modification.

XIV. RELOCATION

Any relocation of the children is subject to and must be sought in compliance with section 61.13001, Florida Statutes.

XV. DISPUTES OR CONFLICT RESOLUTION

The parents shall attempt to cooperatively resolve any disputes which may arise over the terms of the Parenting Plan. The parents may wish to use mediation or other dispute resolution methods and assistance, such as Parenting Coordinators and Parenting Counselors, before filing a court action.

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SIGNATURES OF PARENTS

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

Dated: 5/22/2024

DocuSigned by:
Melissa G. Olszeski
MELISSA G. OLSHESKI

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

Dated: 5/22/2024

DocuSigned by:
Paul Olszeski
PAUL OLSHESKI

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Exhibit C

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT,
IN AND FOR PASCO COUNTY, FLORIDA

Paul Olsheski
Petitioner
and
Melissa Olsheski
Respondent

Case No.: _____
Division: _____

Child's name	Date of Birth	Child's name	Date of Birth
Logan _____	_____		

CHILD SUPPORT GUIDELINES WORKSHEET SUBSTANTIAL TIME-SHARING			
TIME-SHARING WORKSHEET			
No. of children for shared parenting: <u>1</u>	A. Paul	B. Melissa	TOTAL
1. Present Net Monthly Income From Florida Form 902b or 902c In 27. (see <i>Income Attachment</i>)	11,697	6,685	18,382
2. Basic Monthly Obligation[from child support guidelines chart] There is (are) <u>1</u> minor child(ren) common to the parties.			1,856
3. Percent of Financial Responsibility [Line 1A / Total for Paul, line 1B / Total for Melissa]	63.63 %	36.37 %	
4. Share of Basic Monthly Obligation [Ln 2 X In 3A for Paul, In 2 X In 3B for Melissa]	1,181	675	
Lines 5 through 9 are not used on substantial time-sharing			
Substantial Time-Sharing (GROSS UP METHOD) If the noncustodial parent exercises time-sharing at least 20 percent of the overnights in the year (73 overnights in the year), complete Nos. 10 through 21			
10. Basic Monthly Obligation x 150% [Multiply line 2 by 1.5]			2,784
	A. Paul	B. Melissa	TOTAL
11. Increased Basic Obligation for each parent [Ln 10 X In 3A for Paul's share, In 10 X In 3B for Melissa's share]	1,771	1,013	
12. Percentage of overnight stays with each parent The child(ren) spend(s) <u>183.0</u> overnight stays with Paul each year. [multiply by 100/365 for In 12A] The child(ren) spend(s) <u>182.0</u> overnight stays with Melissa each year. [multiply by 100/365 for In 12B]	50.14 %	49.86 %	
13. Parent's support multiplied by other Parent's pct of overnights. [Ln 11A X 12B for 13A, 11B X 12A for 13B]	883	508	
Additional Support - Health Insurance, Child Care & Other			
14a. Total Monthly Child Care Costs [Child care costs should not exceed level required, 61.30(7)]			0
14b. Total Monthly Child(ren)'s Health Insurance Cost [Only amounts actually paid for health insurance on child(ren)]			94
14c. Total Monthly Child(ren)'s Noncovered Medical, Dental and Prescription Medication Costs			0
14d. Total Monthly Child Care & Health Costs [Add lines 14a + 14b + 14c]			94
15. Additional Support Payments [Ln 14d X 3A for Paul's share, Ln 14d X 3B for Melissa's share]	60	34	

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Petitioner name: Paul Olsheski

Case No.

Statutory Adjustments/Credits			
16a. Monthly child care payments actually made	0	0	
16b. Monthly health insurance payments actually made	94	0	
16c. Other payments/credits actually made for any noncovered medical, dental and prescription medication expenses of the child(ren) not ordered to be separately paid on a percentage basis. [See Sec 61.30 (8), Florida Statutes]	0	0	
17. Total Support Payments actually made [Add 16a through 16c]	94	0	
18. Total Additional Support Transfer Amount [Line 15 minus line 17; Enter any negative number as zero]	0	34	
19. Total Child Support Owed from Paul to Melissa [Lines 13A + 18A]	883		
20. Total Child Support Owed from Melissa to Paul [Lines 13B + 18B]		542	
21. Presumptive Child Support to Be Paid [Comparing In 19 to 20, Subtract smaller amount from larger]	\$ 341 -or- \$		

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

a. **Deviation from the guidelines amount is requested.** The Motion to Deviate from Child Support Guidelines Florida Supreme Court Approved Family Law Form 12.943, is attached.

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

Date: _____

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Petitioner name: Paul Olsheski

Case No.

CHILD SUPPORT GUIDELINES INCOME ATTACHMENT		
	A. Paul	B. Melissa
PRESENT MONTHLY GROSS INCOME:		
1. Gross salary or wages per month	21,028	3,287
2. Alimony from this case per month	0	3,879
3. TOTAL PRESENT MONTHLY GROSS INCOME	21,028	7,166
PRESENT MONTHLY DEDUCTIONS:		
4. Federal, state, and local income taxes per month	4,057	229
5. FICA or self-employment taxes per month	871	204
6. Medicare payments per month	344	48
7. Health insurance not for children per month	180	0
8. Alimony from this case per month	3,879	0
9. TOTAL MONTHLY DEDUCTIONS	9,331	481
10. PRESENT NET MONTHLY INCOME (Guideline Worksheet line 1)	11,697	6,685
11. # children for child tax credit (information only)	1	0

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