

1 IN THE CIRCUIT COURT FOR THE FOURTEENTH JUDICIAL CIRCUIT
IN AND FOR JACKSON COUNTY, FLORIDA

IN RE: The Marriage of

ADRIAN STALEY,

Husband,

and

CASE NO: 20-364-DR

QUINTINA ROULHAC-STALEY,

Wife.

_____ /

**REPORT AND RECOMMENDATION ON WIFE'S PETITION FOR
DISSOLUTION OF MARRIAGE AND HUSBAND'S COUNTER-PETITION FOR
DISSOLUTION OF MARRIAGE**

heard on October 13, 2021, at 9:00 a.m. Central Time; with a Case Management Conference heard on May 11, 2022, at 1:30 p.m., Central Time.

The General Magistrate submits this Report and finds the parties:

- _____ a. Waive filing Exceptions to this Report. The ORDER & REPORT will be distributed after filing. This cause may proceed without delay.
- _____ b. Agree any Exceptions must be filed within 10 days after the ORDER & REPORT is filed and distributed. This cause may proceed without delay.
- X c. Must file Exceptions within 10 days after this Report is filed and served. The ORDER is delayed 10 days.

This hearing was recorded electronically by the General Magistrate.

REVIEW OF THE GENERAL MAGISTRATE'S REPORT SHALL BE BY EXCEPTIONS. SEE RULE 12.490(f). A RECORD, WHICH INCLUDES A TRANSCRIPT OF THE PROCEEDINGS, MAY BE REQUIRED TO SUPPORT TIMELY EXCEPTIONS TO THIS REPORT.

WHEREFORE, the GENERAL MAGISTRATE submits this Report to the undersigned Circuit Judge.

THIS CAUSE came before the Court for final hearing on the Wife's Petition for Dissolution of Marriage and on the Husband's Answer and Counter-Petition for Dissolution of Marriage. Both parties appeared before the Court represented by counsel and testimony was taken in this matter. The Court received evidence and testimony and observed the demeanor and evaluated the credibility of each witness. It relied on the observations and evaluations in determining the facts recited below. Based on the testimony and evidence presented, the Court finds that it has jurisdiction over the parties, the minor child and the subject matter herein. The Court further finds the following:

1. The parties were married on July 2, 2016 and last cohabited as husband and wife in Marianna, Jackson County, Florida until November 2020.

2. During the course of the marriage, the parties had one minor child, to wit: A.A.S., born April 2018. The Wife is not pregnant, and no further children are contemplated.

3. The parties have been residents of the State of Florida for at least six (6) months prior to the filing of the Petition for Dissolution of Marriage and the Counter-Petition for Dissolution of Marriage.

4. The marriage between the parties is irretrievably broken and is hereby dissolved, and each spouse is restored to the status of being single and unmarried.

5. At the commencement of the hearing, the parties stipulated to issues relating to parental responsibility and timesharing of the minor child. Thus, the Court

was left to resolve issues relating to an equitable distribution of the marital estate, child support, attorney's fees and alimony.

6. Based on the stipulation of the parties, the parties shall exercise shared parental responsibility of the minor child, A.A.S., born April 2018. The parties shall abide by the Shared Parenting Rules which are attached hereto and incorporated herein as Exhibit A. The parties shall abide by the Parenting Plan and Time Sharing Schedule which are attached hereto and incorporated herein as Exhibits B and C.

7. The Husband currently provides health insurance coverage for the benefit of the minor child. The Husband shall continue to maintain health insurance coverage for the benefit of the minor child so long as the same is reasonably available to him. The parties shall equally divide all medical, doctor, drug, optical, psychological, dental, orthodontic and prescription expenses including any deductible incurred on behalf of the minor child not otherwise covered by insurance or other assistance. Any uncovered expense incurred by one party for the benefit of the minor child shall be provided to the other party within thirty (30) days of the rendition of services. The other party shall then have thirty (30) days from receipt of such notice to reimburse of other party for his or her share of the expense.

8. The Wife shall claim and declare the minor child, A.A.S., born April 2018, as a dependent and for earned income credit on her federal and/or state income tax returns every odd numbered year commencing with the 2021 tax year. The Husband shall claim and declare the minor child, A.A.S., born April 2018, as a dependent and for earned income credit on his federal and/or state income tax returns every even numbered year

commencing with the 2022 tax year. The party entitled to the child tax care credit for a given tax year shall also receive any monthly government payment/stimulus for the child given during that year. The parties shall both execute the necessary documents/forms to opt out of the federal funds being paid to parents on a monthly basis beginning in December 2021 and each month thereafter. The information presented at the Case Management Conference showed that the Husband claimed the minor child for the 2021 tax year. The parties' agreement, presented on the record at the Final Hearing, was that the Wife would claim the minor child for 2021(odd-numbered years) and the Husband would claim the child for even-numbered years. The Husband should file an Amended 2021 income tax return.

9. The Court finds that each party is gainfully employed at this time. The Wife is employed with the Department of Children and Families as a Counselor. The Wife earns a gross monthly income of \$2,934.45 with a corresponding net monthly income of \$2,118.81. The Wife pays \$250.01 for her monthly health insurance and the health insurance for her child from a prior relationship. The Wife has a mandatory three percent retirement contribution of \$88.03 per month.

The Husband is employed with the Department of Children and Families as an Adult Protective Investigator. The Husband earns a gross monthly income of \$3,117.25 plus \$700.00 a month from his preaching assignment for a total gross monthly income of \$3,817.25 with a corresponding net monthly income of \$2,961.92. The Husband pays \$110.74 per month for his health insurance coverage and \$190.74 per month for the minor child's health insurance coverage. The Husband has a mandatory three percent

retirement contribution of \$93.52 per month. Although the Wife argued that the Husband received additional income from occasional overtime or in kind reimbursement of expenses from his employer such as mileage reimbursement, the Court does not find that the Husband receives overtime pay on a regular and consistent basis or that any such reimbursement reduces the Husband's monthly living expenses to warrant inclusion of such in his gross monthly income. Additionally, the Court does not find that the Husband receives overtime pay or such reimbursement on a regular or consistent basis to include in his gross monthly income.

Based on the child support guidelines, the Husband shall pay child support to the Wife for the benefit of the minor child in the sum of \$40.61 per month beginning November 30, 2021 and on the thirtieth (30th) day of each month thereafter. A copy of the Child Support Guideline Worksheet is attached hereto and incorporated herein as Exhibit D. The Husband shall pay his child support obligation through an income deduction order to the State of Florida Disbursement Unit, Post Office Box 8500, Tallahassee, Florida 32314-8500. The Husband shall be responsible for any handling fee. The Husband's support obligation shall be subject to modification upon the occurrence of one of the following events with regard to the minor child: (a) the death of the child; (b) attainment of his 18th birthday, or up to his 19th birthday so long as the child is in fact dependent, between the ages of 18 and 19, still in school, and performing in good faith with a reasonable expectation of graduation before the age of 19; (c) the valid marriage of a child; (d) lawful entry of a child into the military service of the United States of America for a continuous period of time of one year or more; (e) a child becoming self-

supporting by permanent and full-time employment, exclusive of holidays and vacation; or (f) further order of this Court. The Court further finds that there is no child support arrearage as of the date of the Final Hearing. However, at the Case Management Conference it was determined that the Husband has not paid child support since the Final Hearing. A child support arrearage has accrued in the amount of \$284.27. (7 months at \$40.61 per month equals \$284.27). The Husband shall repay this arrearage directly to the Wife, in 6 monthly payments of \$47.38 beginning June 30, 2022. Each party shall pay one-half of the minor child's daycare expense directly to the daycare provider.

10. Each of the parties owned separate, non-marital property prior to the marriage. In addition, each party has separate, non-marital liabilities. Each of the parties shall receive his or her separate non-marital property or liability as outlined below free and clear of any claim from the other party:

NON-MARITAL ASSETS AND LIABILITIES

NON-MARITAL ASSET/LIABILITY	RECIPIENT
<u>Assets</u>	
Regions Bank Checking Account (9633)	Husband
Tyndall Federal Credit Union Savings Account	Husband
Residence, Riverview Road, Marianna, Florida	Wife
Gerber Life Insurance	Wife
All In Credit Union Bank Account	Wife
2003 Toyota Corolla	Wife
<u>Liabilities</u>	
Habitat for Humanity Mortgage	Wife

Wife's Stafford Student Loans	Wife
Exeter Finance	Husband
Husband's Student Loans (Non-Marital Portion - \$34,590.84)	Husband

11. The parties acquired various assets and liabilities during the course of the marriage which should be equitably divided by the Court. The Court finds that the appropriate division of the marital assets and liabilities should be equal or fifty-fifty. The values assigned by the Court to the assets and liabilities based on the evidence presented during the hearing is opposite each listed asset or liability as well as the recipient of the asset or liability pursuant to the Court's order:

MARITAL ASSETS AND LIABILITIES

ASSET/LIABILITY	VALUE	RECIPIENT
<u>Assets</u>		
Westgate Timeshare	\$10,000.00	Husband
Mortgage Reduction During Marriage	\$4,000.00	Wife
Husband's State of Florida Retirement Benefits (Marital Portion)	QDRO	Husband/Wife
Wife's Fidelity 403(B)	\$500.00	Wife
2017 Ford F-150 Pick Up Truck	\$41,060.00	Husband
2017 Dodge Ram 1500 Pick Up Truck	\$0	Wife Sold During Pendency of Action
2019 Hyundai Santa Fe	\$25,249.00	Wife
Boat	\$300.00	Husband

Household Furniture	\$0	Evenly Divided
<u>Liabilities</u>		
Westgate Timeshare	\$10,542.51	Husband
Hyundai Motor Finance	\$34,614.66	Wife
PNC Bank - 2017 Dodge Ram 1500 Truck	\$0	Wife Sold
Santander - 2017 Ford F-150 Truck	\$30,902.46	Husband
Husband's Navient Student Loans (Marital Portion)	\$34,000.00	Husband
Discover (9626)	\$14,650.00	Wife
Wal-Mart	\$1,417.00	Wife
Capital One (2506)	\$3,429.03	Wife
Victoria's Secret (9993)	\$119.50	Wife
Midland Credit	\$4,750.00	Wife
Capital One (6061)	\$0	Wife
First Premier Bank	\$1,058.00	Wife
Credit One	\$205.00	Wife

12. Based on the division of the assets and liabilities set forth above, the Husband received assets worth \$51,360.00 and liabilities of \$75,444.97 for a net distribution of (\$24,084.97), and the Wife received assets worth \$29,749.00 and liabilities of \$60,243.19 for a net distribution of (\$30,494.19). In order to effectuate an equitable distribution of the marital estate, the Husband shall pay the Wife an equalization payment of \$3,204.61 within six (6) months of the entry of the Final Judgment of Dissolution of Marriage.

13. The Wife shall receive one-half (½) of the Husband's retirement benefits in the State of Florida Retirement Plan or Account which the Husband accumulated or

received during the marriage as a result of his employment with State of Florida, utilizing retirement Option 1 under Section 121.091(6) of the Florida Statutes without taking into account any early retirement penalty for his total creditable service through the date of the filing of the dissolution of marriage action. The Court retains jurisdiction to enter a Qualified Domestic Relations Order (QDRO) to facilitate the Wife receiving one-half (½) of the Husband's retirement benefits which have accrued to the Husband during the marriage while the Husband was employed with the State of Florida.

14. Each party shall be responsible for his or her own attorney's fees and costs incurred herein.

15. The Wife's request for alimony is denied in all forms. The Wife failed to present sufficient evidence to support her need for alimony as well as the Husband's ability to pay alimony. The Court further finds that this is a short term marriage, and there is not a substantial disparity in the parties' income. After consideration of the relevant statutory factors set forth in Section 61.08 of the Florida Statutes, the Court finds that an award of alimony in any form is not supported by the testimony and evidence presented in this matter.

16. The Wife testified that she desires for the Court to restore her maiden name, to wit: Quintina Shawon Roulhac.

17. The Court reserves jurisdiction to enter such other and further orders as it may deem necessary and proper.

Based on the above findings, the General Magistrate recommends as follows:

A. That the parties' marriage be dissolved, the parties be restored to the status of being single, and a Final Judgment of Dissolution of Marriage be entered.

B. That the parties have shared parental responsibility over the minor child, A.A.S., born April 2018. The parties shall abide by the Shared Parenting Rules which are attached hereto and incorporated herein as Exhibit A.

C. That the parties shall exercise an equal time-sharing arrangement with the minor child on a week-to-week basis with the exchange every Monday.

D. That the parties shall abide by the Parenting Plan and Time-Sharing Schedule which are attached hereto and incorporated herein as Exhibits B and C.

E. That the Husband shall continue to maintain health insurance coverage for the benefit of the minor child so long as the same is reasonably available to him. The parties shall equally divide all medical, doctor, drug, optical, psychological, dental, orthodontic and prescription expenses including any deductible incurred on behalf of the minor child not otherwise covered by insurance or other assistance. Any uncovered expense incurred by one party for the benefit of the minor child shall be provided to the other party within thirty (30) days of the rendition of services. The other party shall then have thirty (30) days from receipt of such notice to reimburse of other party for his or her share of the expense.

F. That the Wife shall claim and declare the minor child, A.A.S., born April 2018, as a dependent and for earned income credit on her federal and/or state income tax returns every odd numbered year commencing with the 2021 tax year. The Husband shall claim and declare the minor child, A.A.S., born April 2018, as a dependent and for

earned income credit on his federal and/or state income tax returns every even numbered year commencing with the 2022 tax year. Based on the information presented at the Case Management Conference, the Husband shall file an Amended 2021 tax return. The party entitled to the child tax care credit for a given tax year shall also receive any monthly government payment/stimulus for the child given during that year. The parties shall both execute the necessary documents/forms to opt out of the federal funds being paid to parents on a monthly basis beginning in December 2021 and each month thereafter.

G. That based on the current financial circumstances of the parties and the child support guidelines, the Husband shall pay child support to the Wife for the benefit of the minor child in the sum of \$40.61 per month beginning November 30, 2021, and on the thirtieth (30th) day of each month thereafter in accordance with the child support guidelines which are attached hereto and incorporated herein as Exhibit D. The Husband shall pay his child support obligation through an income deduction order to the State of Florida Disbursement Unit, Post Office Box 8500, Tallahassee, Florida 32314-8500. The Husband shall be responsible for any handling fee. The Husband's support obligation shall be subject to modification upon the occurrence of one of the following events with regard to the minor child: (a) the death of the child; (b) attainment of his 18th birthday, or up to his 19th birthday so long as the child is in fact dependent, between the ages of 18 and 19, still in school, and performing in good faith with a reasonable expectation of graduation before the age of 19; (c) the valid marriage of a child; (d) lawful entry of a child into the military service of the United States of America for a continuous period of time of one year or more; (e) a child becoming self-supporting by permanent and full-

time employment, exclusive of holidays and vacation; or (f) further order of this Court. There is no child support arrearage as of the date of the Final Hearing. The Husband shall repay the \$284.27 arrearage that has subsequently accrued directly to the Wife, in 6 monthly installments of \$47.38 beginning June 30, 2022. Each party shall pay one-half of the minor child's daycare expense directly to the daycare provider.

H. That the parties' assets and liabilities be equitably divided as outlined above.

I. That each party be solely responsible for his or her own attorney's fees and costs.

J. That the Wife's request for alimony be denied in all forms.

K. That the Wife's maiden name of Quintina Shawon Roulhac be restored to her.

L. That all other relief not specifically addressed herein be denied.

M. That the Court expressly retains jurisdiction of this cause for the purposes of enforcing, construing, interpreting, or modifying the terms of the Final Judgment entered hereon.

Dated this Thursday, May 26, 2022.

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David C. Johnson, Magistrate
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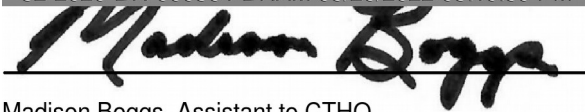
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was sent via U.S. Mail and/or
email on Thursday, May 26, 2022:

Kirsten Lee Dunton
kdunton@graylawfl.com
ksharpstein@graylawfl.com
lstebbing@graylawfl.com

JOHN Y ROBERTS
robertslawfirmserve@gmail.com
judithdumas@yahoo.com

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A handwritten signature in black ink that reads "Madison Boggs". The signature is written in a cursive style and is positioned above a solid horizontal line.

Madison Boggs, Assistant to CTHO
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EXHIBIT A
SHARED PARENTING RULES

DECISION MAKING: Both parents have the right to make emergency decisions affecting the child, including the right to authorize major medical, dental or other care. Each parent has a right to consult and a duty to confer with the other pertaining to all major non-emergency decisions affecting the welfare of their child. Both parents shall confer in good faith so that major decisions affecting the welfare of the child will be determined jointly. Such major decision areas are the education, medical, dental, orthodontic and psychological care, religious training, and corporeal discipline of the minor child. Each parent has a duty to discuss with the other the advantages and disadvantages of all major decisions regarding the child and to work with the other parent in an effort to reach a joint decision. [For example, this duty would include the obligation to discuss a decision to remove the child from public school in order to enroll the child in private school. It would not include a decision to have the child's hair trimmed.]

ADDRESSES AND TELEPHONE NUMBERS: Each parent has the right to know the residence and mailing address and telephone number of the other parent and the child at all times. Each parent has a duty to promptly inform the other parent of any change in his or her current telephone number, residence address and mailing address.

TELEPHONE ACCESS: Each parent has the right to contact the child by telephone at the other parent's residence with reasonable frequency, during reasonable hours, and for a reasonable duration. Each parent has an obligation to encourage and allow regular telephonic contact between the child and the other parent according to the "reasonableness" standards set out in this order. Each parent shall ensure that telephone calls placed by the other parent are promptly returned. Unless an emergency arises, "reasonable frequency" is defined as one time per day. "Reasonable hours" are defined between 8:00 a.m. and 8:00 p.m. (child's local time). "Reasonable duration" is defined as no more than one-half (½) hour per call. The parent initiating the telephone call shall be responsible for paying any long distance charges. A child initiating or returning a telephone call from the non-custodial parent shall be allowed to call collect. The child shall be afforded reasonable privacy during the conversation with the non-custodial parent, and neither parent shall record or monitor the telephone call between the child and the other parent.

TRIP ITINERARY: Each parent has the right to know where the children are going to be whenever they are away from the usual residence overnight or for a period of twenty-four (24) hours or more. If the custodial parent plans on having the children away from the residence for over twenty-four (24) hours (e.g. for a trip or vacation), she shall provide the non-custodial parent with an itinerary including the address and the telephone number where the children can be reached. When the nature of the trip makes it impractical to provide an itinerary in advance, the custodial parent shall "check-in" and furnish a

telephone number and location upon arrival at the destination. Even when traveling with the children, the non-custodial parent shall provide the custodial parent with some means to contact the traveling parent in case circumstances should arise involving the children about which the non-custodial parent should be informed.

RECORDS: Each parent has the right to complete access to all of the children's school, medical, dental and psychological records and the duty to share all significant information obtained with the other parent. Each parent has the right to contact directly any teacher, counselor, doctor, or other individual involved with the child regarding any concerns about the children's academic, social, physical, or emotional development. As a concerned and loving parent, neither parent should rely totally upon the other to supply all necessary information regarding the care or development of their children. Neither parent shall in any manner or at any time obstruct the other's right or ability to seek and to obtain information pertaining to their children.

MEDICAL CONDITION: Each parent has the right to know and the duty to promptly inform the other of any significant illness or injury affecting the children. "Significant" is defined as any condition which would require the children to miss school for more than one day or to seek the care of any health care provider.

POSITIVE RELATIONSHIP: Each parent has the obligation to make a diligent and good faith effort at all times to maintain full access and to foster and encourage a positive relationship between the children and the other parent. This obligation extends to stepparents and to the children's grandparents on both sides of the family. Each parent has an obligation while in the children's presence to always refrain from making unflattering or derogatory statements to or about the other parent.

RESPECT DIFFERENCES: A consistent and uniform approach to parenting based upon frequent and open communication between the parents is ideally in their children's best interests. Each parent has a duty to honor and to respect the differences in parenting views that may exist between them. In furtherance of this objective, each parent needs to affirmatively support and reaffirm the other parent's actions and authority to the children whenever appropriate.

COUNSELING: Both parents should recognize that their children will inevitably experience periods of adjustment as a result of their rotating residency between the two households. Recognizing the need for consistency and stability, especially for younger children, both parents have an obligation to cooperate to establish a working relationship which will enable them to both to better meet the needs of the children. This obligation may include the consideration of counseling.

COURTEOUS TO THE OTHER: Both parents have an affirmative obligation to be courteous to each other, especially in the presence of the children.

FOSTER LOVE: Each parent is under an affirmative duty to foster the love and affection of the children for the other parent. As part of this obligation, neither parent shall allow any third party to do or say anything in the presence or within earshot of the children that will interfere with the children's love and affection for the other parent.

TIMESHARING: The custodial parent has an affirmative duty to ensure timesharing between the children and the other parent. There might come a time when for some reason, the children exhibits some level of reluctance about sharing time with the non-custodial parent. Nevertheless, the custodial parent has an affirmative obligation to explain that the other parent loves the children and has a right, need and desire to share time with them. Further, the custodial parent must make every effort to ensure that the children are ready and available for timesharing.

KEEP OTHER PARENT INFORMED: The custodial parent has an affirmative obligation to keep the non-custodial parent informed on a timely basis as to the physical, social, educational and emotional development of the children. This duty includes forwarding report cards, school announcements, and schedules for school, social and extracurricular activities to the other parent in a timely manner.

PHOTOGRAPHS: Each parent shall provide the other with an opportunity to order copies of all studio portraits and school photographs taken of the children, including "team pictures" or other packages offered in conjunction with extracurricular activities.

PROMPT FOR TIMESHARING: The non-custodial parent has an obligation to promptly appear for and return the children home after scheduled timesharing so as not to unduly disappoint the children, inconvenience the custodial parent or adversely impact upon the schedules of the children. Absent special circumstances, neither parent shall call or encourage the children to call the other parent to extend timesharing beyond the scheduled ending time.

TIMESHARING NOTICES: The non-custodial parent has an obligation to give directly to the custodial parent the notice required to exercise timesharing. The children are not to be used as a messenger for timesharing notices. This provision is not intended to deny or limit either parent's ability to make plans with the children but is intended to ensure that the scheduling of the plans is done directly between the parents.

RELATIONSHIP STATUS WITH CHILD: Each parent has a duty to communicate directly with the children concerning his or her relationship with them to the extent warranted by the children's age and maturity. Neither parent should expect the other to continually act as a buffer or go between. [For example, the non-custodial parent, if unable to exercise scheduled timesharing, should personally explain the circumstances and reasons to the children.]

MINOR CHILD'S COMMITMENTS: Each parent has an obligation to exercise the utmost good faith to cooperate and confer with each other in order to honor commitments made to, or on behalf of, the children. [For example, if the custodial parent has committed to provide transportation to a scout meeting, the non-custodial parent should honor that commitment if at all possible, or give the custodial parent sufficient advance notice of his inability to comply.]

EVIDENCE OF BAD FAITH: Both parents shall specifically refrain from conduct set forth in this paragraph, which is detrimental to the welfare of their children. Engaging in such conduct is evidence of bad faith noncompliance with the spirit and intent of the principles of "shared parental responsibility," the repetition of which may result in the imposition of sanctions by the court.

Have the child deliver money or messages from one parent to the other and thus place the child in the middle.

Ask the child to keep a secret from the other parent and, in effect, teach the child to lie.

Quiz the child about what's going on at the other parent's home and thus turn the child into a spy or a tattletale.

Say unkind things about the other parent to the child or in the presence of the child.

Try to conduct parental business when exchanging the child for visitation.

Put on a long, sad face when the child goes from one parent to the other, thus teaching the child disloyalty to that parent.

Tell a child who wants a new toy or wants to do something that it costs money and then telling her, "Ask your father because he doesn't pay me enough support" or "Ask your mother because I give her lots of child support and she just wastes it."

Ask a child directly or subtly, "Which of us do you really want to be with," and thus place the burden on the child.

Allow a child to take control of visitation whenever she wants to do so.

Have the child refer to a future stepparent as "mother" or "father".

Eavesdrop on or interrupt the child's telephone conversations with the other parent.

Use a last name different from the child's legal name.

WAITING: Absent telephonic communication of extenuating circumstances, the children and the custodial parent have no duty to await the non-custodial parent for more than thirty (30) minutes of the scheduled timesharing period. A parent who is late for weekend timesharing forfeits timesharing for that weekend. A parent who is late at the beginning of a regularly scheduled timesharing period other than a weekend forfeits the time until the next day.

TRANSPORTATION: Until age eleven (11), no child shall be required to travel on any public carrier (e.g. bus, train, or airplane) unaccompanied by a responsible adult (including pre-arranged airline personnel) without the other parent's express consent.

Approved child safety seats or seat belts when allowed by age or weight must be used at all times when transporting the child by automobile or airplane.

BACK UP CARE: Assuming the parents reside in the same geographic area, each parent shall be given the opportunity and shall have the right to have the child with him or her when the child would otherwise be left alone or with a babysitter, daycare provider or facility, or other third party for any period of time exceeding eight (8) hours. Both parents are encouraged to offer each other the opportunity to serve as first choice babysitter whenever either parent needs child care for the child.

RELIGIOUS, SCHOOL AND EXTRACURRICULAR ACTIVITIES: It is in the child's best interest to participate in religious activities, school programs, and regularly scheduled extracurricular activities appropriate for their ages, and talents, such as sports, dance, modeling and music lessons. When residing within the same geographic area, each parent has a duty to inform the other, and the right to attend, all such activities in which the child is participating. This includes the right to participate in and attend activities with the child at school, including eating lunch with the child. The child shall have the right to attend church and/or Sunday school at the church attended by the custodial parent during the time she is scheduled to be with that parent. Each parent shall make a good faith effort to deliver the child to scheduled activities on time and in appropriate attire. If not also attending an activity, the parent who delivers a child has the duty to ensure that the child is also picked up. Except for such regularly scheduled activities, neither parent will make commitments for the child during the time the child is normally scheduled to share time with the other parent without the other parent's knowledge and consent. If the parents are not residing in the same geographic area, the non-custodial parent shall have no obligation to see that the child attends any extracurricular activities scheduled by the custodial parent during the regularly scheduled timesharing periods. [For example, the custodial parent cannot refuse to honor the non-custodial parent's spring or summer vacation time with the child simply because the child has a baseball game or practice during that time.]

NOTIFICATION OF RELOCATION: The custodial parent shall give the non-custodial parent written notice at least ninety (90) days in advance of any plan to permanently relocate with the child outside the parties' geographic area.

GRANDPARENT AND RELATIVE CONTACT: It is presumptively in the children's best interests that they maintain a relationship with the maternal and paternal grandparents and other close family. The parents should allow the children reasonable access and telephonic contact with grandparents and close family.

EXHIBIT B
PARENTING PLAN

This parenting plan is a Parenting Plan agreed upon by the parties.

I. PARENTS

Husband/Father

Name: Adrian Staley

Address: 2990 Vicky Drive, Marianna, Florida 32446

Telephone: (850) 633-7702

Wife/Mother

Name: Quintina Roulhac-Staley

Address: 3025 Riverview Road, Marianna, Florida 32446

Telephone: (850) 209-6034

II. CHILD: This Parenting Plan is for the following child born to, or adopted by the parties:

<u>Name</u>	<u>Date of Birth</u>	<u>Sex</u>
A.A.S.	April 2018	Male

III. JURISDICTION

The United States is the country of habitual residence of the child. The State of Florida maintains the most significant contacts with the child and is the most appropriate forum for addressing parenting contact and time-sharing. The State of Florida is the child's home state for the purpose of the Uniform Child Custody Jurisdiction and Enforcement Act. Any order adopting this Parenting Plan is a child custody determination for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act, the International Child Abduction Remedies Act, 42 U.S.C. ss 11601 et seq., the Parental Kidnaping Prevention Act, and the Convention on the Civil Aspects of International Child Abduction enacted at the Hague on October 25, 1980.

IV. PARENTAL RESPONSIBILITY AND DECISION MAKING

1. Parental Responsibility:

Shared Parental Responsibility.

It is in the best interests of the child that the parties have full parental rights and

responsibility to confer and make major decisions affecting the welfare of the child. Major decisions include, but are not limited to, decisions about the child's education, healthcare, and other responsibilities unique to this family. Both parents shall abide by the Rules of Shared Parental Responsibility which are attached to the Final Judgment.

2. Ultimate Decision Making Authority (for Shared Responsibility cases only)

Although the parents shall share in making the major decisions for the child, if they are unable to reach an agreement, the ultimate decision on the following major issues shall be made by the parent(s) as indicated below:

Education/Academic matters - **Both**
Non-emergency Medical/Dental Care - **Both**
Religion/Religious training - **Both**
Extra-curricular Activities - **Both**
Counseling or Mental Health Care - **Both**
Child care - **Both**

3. Day-to-Day and Emergency Decisions

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

4. Extracurricular Activities

A. The parent the child is with at the time of an extra-curricular activity shall transport the minor child to and from that extracurricular activity.

B. It is the responsibility of both parents to ensure that all uniforms, equipment and other items necessary for the child to participate in an upcoming extracurricular activity are delivered to the parent who the child will be with at the time of that activity.

C. It is the responsibility of the parent transporting the child to an extracurricular activity to ensure that the child takes to that activity all uniforms, equipment and other items necessary to participate in that activity.

D. The parties shall equally divide the cost and expense of all mutually agreed upon extracurricular activities.

V. TIME-SHARING SCHEDULE

The parties shall abide by the Time Sharing Schedule which is which is attached hereto and incorporated herein by reference as Exhibit C.

VI. TRANSPORTATION AND EXCHANGE OF CHILD

1. Transportation

The parents or someone mutually known the parties who also holds a valid driver's license shall provide all transportation.

2. Exchange

Both parents shall have the child ready on time with sufficient clothing packed and ready at the agreed upon time of exchange. The parties shall exchange the minor child at daycare, school or at McDonald's, Lafayette Street, Marianna, Florida.

VII. EDUCATION

1. **School designation.** For school and school district purposes, the address of both parties shall be designated on all school forms and determine the minor child's school placement.

2. **School enrollment.** Both parties shall be responsible for enrolling the child in school and for ensuring that both parents are listed as emergency contacts on all school forms.

3. **School of attendance.** The parties agree that the minor child shall attend the Public School System in Marianna, Jackson County, Florida.

VIII. CHANGES OR MODIFICATIONS OF THE PARENTING PLAN

This Parenting Plan may be modified or varied on a temporary basis when both parents agree in writing. When the parents do not agree, the Parenting Plan remains in effect until further order of this court. In the absence of an agreement between the parties, changes to the Parenting Plan must be sought through the filing of a supplemental petition for modification.

IX. RELOCATION

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

X. COMMUNICATION BETWEEN PARENTS AND CHILD

When the child is with one parent, then the child shall be permitted contact with the other parent by the following means and at the following times:

The child may have telephone, facetime, e-mail, or text-messaging contact with the other parent every day during the hours of 8:00 a.m. to 8:00 p.m. except during the periods of time in which the minor child is in school.

XI. DISPUTES OR CONFLICT RESOLUTION

Parents shall attempt to cooperatively resolve any disputes which may arise over the terms of the Parenting Plan. Should the parents arrive at differences regarding any of the terms of the Parenting Plan, they shall confer, in good faith, in an effort to resolve them. No hearing shall be scheduled before a court of competent jurisdiction regarding any differences as afore said, unless the party seeking the hearing certifies to the court that the parties have conferred as herein mandated or that the other party refused to confer and that such difference cannot be resolved without intervention of the court. In the event either party files a supplemental petition for modification, the petitioner shall set forth in detail in the supplemental petition what efforts said party put forth prior to filing the supplemental petition.

EXHIBIT C
TIME SHARING SCHEDULE

The parties shall exercise time sharing with the minor child as follows (unless otherwise noted all times are Central Time) unless the parties otherwise agree in writing:

1. Regular - The parties shall exercise an equal time sharing arrangement with the minor child on a week-to-week basis with the exchange every Monday at the conclusion of daycare, the school day or 5:00 p.m. in the event daycare or school is not in session.

2. Child's Birthday - The Wife/Mother shall have the minor child from 8:00 a.m. until 1:00 p.m. every odd numbered year and from 1:00 p.m. until 6:00 p.m. every even numbered year. The Husband/Father shall have the minor child from 8:00 a.m. until 1:00 p.m. every even numbered year and from 1:00 p.m. until 6:00 p.m. every odd numbered year. This has priority over any other time sharing schedule.

3. Christmas Holidays - The Husband/Father shall have the minor child from December 24 at 8:00 a.m. until December 25 at 2:00 p.m. every odd numbered year and from December 25 at 2:00 p.m. until December 26 at 8:00 p.m. every even numbered year. The Wife/Mother shall have the minor child from December 24 at 8:00 a.m. until December 25 at 2:00 p.m. every even numbered year and from December 25 at 2:00 p.m. until December 26 at 8:00 p.m. every odd numbered year. This has priority over any other time sharing schedule.

4. Thanksgiving Holidays - The Wife/Mother shall have the minor child on Thanksgiving Day from 8:00 a.m. until 2:00 p.m. every odd numbered year and from 2:00 p.m. until 8:00 p.m. every even numbered year. The Husband/Father shall have the minor child on Thanksgiving Day from 8:00 a.m. until 2:00 p.m. every even numbered year and from 2:00 p.m. until 8:00 p.m. every odd numbered year. This has priority over any other time sharing schedule.

5. Spring Break - The parties shall equally divide the minor child's Spring Break every year. The first half of Spring Break shall go to the parent whose regularly scheduled week falls immediately prior to Spring Break and the second half of Spring Break shall go to the parent whose regularly scheduled week falls immediately after the week of Spring Break. The parties shall exchange the minor child on Wednesday of Spring Break at 5:00 p.m. This has priority over any other time sharing schedule.

6. Mother's Day Weekend/Father's Day Weekend - Mother's Day weekend each year from Friday at the conclusion of daycare or the school day (or at 5:00 p.m. in the event daycare or school is not in session) until Monday at the commencement of daycare or the school day or 5:00 p.m. in the event school is not in session with the Wife/Mother and Father's Day weekend each year from Friday at the conclusion of daycare or the school

day (or at 5:00 p.m. in the event daycare or school is not in session) until Monday at the commencement of daycare or the school day or 5:00 p.m. in the event daycare school is not in session with the Husband/Father with priority over any other time sharing schedule.

EXHIBIT D

FLORIDA DEPARTMENT OF REVENUE
CHILD SUPPORT PROGRAM
CHILD SUPPORT GUIDELINES WORKSHEET
IN THE CIRCUIT COURT OF THE 14TH JUDICIAL CIRCUIT
IN AND FOR JACKSON COUNTY, FLORIDA

Adrian Staley, Petitioner

vs.

cc#: 20-364 DR

Quintina Staley, Respondent

Legal/Alleged Obligor(s): []Mother []Legal/Alleged Father

Obligee: []Mother []Legal/Alleged Father []Nonparent Custodian

Tax Year (**see Note Below)	2021	
Number of Children	1	
	MOTHER	FATHER
Filing Status (s = single, m = married)	s	s
Withholding Allowances Claimed	1	1
1. Child Care	\$0.00	\$0.00
2. Health Ins. Cost for Children	\$0.00	\$190.74
3. SSD/SSR Benefits Paid to Children	\$0.00	\$0.00
4. Gross Monthly (Non-Taxable) Income	\$0.00	\$0.00
5. Gross Monthly (Taxable) Income	\$2,934.45	\$3,817.25
6. Federal Withholding	\$253.11	\$359.05
7. FICA	\$224.49	\$292.02
8. Health Care Costs (minus costs for child)	\$250.01	\$110.74
9. Legally Ordered Child Support	\$0.00	\$0.00
10. Other Allowable Deductions	\$88.03	\$93.52
11. Self Employed? (yes: 1, no: 0)	0	0
12. Net Monthly Inc.	\$2,118.81	\$2,961.92
13. Combined Net Monthly Inc.	\$5,080.73	\$5,080.73
14. Share of Support (line 12 / line 13)	0.42	0.58
15. Income Over \$10,000	\$0.00	\$0.00
16. Table A Support Need	\$1,006.00	\$1,006.00
17. Add. Sup. Need For Inc.> \$10,000	\$0.00	\$0.00
18. Basic Monthly Support Need	\$1,006.00	\$1,006.00
19. Basic Support Obligation (#18 x #14)	\$422.52	\$583.48
20. Basic Obligation X 1.5 (#19 x 1.5)	\$633.78	\$875.22
21. % "Overnight Stays" with other parent	50%	50%
22. Adjusted for "Overnight Stays" (#20 x #21)	\$316.89	\$437.61
23. Monthly Support (before expenses) (the diff between each parent's oblig on line 22)	(\$120.72)	\$120.72
24. Share of Child Care Expense	\$0.00	\$0.00
25. Share of Health Ins. Cost for Children	\$80.11	\$110.63
26. Credit For Insurance	(\$0.00)	(\$190.74)
27. Credit For Child Care	(\$0.00)	(\$0.00)
28. Credit For SSD/SSR Benefits	(\$0.00)	(\$0.00)
29. Monthly Child Support Obligation	(\$40.61)	\$40.61

Name/Title: _____

Date: 11/03/21

**Tax years entered as YYYY.X reflect a mid-year tax change.