

IN THE CIRCUIT COURT OF THE 18TH
JUDICIAL CIRCUIT IN AND FOR
BREVARD COUNTY, FLORIDA

CASE NO. 05-2022-DR-36960-XXXX-XX

IN RE: The Marriage of:

JOSEPH BRENT RUSSELL,

Petitioner/Husband,

and,

ANNE ELIZABETH RUSSELL,

Respondent/Wife.

MEDIATED SETTLEMENT AGREEMENT

The parties participated in one mediation session on July 12, 2023. The Petitioner/Husband was represented by his attorney, E. Ashley Bonifant, and the Respondent/Wife was represented by her attorney, Sandra E. Valentin. The parties have reached the following agreements in complete resolution of this matter.

1. **DISSOLUTION**: From the date hereof and after same, the parties shall live separate and apart each from the other as if they were unmarried. Each party shall be free from the control and authority of the other and each may reside at such place or places as they desire and deem appropriate without the interference or molestation by the other.
2. **CHILDREN**: There have been two (2) children born of this marriage to wit: T.R.R., born on 12/15/2011 and J.F.R., born on 4/08/215. No other children are expected.
3. **PARENTING PLAN**: The parties have entered into a Parenting Plan a copy of which is attached to this agreement as Exhibit A. The terms of the Parenting Plan are incorporated in this agreement and the parties shall comply with the terms in all respects.
4. **CHILD SUPPORT ARREARS**: The Husband owes the Wife child support arrears of \$2,892.00 as of July 12, 2023. The arrears shall be paid at \$81.00 per month beginning August 1, 2023 and continuing each first day of the month thereafter until paid in full.

5. **ALIMONY:**

- a. The Husband shall pay to the Wife as durational alimony the sum of \$5,150.00 per month beginning August 1, 2023 and continuing each first day of the month thereafter for 24 months. Beginning August 1, 2025 the alimony shall reduce to \$3,200.00 per month which shall continue to be paid each first day of the month thereafter for 48 months.
- b. The alimony payments shall terminate upon the remarriage of the Wife, the death of either party or further order of the court or the expiration of the 72 months above, whichever occurs first. The alimony shall be modifiable in accordance with Florida law.
- c. The Husband owes to the Wife ~~\$5,690.00~~ ^{6190.00} for alimony arrears as of July 12, 2023. The arrears shall be paid at \$500.00 per month beginning August 1, 2023 and continuing each first day of the month thereafter until paid in full.
- d. The alimony shall be paid directly to the Wife.

6. **REAL PROPERTY:**

- a. 700 Wavecrest Ave, Apt 105, Indialantic, FL 32903. The Husband shall have sole ownership, possession and use of the property free and clear of any claim of the Wife. The Husband shall be solely liable for any and all liabilities arising from the use and ownership of the property and shall defend, indemnify and hold the wife harmless in regard to same. If necessary, the Wife shall execute a quit claim deed in favor of the husband which deed shall be prepared by the Husband.
- b. 3002 Jacobaeus Lane, Melbourne, FL 32903. The Husband shall have sole ownership, possession and use of the property free and clear of any claim of the Wife. The Husband shall be solely liable for any and all liabilities arising from the use and ownership of the property and shall defend, indemnify and hold the wife harmless in regard to same. If necessary, the Wife shall execute a quit claim deed in favor of the husband which deed shall be prepared by the Husband.

7. **AUTOMOBILES:**

- a. The Wife shall have sole ownership, possession and use of 2020 Hyundai Palisade free and clear of any claim of the Husband. The loan on the car shall be paid off from the proceeds being held in trust by the Husband's attorney. The payoff shall be made within 15 days of the date the last party signs this agreement. The Husband shall execute a power of attorney or other document necessary to transfer any ownership interest he may have in said vehicle to the Wife. After payoff of the loan, the Wife shall be solely responsible for all costs associated with said

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vehicle, including any monthly obligation, insurance, tags, maintenance and shall hold the Husband harmless thereon. The Wife shall be provided written proof of the payoff amount and payment of same.

- b. The Husband shall have sole ownership, possession and use of 2018 Audi Q5 and the Golf Cart free and clear of any claim of the Wife. The Wife shall execute a power of attorney or other document necessary to transfer any ownership interest she may have in said vehicle to the Husband. The Husband shall be solely responsible for all costs associated with said vehicle, including any monthly obligation, insurance, tags, maintenance and shall hold the Wife harmless thereon.

8. **JOINT DEBTS AND OBLIGATIONS:** Other than the loan on the Hyundai, there are no joint debts. Any debt incurred by either party after the execution of this agreement, or in their individual name, shall be their sole responsibility and each party shall hold the other harmless thereon. If a joint debt is later discovered, the party who incurred same shall be solely responsible for the debt. If any action or proceeding is initiated seeking to hold either party liable for the other's obligation, they shall defend the other at their expense whether or not the action is well founded and hold the other harmless thereon.

9. **PERSONAL PROPERTY:** The parties have previously divided all items of personal property including those items of furniture, furnishings and personal effects. Each party shall be entitled to sole possession and ownership of any personal property in their current possession.

10. **RETIREMENT / INVESTMENT PLANS:**

- a. The Husband shall retain the JP Morgan Chase 9211 account and the Schwab One 2560 account free and clear of any claim of the Wife.
- b. The Husband's Schwab Roth IRA account ending in 8262 shall be divided equally as of the date of distribution.
- c. The Husband has a Schwab 401(k) account ending in 1709. The Wife shall receive one half of the account balance as of March 1, 2022 with gains and losses on her share due to market changes up to the date of distribution. The Wife shall receive an additional \$40,000.00 as of the date of distribution from the Husband's share of the account. The Husband shall retain the balance of the account free and clear of any claim of the Wife.
- d. The Husband has an employee stock purchase plan through his employment with Charles Schwab. The Wife shall receive one half of all stock as shown on the attached schedule. The stock shall be divided by the purchase date such that each party receives 50% of the stock from each purchase date.



- e. Both parties shall cooperate and execute any documents necessary to effectuate the division of the above assets including but not limited to preparation and processing of Qualified Domestic Relations Orders, letters of direction or other instruments. The cost to prepare and process any QDROs shall be divide equally between the parties and the process shall begin within 15 days of entry of the final judgment. The parties have agreed to use Matthew Lundy.
31. **BANK ACCOUNTS:** The parties have already amicably divided all of their respective bank accounts. Each party shall be entitled to exclusive ownership of any account(s) in their individual names. The joint accounts ending in 0562 and 7268 shall be closed
32. **FLORIDA PREPAID 529 ACCOUNTS:** The parties established two Florida Pre-Paid 529 accounts for the benefit of the children. The Wife shall have ownership of the account benefitting TRR and the Husband shall have ownership of the account benefitting JFR. The Wife shall continue to fund the account for TRR until paid in full and the Husband shall continue to fund the account for JFR until paid in full. Both parties shall maintain the account for the benefit of the child and if any funds are not utilized for the child, they shall be disbursed and given to the child who was the beneficiary of the account. The parties shall execute any document necessary to effectuate this paragraph within 30 days of the date the last party signs this agreement.
33. **HOUSE SALES PROCEEDS HELD IN HUSBAND'S ATTORNEY TRUST ACCOUNT:**
- a. The proceeds from the sale of the parties' home in the amount of \$511,000.00 is being held in the Husband's attorney Trust Account. From that account, the Pen Fed Auto Loan account ending in 4810 with approximate balance of \$22,874 shall be paid off in full. The remaining balance of the funds in trust, after payoff of the loan, shall be divided with the Wife receiving 75% plus an additional \$40,000.00. The Wife shall be paid her share within 15 days of the date the last party signs this agreement. The balance shall be the Husband's. However, \$60,000.00 shall remain held in trust pending the payment to the Wife of \$60,000.00 stated below.
- b. The Husband shall pay to the Wife the sum of \$60,000.00 within 60 days of the date the last party signs this agreement. The Husband intends to obtain a HELOC to pay the Wife. Should the Husband fail to pay the Wife the \$60,000.00, for any reason, the Wife shall be paid \$60,000.00 from the funds being held in the Husband's attorney's trust account.
34. **ATTORNEY'S FEES AND COSTS:** The Husband shall pay to the Wife the sum of \$10,000.00, less one half of the mediator fee, as a contribution to her attorney's fees and costs. Payment shall be made within 15 days of the date the last party signs this agreement. Otherwise, each party shall be responsible for their own attorney's fees and



costs incurred in the preparation of this document and any subsequent fees and costs incurred for the dissolution of marriage action. The attorney fee payment shall be made by paying \$3,000.00 to the Wife's attorney Sandra Valentin and the balance shall be paid to the wife.

35. **MEDIATOR FEE:** The Husband shall pay the mediator fee.

36. **FULL DISCLOSURE BY HUSBAND:**

- a. The Husband has made a full, frank and truthful disclosure of his property, both real and personal, and the estimated value thereof to the Wife.
- b. Further, the Husband is freely and voluntarily executing this agreement with the benefit of full, frank and truthful financial disclosure or a general approximate knowledge of the character, value and extent of the Wife's property both real and personal. The Husband acknowledges he has been adequately advised of the Wife's assets and income prior to the signing of this Agreement. The Husband has discussed and has a general and approximate knowledge of the character and extent of the marital property more specifically dealt with herein above sufficient to obtain a value by reasonable means, as well as a general knowledge of the income of the Wife.
- c. The Husband has negotiated, either individually or through his respective attorney, E. Ashley Bonifant, in good faith and is free from fraud, deceit, duress, coercion or overreaching by the Wife with respect to the preparation and execution of this agreement.

37. **FULL DISCLOSURE BY WIFE:**

- a. The Wife has made a full, frank and truthful disclosure of her property, both real and personal, and the estimated value thereof to the Husband.
- b. Further, the Wife is freely and voluntarily executing this agreement with the benefit of full, frank and truthful financial disclosure or a general approximate knowledge of the character, value and extent of the Husband's property both real and personal. The Wife acknowledges she has been adequately advised of the Husband's assets and income prior to the signing of this Agreement. The Wife has discussed and has a general and approximate knowledge of the character and extent of the marital property more specifically dealt with herein above sufficient to obtain a value by reasonable means, as well as a general knowledge of the income of the Husband.
- c. The Wife has negotiated, either individually or through her respective attorney, Sandra E. Valentin, in good faith and is free from fraud, deceit, duress, coercion

or overreaching by the Husband with respect to the preparation and execution of this agreement.

38. **ACKNOWLEDGMENT:** The parties acknowledge and agree they have read the above and they understand same and it constitutes a full, fair and complete settlement of all their property and affairs. That hereafter, neither party shall have or make any claim or demand upon the person or estate of the other except as herein provided. The parties further acknowledge they have either had the benefit of the advice of counsel, or have been advised to seek such advice with regard to this Agreement.

39. **ENFORCEMENT OF AGREEMENT:**

- a. This Agreement shall be binding upon the heirs, executors, personal representatives, administrators, successors in interest and assigns of the parties hereto, or any of them.
- b. All matters affecting the interpretation and enforcement of this agreement shall be construed and interpreted pursuant to the laws of the State of Florida.
- c. The Wife and Husband agree any failure of the Wife and/or Husband to insist upon the strict performance of any of the provisions of this Agreement shall not be construed as waiving his or her right to enforce the terms and conditions contained herein

40. **EXECUTION OF DOCUMENTS:** The parties agree they shall at any time or times hereafter, make, execute and deliver any and all such other and further instruments, assurances and things as the other shall reasonably require to give full effect and meaning to the covenants, conditions and provisions hereof.

41. **FINAL JUDGMENT:** Each party agrees, in consideration of the making of this Agreement, he or she will apprise the Court of this Agreement and cause the same to be incorporated into and ratified by the Final Judgment which may be entered by said Court to the extent that the provisions of said Judgment; respecting the financial affairs and property rights and any and all claims that might exist between them, shall be in strict and complete conformity with this Agreement and the provisions hereof affecting such subject matter.

42. **MODIFICATION:**

- a. No party to this agreement shall be required to, nor shall they have a heavier burden of proof, in seeking a court approved modification of any support obligations herein, merely because such support obligations are the product of this agreement, rather than an independent order or judgment of the court.



b. The parties further agree no modification or waiver of terms of this Agreement shall be valid unless made in writing, signed by both parties and properly witnesses and notarized. No breach or default hereunder shall be deemed a waiver of any subsequent breach or default.

43. **RECONCILIATION:** Notwithstanding any reconciliation between the parties, this agreement shall specifically survive same and shall be enforceable by either party in any Petition for Dissolution of Marriage filed hereinafter.

44. **HOMESTEAD / WAIVERS:**

a. Each party releases any claim, demand, right or interest that the party may acquire because of the marriage in any real property owned prior to the marriage or acquired during the marriage because of the homestead property provisions of the Florida Constitution or any Florida statute concerning the descent of the property as homestead.

b. Both parties hereby waive and release all rights, interests, or claims whatsoever which they may have by reason of their marriage against the property or estate, whether real or personal, of the other, now owned, including, but not limited to rights of dower, courtesy, homestead, inheritance, descent, distribution, right to remain in the mansion home, right to serve as administrator, right to elect to take against the other's will whether heretofore or hereafter made, right to select property in the estate of the deceased other party exempt from administration, right to purchase property from the estate of the deceased other party, and all rights or claims as widow/widower, heir, or next of kin, regardless of the financial condition of either party at such time.




Joseph B. Russell, Petitioner/Husband
7/12/23



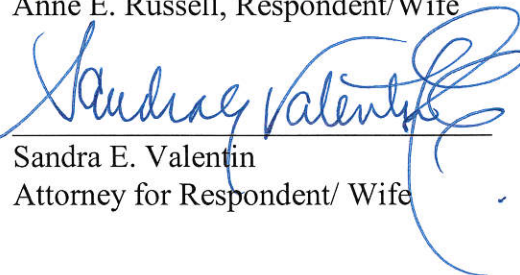
E. Ashley Bonifant
Attorney for Petitioner/Husband



Mediator Charles L. Dorfman



Anne E. Russell, Respondent/Wife
7/12/23



Sandra E. Valentin
Attorney for Respondent/ Wife



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Share Details



SCHW, The Charles Schwab Corporation

\$58.28 0.70 (1.22%)

Total Market Value¹

\$29,966.20

Sell

Employee Stock Purchase Plan

Purchase Date	Price	Shares Purchased	Deposit Date
07/29/22	\$58.69	59	07/29/22
04/29/22	\$56.38	81	04/29/22
01/31/22	\$74.55	43	01/31/22
10/29/21	\$69.73	67	10/29/21
07/30/21	\$57.76	66	07/30/21
04/30/21	\$59.84	62	04/30/21
01/29/21	\$43.81	66	01/29/21
10/30/20	\$34.94	70	10/30/20
04/30/18	\$47.33	95	04/30/18
01/31/18	\$45.34	84	01/31/18
10/31/17	\$38.11	120	10/31/17

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IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT,
IN AND FOR BREVARD COUNTY, FLORIDA

Case No.: 05-2022-DR-036960-XXXX-XX

IN RE: The Marriage of:

JOSEPH BRENT RUSSELL,
Petitioner/Husband,

and

ANNE ELIZABETH RUSSELL,
Respondent/Wife.

MEDIATED FINAL PARENTING PLAN

COMES NOW, the Petitioner, JOSEPH BRENT RUSSELL, and the Respondent, ANNE ELIZABETH RUSSELL and enter into this Mediated Final Parenting Plan:

This Parenting Plan is a Final Parenting Plan.

I. PARENTS

Mother

Name: **Anne Elizabeth Russell**
Address: 121 Delmar St., Melbourne Beach, FL 32951
Telephone:
E-Mail:

Father

Name: **Joseph Brent Russell**
Address: 700 Wavecrest Ave., #105, Indialantic, FL, 32903
E-Mail:

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

Name: T.R.R.
Birth date: December 15, 2011
Sex: Female

Name: J.F.R.
Birth date: April 8, 2015
Sex: Male

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 Children



Custody Jurisdiction and Enforcement Act.

This Parenting Plan is a children custody determination for the purposes of the Uniform Children Custody Jurisdiction and Enforcement Act, the International Children 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 Children 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.

Each party recognizes the deep love, devotion, and dedication of the other to the children. Each party also recognizes that the other has a right and responsibility to participate in major matters relating to the education, health, welfare, and upbringing of the children. The parties agree to use their best efforts to cooperate in such matters, and that any rights, duties or responsibilities set forth herein shall not be exercised to frustrate or control the other parent.

Father and Mother shall have shared parental responsibility and shall retain full parental rights and responsibilities with respect to the children.

Father and Mother shall consult and reasonably cooperate with each other, and share the decision-making responsibility regarding the following general areas: (a) education; (b) camp and extracurricular activities; (c) college, vocational or other post-secondary education; (d) medical, dental and surgical treatment; (e) psychological or psychiatric evaluation or treatment; (f) discipline; (g) moral and religious training; and (h) the children's estate, services and earnings.

It is in the best interest of the children for both parties to have frequent and continuing contact with the children, and the parties shall spend time with the children at times they have mutually agreed to in advance. The parties 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 parties to make good faith adjustments. The parties understand that they are free to vary the times or days stated in the Time-Sharing Schedule if they both agree. However, in the absence of mutual agreement, the parties shall share time with the children as provided by this Time-Sharing Schedule.

Either party may consent to mental health treatment for the minor children. The parent seeking mental health treatment for a shared minor child has a duty to inform the other parent of said mental health treatment and provide said parent with the option to participate.

2. Day-to-Day Decisions

Each parent shall make decisions regarding day-to-day care and control of each child while the children are with that parent. Regardless of the allocation of decision making in the parenting plan, either parent may make emergency decisions affecting the health

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or safety of the children when the children are residing with that parent. A parent who makes an emergency decision shall share the decision with the other parent as soon as reasonably possible.

3. **Extra-curricular Activities**

The parents will mutually agree to all extracurricular activities, including travel sports, before the child/children are enrolled in any activity that will impact the other parent's timesharing with the children. For any such mutually agreed upon extracurricular activities, the parents will equally share in the cost of same, including registration, uniforms, and necessary equipment costs. The parents will provide all necessary uniforms and equipment in their possession necessary for the activity.

Either parent may register and enroll the child/children and allow them to participate in activities of their choosing during that parent's timesharing so long as it does not interfere with the other parents timesharing. If not mutually agreed upon, the parent enrolling the child/children in such an activity shall be solely responsible for all costs of same.

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

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

Both parents shall have access to medical and school records pertaining to the children and shall be permitted to independently consult with any and all professionals involved with the children. The parents shall cooperate with each other in sharing information related to the health, education, and welfare of the children and they shall sign any necessary documentation ensuring that both parents have access to said records.

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, or 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

If necessary, on or before August 1 of each year, both parents should obtain a copy of the school calendar for the next school year. The parents shall discuss the calendars and the time-sharing schedule so that any differences or questions can be resolved.

The parents shall follow the school calendar for Brevard 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 start 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 three (3) days before the change is to occur.

A parent requesting a change of schedule shall be responsible for any additional children care, or transportation costs caused by the change.

VII. TIME-SHARING SCHEDULE

- 1. **TIMESHARING OVERNIGHT SCHEDULE:** Beginning July 21, 2023, the parties shall exercise an equal timesharing schedule using a week-on / week-off basis, with exchanges occurring on Fridays. The Mother shall receive the 1st week of timesharing beginning July 21, 2023.
- 2. In the event there is no school and timesharing is not otherwise dictated by holiday timesharing, the parent beginning his or her timesharing shall pickup the children from the other parent at 10:00 a.m. to begin his or her timesharing on his or her designated days.

Holidays: If holidays fall on parents' normal visitation schedule, the following schedule will apply:

<u>Mother's Day</u>	Minor children will be with Mother, if not a normal visitation day. Mother will receive the children at 9:00am and exercise overnight timesharing
<u>Father's Day</u>	Minor children will be with Father, if not a normal visitation day. Father will receive the children at 9:00am and exercise overnight timesharing.
<u>Summer Vacation</u>	The parties shall exercise the regular timesharing schedule.
<u>Thanksgiving</u>	The Father will have timesharing for the entire Thanksgiving break from school every EVEN numbered year, the Mother shall have the entire Thanksgiving break from school in all ODD numbered years.
<u>Christmas Break</u>	In ODD numbered years (designated as the year that the holiday break begins), the Father shall have timesharing from the time the children are released from school until 12:00 p.m. on Christmas Day. The Mother shall then have the following 7 days of winter vacation beginning on Christmas Day at 12:00 p.m.. At the conclusion of the Mother's 7 day period, the

	Father shall have timesharing for the remainder of winter break until return to school. This schedule will reverse in EVEN numbered years.
<u>Spring Break</u>	In ODD years, Father will have the entire Spring break from release from school until return to school. The Mother shall have said schedule in EVEN numbered years.
<u>Halloween</u>	The Father shall have the children from release from school until return to school the following morning (or 9:00 a.m. if no school) in ODD numbered years. The Mother shall have said schedule in EVEN numbered years.
<u>Easter</u>	The parties shall rotate having the entire Easter holiday weekend/break from school with the Father having said weekend in ODD numbered years, and the Mother having said holiday in EVEN numbered years.
<u>Children's Birthday</u>	The Father shall have overnight timesharing with the minor children from 9:00 a.m. on the children's birthday until 9:00 a.m. the following day in all ODD numbered years. The Mother shall have said schedule in all EVEN numbered years.
<u>St. Patrick's Day</u>	The Father may take the children to Savannah, Georgia for the St. Patrick's Day parade each year, provided it does not interfere with the Mother's designated Spring Break Holiday. The Father intends to only utilize this holiday during years that the St. Patrick's Day parade falls on a weekend and he shall have them for no longer than three (3) days during this holiday. If the Father does not intend to travel for St. Patrick's Day, the regular timesharing schedule shall apply. If the Father's exercise of St. Patrick's Day timesharing falls during the Mother's timesharing, she shall have the option of making up any missed timesharing within 30 days.
<u>July 4th, Labor Day, Memorial Day</u>	The Father shall have July 4 th and Memorial Day in EVEN numbered years, the Mother shall have Labor Day in said years. This schedule shall reverse in ODD numbered years. The holiday period day will include 10:00 a.m. on the day of the holiday until 10:00 a.m. on the following day.

- For all other one (1) day holidays, the parent that is scheduled to have weekend timesharing with the children where a holiday is attached to a weekend, the parent scheduled for weekend timesharing shall have timesharing with the children for the one day holiday attached to that weekend.
- The parties agree that they shall utilize a "right of first opportunity" prior to using the services of any third party childcare provider for periods lasting more than 4 hours. The Paternal Grandparents shall not be considered as "third party" childcare providers for purposes of "right of first opportunity" and there is no requirement to give the other parent the option of caring for the children at times that the paternal grandparents are providing said services. The right of first opportunity requires either parent intending to utilize third parties to provide care for the minor children to give the first option to care to the other parent prior to using a third party.

1. **General Terms and Conditions.** The parties agree that they may temporarily modify this timesharing agreement for any purpose so long as they mutually agree to any such modification.
2. **Personal Effects.** Each parent shall return with the children the personal effects that the children brought at the beginning of the period of time-sharing.
3. **Designation of Competent Adult.** Each parent may designate any competent adult to pick up and return the children, as applicable. A parent or a designated competent adult must be

present when the children are picked up or returned. No designated competent adult shall remove the minor children early from school without the other parents prior consent if it is not that parent's scheduled time.

VIII. TRANSPORTATION AND EXCHANGE OF CHILDREN

1. Transportation

The parent beginning his or her time-sharing shall provide transportation for the children.

2. Exchange

Both parents shall have the children ready on time with sufficient clothing packed and ready at the agreed upon time of exchange. If a parent is more than thirty (30) minutes late without contacting the other parent to make other arrangements, the parent with the children may proceed with other plans and activities.

3. Transportation Costs

The parties shall pay his/her own travel expenses.

4. Foreign and Out-Of-State Travel

Either parent may travel with the children during his/her time-sharing. The parent traveling with the children shall give the other parent at least ten (10) 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 seven (7) days before traveling.

Either parent may travel internationally with the children during his or her timesharing. The travelling parent shall provide no less than 30 days notice to the other parent of his or her travel itinerary, including information about flights and lodging. Neither parent may travel to any country that is not a member of the Hague Convention for International Child Abduction without the express written consent of the non-travelling parent.

The Father shall maintain custody of J.F.R.'s passport, the Mother shall maintain custody of T.R.R.'s passport. Upon notice from a travelling parent, the parent holding a child's passport shall provide the passport to the travelling parent within ten (10) days of said notice. Upon return from international travel, the travelling parent shall return the passport to the other parent within 5 days.

IX. EDUCATION

School designation. For school and school district purposes, the parties shall confer on what parent lives in the better school district and decide the children's school based upon the best educational opportunity available for the children. The children shall remain in the school they currently attend as of the date of this filing through date of matriculation unless otherwise agreed upon by the parties.



X. DESIGNATION FOR OTHER LEGAL PURPOSES

Neither parent shall be designated as majority. This majority designation is SOLELY for purposes of all other state and federal laws which require such a designation. **This designation does not affect either parent's rights and responsibilities under this 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 a messenger to convey information, ask questions, or set up schedule changes.

The parents may communicate with each other in person, by telephone, text message, letter, or by e-mail.

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.

The children may have telephone and e-mail communication with the other parent at anytime. In addition, there shall be a designated period of fifteen (15) minutes whereby the non-timesharing parent shall have access to a telephone or facetime call with the children from 7:15-7:30 p.m. every evening.

3. Costs of Electronic Communication shall be addressed as follows: Each parent shall be solely responsible for their own costs.

XII. CHILD CARE

Each party shall be responsible for his/her own childcare costs.

XIII. MEDICAL

1. Health Insurance shall be maintained by the Father and the costs thereof shall be considered in calculating child support.
2. Each party shall cooperate with the other in the procurement of the above-described insurance and the filing of claims. The party providing an insurance policy covering the children hereunder shall (a) submit all forms required by the insurance company for payment or reimbursement of health or dental care expenses incurred by either party on behalf of the children to the insurance carrier within ten days of that party's receiving any form, receipt, bill, or statement reflecting the expenses, and (b) shall provide to the other party the following information, as applicable, no later than the thirtieth (30th) day after

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the date this Parenting Plan has been signed: the name and address of the employer of the party providing insurance; whether the employer is self-insured or has health or dental insurance available; proof that such insurance has been provided for that children; and the name of the insurance carrier, the number of the policy, a copy of the policy and schedule of benefits, an insurance membership card, claim forms, and any other information necessary to submit a claim or, if the employer is self-insured, a copy of the schedule of benefits, a membership card, claim forms, and any other information necessary to submit a claim. Any change in the foregoing information (including a termination or lapse in coverage) shall be provided by the party providing insurance to the other party within ten (10) days after the providing party learns of such change.

3. "Non-covered Health Care Expenses" means all ordinary, reasonable and necessary expenses not covered by insurance and incurred for medical, health, dental, psychological or psychiatric care on behalf of the children who is the subject of this Judgment, including but not limited to hospitalization, prescriptions, physicians, dentists, orthodontics (including braces), contact lenses and eyeglasses, examinations, and insurance co-payments, and which are incurred while either party has a legal duty to support such children.
4. Non-covered Health Care Expenses shall be divided by the parties as follows: ***The parties shall divide non-covered expenses on a 60/40 basis (father/mother) while spousal support remains \$5150.00, upon said obligation reducing to \$3200.00 per month, the parties shall share uncovered expenses on a 67/33 basis (father/mother), upon the termination of the Father's spousal support obligation, uncovered expenses shall be divided on an 80/20 basis (father/mother).*** A party who pays for a Non-covered Health Care Expense or receives notice of the same shall submit to the other party proof of payment or such notice within thirty (30) days of payment or receipt of notice. Within thirty (30) days after receiving such notification, the other party shall reimburse the paying party or pay the billing party directly for his or her share of the expense, as applicable.
5. Responsibility of any party for payment of health insurance, dental insurance, and/or Non-covered Health Care Expenses shall be considered children support for purposes of enforcement.

XIV 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 the court.

Any substantial changes to the Parenting Plan must be sought through the filing of a supplemental petition for modification.

XV. RELOCATION

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

XVI. DISPUTES OR CONFLICT RESOLUTION



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, but is not required.

XVII. TAX EXEMPTION

1. The Mother shall claim T.R.R. as a dependent and the Father shall claim J.F.R. as a dependent each year for so long as the children remain eligible to be claimed. Upon the older child losing eligibility to be claimed as a dependent, the parties will rotate claiming J.F.R. for so long as he remains eligible to be claimed.
2. Each parent shall promptly sign, upon the request of the other parent, any consents or other papers required by the Internal Revenue Service to provide the dependency exemptions and credits agreed upon between us in this agreement.

XVIII. CHILD SUPPORT

Based upon the Father's net monthly income of \$10,871.00 (reduced by the Father's alimony obligation and considering his payment of health insurance for the children's benefit.) and the Respondent's net monthly income of \$6,840.00 (including imputed income of \$1690.00 per month and alimony of \$5,150.00 per month), and in consideration of the equal timesharing schedule as outlined herein, the Father shall pay child support to the Mother in the amount of \$350.00 per month for two (2) children until August, 2025 at which time the child support obligation shall increase to \$663.00 per month until August, 2028. Beginning September, 2028 the Father's child support obligation shall increase to \$1,430.00 per month until the oldest child reaches the age of 18, graduates from high school, or remains in high school with a reasonable expectation of graduating prior to turning 19, whichever occurs later. Upon the older child reaching the age of majority or aging out of child support as outlined above, the Father's child support for the remaining child shall be \$215.00 per month until the remaining child reaches the age of 18, graduates from high school, or remains in high school with a reasonable expectation of graduating prior to turning 19, whichever occurs later.

The step-down figures outlined herein are based upon estimates and either party may seek a modification or recalculation of child support via motion filing based upon then existing financial circumstances.



JOSEPH BRENT RUSSELL
Petitioner/Father



ANNE ELIZABETH RUSSELL
Respondent/Mother



IN THE CIRCUIT COURT OF THE 18TH JUDICIAL CIRCUIT,
IN AND FOR BREVARD COUNTY, FLORIDA

JOSEPH RUSSELL
Petitioner

Case No.: 05-2022-DR-036960-XXXX-XX
Division: FAMILY

and
ANNE RUSSELL
Respondent

Child's name	Date of Birth	Child's name	Date of Birth
<u>J.F.R.</u>	<u>04/18/2015</u>	<u>T.R.R.</u>	<u>12/15/2011</u>

CHILD SUPPORT GUIDELINES WORKSHEET SUBSTANTIAL TIME-SHARING

TIME-SHARING WORKSHEET

No. of children for shared parenting: <u>2</u>	A. ANNE	B. JOSEPH	TOTAL
1. Present Net Monthly Income From Florida Form 902b or 902c In 27. (see <i>Income Attachment</i>)	7,176	10,872	18,048
2. Basic Monthly Obligation [from child support guidelines chart] There is (are) <u>2</u> minor child(ren) common to the parties.			2,832
3. Percent of Financial Responsibility [Line 1A / Total for ANNE, line 1B / Total for JOSEPH]	39.76 %	60.24 %	
4. Share of Basic Monthly Obligation [Ln 2 X In 3A for ANNE, In 2 X In 3B for JOSEPH]	1,126	1,706	
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]			4,248
	A. ANNE	B. JOSEPH	TOTAL
11. Increased Basic Obligation for each parent [Ln 10 X In 3A for ANNE's share, In 10 X In 3B for JOSEPH's share]	1,689	2,559	
12. Percentage of overnight stays with each parent The child(ren) spend(s) <u>182.5</u> overnight stays with ANNE each year. [multiply by 100/365 for In 12A] The child(ren) spend(s) <u>182.5</u> overnight stays with JOSEPH each year. [multiply by 100/365 for In 12B]	50.00 %	50.00 %	
13. Parent's support multiplied by other Parent's pct of overnights. [Ln 11A X 12B for 13A, 11B X 12A for 13B]	845	1,280	
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)]			221
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]			221
15. Additional Support Payments [Ln 14d X 3A for ANNE's share, Ln 14d X 3B for JOSEPH's share]	88	133	

Petitioner name: JOSEPH RUSSELL

Case No. 05-2022-DR-036960-XXXX-XX

Statutory Adjustments/Credits			
16a. Monthly child care payments actually made	0	0	
16b. Monthly health insurance payments actually made	0	221	
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]	0	221	
18. Total Additional Support Transfer Amount [Line 15 minus line 17; Enter any negative number as zero]	88	0	
19. Total Child Support Owed from ANNE to JOSEPH [Lines 13A + 18A]	933		
20. Total Child Support Owed from JOSEPH to ANNE [Lines 13B + 18B]		1,280	
21. Presumptive Child Support to Be Paid [Comparing In 19 to 20, Subtract smaller amount from larger]	\$ _____ -or- \$ _____		347

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:

Petitioner name: JOSEPH RUSSELL

Case No. 05-2022-DR-036960-XXXX-XX

CHILD SUPPORT GUIDELINES INCOME ATTACHMENT		
	A. ANNE	B. JOSEPH
PRESENT MONTHLY GROSS INCOME:		
1. Gross salary or wages per month	1,690	21,000
2. Alimony from this case per month	5,150	0
3. Rental income per month	0	16
4. TOTAL PRESENT MONTHLY GROSS INCOME	6,840	21,016
PRESENT MONTHLY DEDUCTIONS:		
5. Federal, state, and local income taxes per month	(466)	3,378
6. FICA or self-employment taxes per month	105	828
7. Medicare payments per month	25	344
8. Health insurance not for children per month	0	444
9. Alimony from this case per month	0	5,150
10. TOTAL MONTHLY DEDUCTIONS	(336)	10,144
11. PRESENT NET MONTHLY INCOME (Guideline Worksheet line 1)	7,176	10,872
12. # children for child tax credit (information only)	1	1

IN THE CIRCUIT COURT OF THE 18TH JUDICIAL CIRCUIT,
IN AND FOR BREVARD COUNTY, FLORIDA

JOSEPH RUSSELL _____

Petitioner

and

ANNE RUSSELL _____

Respondent

Case No.: 05-2022-DR-036960-XXXX-XX _____

Division: FAMILY _____

Child's name	Date of Birth	Child's name	Date of Birth
J.F.R.	04/18/2015	T.R.R.	12/15/2011

CHILD SUPPORT GUIDELINES WORKSHEET SUBSTANTIAL TIME-SHARING			
TIME-SHARING WORKSHEET			
No. of children for shared parenting: <u>2</u>	A. ANNE	B. JOSEPH	TOTAL
1. Present Net Monthly Income From Florida Form 902b or 902c In 27. (see <i>Income Attachment</i>)	6,366	12,822	19,188
2. Basic Monthly Obligation [from child support guidelines chart] There is (are) <u>2</u> minor child(ren) common to the parties.			2,917
3. Percent of Financial Responsibility [Line 1A / Total for ANNE, line 1B / Total for JOSEPH]	33.18 %	66.82 %	
4. Share of Basic Monthly Obligation [Ln 2 X In 3A for ANNE, In 2 X In 3B for JOSEPH]	968	1,949	
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]			4,376
	A. ANNE	B. JOSEPH	TOTAL
11. Increased Basic Obligation for each parent [Ln 10 X In 3A for ANNE's share, In 10 X In 3B for JOSEPH's share]	1,452	2,924	
12. Percentage of overnight stays with each parent The child(ren) spend(s) <u>182.5</u> overnight stays with ANNE each year. [multiply by 100/365 for In 12A] The child(ren) spend(s) <u>182.5</u> overnight stays with JOSEPH each year. [multiply by 100/365 for In 12B]	50.00 %	50.00 %	
13. Parent's support multiplied by other Parent's pct of overnights. [Ln 11A X 12B for 13A, 11B X 12A for 13B]	726	1,462	
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)]			221
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]			221
15. Additional Support Payments [Ln 14d X 3A for ANNE's share, Ln 14d X 3B for JOSEPH's share]	73	148	

Petitioner name: JOSEPH RUSSELL

Case No. 05-2022-DR-036960-XXXX-XX

Statutory Adjustments/Credits			
16a. Monthly child care payments actually made	0	0	
16b. Monthly health insurance payments actually made	0	221	
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]	0	221	
18. Total Additional Support Transfer Amount [Line 15 minus line 17; Enter any negative number as zero]	73	0	
19. Total Child Support Owed from ANNE to JOSEPH [Lines 13A + 18A]	799		
20. Total Child Support Owed from JOSEPH to ANNE [Lines 13B + 18B]		1,462	
21. Presumptive Child Support to Be Paid [Comparing In 19 to 20, Subtract smaller amount from larger]	\$ _____ -or- \$ _____ 663		

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: _____



Petitioner name: JOSEPH RUSSELL

Case No. 05-2022-DR-036960-XXXX-XX

CHILD SUPPORT GUIDELINES INCOME ATTACHMENT		
	A. ANNE	B. JOSEPH
PRESENT MONTHLY GROSS INCOME:		
1. Gross salary or wages per month	3,333	21,000
2. Alimony from this case per month	3,200	0
3. Rental income per month	0	16
4. TOTAL PRESENT MONTHLY GROSS INCOME	6,533	21,016
PRESENT MONTHLY DEDUCTIONS:		
5. Federal, state, and local income taxes per month	(88)	3,378
6. FICA or self-employment taxes per month	207	828
7. Medicare payments per month	48	344
8. Health insurance not for children per month	0	444
9. Alimony from this case per month	0	3,200
10. TOTAL MONTHLY DEDUCTIONS	167	8,194
11. PRESENT NET MONTHLY INCOME (Guideline Worksheet line 1)	6,366	12,822
12. # children for child tax credit (information only)	1	1



IN THE CIRCUIT COURT OF THE 18TH JUDICIAL CIRCUIT,
IN AND FOR BREVARD COUNTY, FLORIDA

JOSEPH RUSSELL
Petitioner

Case No.: 05-2022-DR-036960-XXXX-XX
Division: FAMILY

and
ANNE RUSSELL
Respondent

Child's name	Date of Birth	Child's name	Date of Birth
J.F.R.	04/18/2015	T.R.R.	12/15/2011

CHILD SUPPORT GUIDELINES WORKSHEET SUBSTANTIAL TIME-SHARING			
TIME-SHARING WORKSHEET			
No. of children for shared parenting: <u>2</u>	A. ANNE	B. JOSEPH	TOTAL
1. Present Net Monthly Income From Florida Form 902b or 902c In 27. (see <i>Income Attachment</i>)	3,166	16,022	19,188
2. Basic Monthly Obligation[from child support guidelines chart] There is (are) <u>2</u> minor child(ren) common to the parties.			2,917
3. Percent of Financial Responsibility [Line 1A / Total for ANNE, line 1B / Total for JOSEPH]	16.50 %	83.50 %	
4. Share of Basic Monthly Obligation [Ln 2 X In 3A for ANNE, In 2 X In 3B for JOSEPH]	481	2,436	
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]			4,376
	A. ANNE	B. JOSEPH	TOTAL
11. Increased Basic Obligation for each parent [Ln 10 X In 3A for ANNE's share, In 10 X In 3B for JOSEPH's share]	722	3,654	
12. Percentage of overnight stays with each parent The child(ren) spend(s) <u>182.5</u> overnight stays with ANNE each year. [multiply by 100/365 for In 12A] The child(ren) spend(s) <u>182.5</u> overnight stays with JOSEPH each year. [multiply by 100/365 for In 12B]	50.00 %	50.00 %	
13. Parent's support multiplied by other Parent's pct of overnights. [Ln 11A X 12B for 13A, 11B X 12A for 13B]	361	1,827	
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)]			221
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]			221
15. Additional Support Payments [Ln 14d X 3A for ANNE's share, Ln 14d X 3B for JOSEPH's share]	36	185	

Petitioner name: JOSEPH RUSSELL

Case No. 05-2022-DR-036960-XXXX-XX

Statutory Adjustments/Credits			
16a. Monthly child care payments actually made	0	0	
16b. Monthly health insurance payments actually made	0	221	
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]	0	221	
18. Total Additional Support Transfer Amount [Line 15 minus line 17; Enter any negative number as zero]	36	0	
19. Total Child Support Owed from ANNE to JOSEPH [Lines 13A + 18A]	397		
20. Total Child Support Owed from JOSEPH to ANNE [Lines 13B + 18B]		1,827	
21. Presumptive Child Support to Be Paid [Comparing In 19 to 20, Subtract smaller amount from larger]	\$ _____ -or- \$ _____		1,430

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:



Petitioner name: JOSEPH RUSSELL

Case No. 05-2022-DR-036960-XXXX-XX

CHILD SUPPORT GUIDELINES INCOME ATTACHMENT		
	A. ANNE	B. JOSEPH
PRESENT MONTHLY GROSS INCOME:		
1. Gross salary or wages per month	3,333	21,000
2. Rental income per month	0	16
3. TOTAL PRESENT MONTHLY GROSS INCOME	3,333	21,016
PRESENT MONTHLY DEDUCTIONS:		
4. Federal, state, and local income taxes per month	(88)	3,378
5. FICA or self-employment taxes per month	207	828
6. Medicare payments per month	48	344
7. Health insurance not for children per month	0	444
8. TOTAL MONTHLY DEDUCTIONS	167	4,994
9. PRESENT NET MONTHLY INCOME (Guideline Worksheet line 1)	3,166	16,022
10. # children for child tax credit (information only)	1	1