

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

IN RE: THE MARRIAGE OF:

JENNIFER GALLO,

Petitioner/Wife,

and

JORDAN GALLO,

Respondent/Husband.

FAMILY DIVISION: FI

Case No.: 50-2023-DR-007284-XXXX-NB

AGREED FINAL JUDGMENT ON DISSOLUTION OF MARRIAGE

THIS CAUSE came to be heard before the Court on April 3, 2024, upon the *Wife's Petition for Dissolution of Marriage* filed on August 18, 2023 (D.E. #7) and *Husband's Counter-Petition for Dissolution of Marriage and Other Relief* filed on October 5, 2023 (D.E. #17). Wife was presented and represented by counsel, Jennifer B. Rubin, Esq. of Bruce Law Firm, P.A. The Court having heard testimony, taken evidence, reviewed the file and being otherwise duly advised in the premises, hereby makes the following findings of fact and conclusion of law:

1. The Court has jurisdiction over the subject matter and the parties.
2. The parties to this action were married on May 16, 2015.
3. Both parties have been residents of the State of Florida for at least the six-month period immediately before the filing of the *Wife's Petition for Dissolution of Marriage*.
4. The marriage between the parties is irretrievably broken.
5. The parties have two minor children, C.G., a male born July 26, 2017, and O.G., a male born January 3, 2020. Wife is not currently pregnant, and no children are contemplated.
6. The parties entered into a Marital Settlement Agreement dated March 25, 2024, which is attached hereto as **Exhibit "1,"**. A copy of same was previously filed with the Court (D.E. #46). The Marital Settlement Agreement fully resolves all of the parties' rights and responsibilities and issues between them.

7. The parties also executed an Agreed Final Parenting Plan dated March 25, 2024 which is attached hereto as **Exhibit “2.”** The Agreed Final Parenting Plan was previously filed with the Court (D.E. #47) and incorporated by reference and made part of the Marital Settlement Agreement. The parties agree that the Agreed Final Parenting Plan is in the best interest of the minor children.

Accordingly, the Court does hereby **ORDER AND ADJUDGE** as follows:

1. The marriage between the parties is hereby dissolved and each is restored to single status.
2. The parties’ Marital Settlement Agreement dated March 25, 2024, attached hereto as **Exhibit “1”**, including the parties’ executed Agreed Final Parenting Plan, attached hereto as **Exhibit “2”**, is incorporated herein by reference for all purposes, and is approved and expressly made a part of this Final Judgment for Dissolution of Marriage, and all of the terms and provisions of **Exhibit “1” and Exhibit “2”** are RATIFIED, CONFIRMED, and ADOPTED as Orders of this Court to the same extent and with the same force and effect as if its terms and provisions were set forth verbatim in this Final Judgment, and the parties are ORDERED to comply with the terms and provisions of the Marital Settlement Agreement, including the parties’ Agreed Final Parenting Plan. However, notwithstanding incorporation in the Final Judgment, the Marital Settlement Agreement shall not be merged, but it shall survive the judgment and shall be binding on the parties for all time.
3. Each party shall execute and deliver to the other party any documents that may be reasonably required to accomplish the intent of this Final Judgment of Dissolution of Marriage and the Marital Settlement Agreement and each party shall timely perform such other acts as are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Final Judgment of Dissolution of Marriage and the Marital Settlement Agreement.
4. *The Agreed Order on Temporary Timesharing, Sale of Marital Home, and Partial Interim Distribution of Proceeds from Sale* [D.E. 41] entered on January 31, 2024 stated, in relevant part:

For the month of February 2024, the parties shall equally share in all Marital Home Expenses. In the event Wife vacates the Marital Home after February 1, 2024 but prior to February 29, 2024, Wife’s share of the Marital Home Expenses for that month shall be prorated at an amount to be agreed to by the parties through counsel or, if an agreement cannot be reached, by the Court


The parties have subsequently agreed by and through counsel that Husband’s reimbursement for February expenses pursuant to same shall total \$2,275.36. Accordingly, Husband shall pay to Wife via check, direct deposit, or Zelle, the sum

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of \$2,275.36 no later than April 7, 2024 in satisfaction of this obligation. The same shall be enforceable by the contempt powers of this Court.

5. The Court retains jurisdiction in the matter for purposes of enforcement and modification of the terms and conditions contained in the parties' Marital Settlement Agreement, including the parties' Agreed Final Parenting Plan, and the terms and conditions of this Final Judgment of Dissolution of Marriage, for such other and further purposes as may be necessary and proper.
6. The Court shall retain jurisdiction to enter any Qualified Domestic Relations Orders (hereinafter "QDRO") necessary to effectuate the terms of the parties' Marital and Property Settlement Agreement, and to amend the provisions in such QDROs, as may be necessary to effectuate the terms of such QDROs.
7. The Court specifically reserves jurisdiction over this entire matter to enter such further orders as may be deemed equitable and appropriate, including, but not limited to, the determination, adjudication and enforcement of any and all charging liens in this matter.

DONE and ORDERED in chambers at Palm Beach Gardens, Palm Beach County, Florida, this 3rd day of April 2024.


502023DR007284XXXXNB 04/03/2024
Karen M. Miller Circuit Judge

502023DR007284XXXXNB 04/03/2024
Karen M. Miller
Circuit Judge

Karen Miller
Circuit Judge

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EXHIBIT “1”

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

IN RE: THE MARRIAGE OF:

JENNIFER GALLO,

Petitioner/Wife,

and

JORDAN GALLO,

Respondent/Husband.

FAMILY DIVISION: FI

Case No.: 50-2023-DR-007284-XXXX-NB

MARITAL SETTLEMENT AGREEMENT

This Marital Settlement Agreement, referred to as "Agreement" herein, is made in connection with an action for dissolution of marriage between **JENNIFER GALLO**, hereinafter the "Wife" and **JORDAN GALLO**, hereinafter the "Husband", collectively hereinafter the "Parties", who are sworn and agree as follows:

WITNESSETH

WHEREAS, the parties were married to one another on May 16, 2015;

WHEREAS, as of the date of filing the parties have two minor children, Cameron Gallo, date of birth July 26, 2017, and Oliver Gallo, date of birth January 3, 2020;

WHEREAS, no other children were adopted and the Wife is not currently pregnant;

WHEREAS, the parties acknowledge that irreconcilable differences exist, that the marriage is irretrievably broken, and that the parties intend to live separate and apart from each other;

WHEREAS, the parties wish to settle between themselves, now and forever, their respective rights, duties and obligations regarding property, assets, and liabilities;

WHEREAS, each party has read this Agreement and understands its terms and consequences, and each party believes that this Agreement is fair, just, and reasonable;

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

JG
Husband

JG
Wife

NOW, THEREFORE, in consideration of the promises, the mutual covenants, conditions, provisions, undertakings and releases herein and for other good and valuable consideration, the parties hereby mutually covenant and agree with each other as follows:

ARTICLE I
REPRESENTATIONS

- 1.1 **Legal Counsel.** Each party understands that they have had the opportunity to seek their own legal advice by counsel of his or her own selection in the negotiation of this Agreement. Wife has been represented by Jennifer B. Rubin, Esquire of Bruce Law Firm, P.A. and Husband has been represented by Lindsay B. Haber, Esquire of the Law Offices of Lindsay B. Haber, P.A.
- 1.2 **Voluntary Execution.** The parties having been fully, separately and independently apprised and advised of their respective legal rights, remedies, privileges and obligations, arising out of the marriage relationship, and each having, in addition thereto, made independent inquiry and investigation with respect to all of the same, and each party understanding the facts and circumstances, and each party acknowledging that this Agreement is fair, just, adequate and reasonable and in their best interest, and that it is not the result of any fraud, duress or undue influence exercised by either party upon the other or by any other person or persons upon the other, the parties hereby sign this Agreement freely and voluntarily, and intending to be bound by it.
- 1.3 **Disclosure and Acceptance.** Each party is satisfied with the financial disclosure made by the other, and each has had full and ample opportunity to review the other’s finances. Each party has had the opportunity to engage in extensive discovery. The parties acknowledge the cost of discovery, valuation and continued litigation and waive any further disclosure of all assets and liabilities prior to the execution of this Agreement. Each party has elected not to engage in any further financial discovery of the other’s finances, albeit each party has the opportunity to do so.
- 1.4 **Entire Agreement.** Each party understands and agrees that this Agreement constitutes the entire contract of the parties. There have been and there are no representations, warranties, covenants, promises or understandings other than those expressly set forth herein. Each party further represents that he/she has been fully informed of his/her legal rights and obligations, or has had the opportunity to do so, with respect to the subject matter of this Agreement, carefully read this Agreement and understands its provisions and believes that it is a fair Agreement and is not the result of any fraud, duress, overreaching, coercion, or undue influence exercised by either party upon the other or by any other person or persons upon either; and agrees that at no time will either party raise any defense that any terms of this Agreement are unlawful, unenforceable, unconscionable, or against the public policy of Florida or any other state or jurisdiction.
- 1.5 **Freedom From Interference.** The parties hereto agree that neither party shall in any way molest, disturb, harass, annoy or trouble the other or interfere with the peace, comfort, life,



Husband



Wife

business or personal affairs of the other and that each party may conduct, carry on and engage in any employment, business, trade, activity, endeavor or profession, or carry on his or her personal affairs in such manner as he or she shall deem advisable for his or her sole or separate use and benefit, free from any control, restraint or interference, direct or indirect, by the other party, in all respects as if each were unmarried.

- 1.6 **Effective Date.** The “effective date” of this Agreement shall be deemed to be the day that this Agreement is signed by both parties, or in the case of the parties signing this Agreement on different days, the date of the last signature of a party to this Agreement.

ARTICLE II
PARENTING PLAN


- 2.1 The parties have entered into the Agreed Final Parenting Plan (hereinafter “Parenting Plan”) that is filed under separately with the Court and which is incorporated herein by reference and made a part of this Agreement for all purposes. The parties agree that this Parenting Plan is in the best interests of the parties’ minor children and represents the parties’ agreement regarding their responsibilities for the daily tasks associated with the upbringing of the parties’ minor children; this includes but is not limited to decision-making, timesharing, transportation, travel, communication, and extra-curricular activities.

ARTICLE III
CHILD SUPPORT AND INSURANCE

- 3.1 **Tax Credits/Exemptions.** Wife shall be permitted to claim all available dependency deductions/tax credits for the youngest minor child in all tax years for as long as any deductions/credits are available. Husband shall be permitted to claim all available dependency deduction/tax credits for the oldest minor child in all tax years for as long as any deductions/credits are available. The parties will cooperate in executing any necessary documents to effectuate the tax exemptions and deductions as set forth herein.

Once the oldest minor child can no longer be claimed as a dependent, the parents agree to alternate the dependency exemption for the younger minor child with the Mother claiming their youngest minor child in the first year after their eldest is no longer a dependent and the Father claiming their youngest minor child in the second year and the parents shall continue to rotate until their youngest minor child can no longer be declared as a dependent.

- 3.2 **Medical Insurance.** The monthly health insurance for the minor children is currently being provided by Wife. The cost of said insurance policy is included in the Child Support Guidelines. Wife shall continue the coverage for the children under the current policy for as long as the policy is available. In the event the insurance policy is no longer available, Wife shall obtain a comparable replacement health insurance policy for the children and pay for the premiums of said policy. If the comparable replacement health insurance policy for the children is more expensive than the previous policy, the Wife shall be solely responsible for the first \$269.00 as reflected on the Child Support Guidelines and the parties shall then split the amount over \$269.00 of the monthly premiums based on their


Husband


Wife

respective pro rata share as outlined in the applicable Child Support Guidelines Worksheet in effect at that time. The Husband shall reimburse Wife for his portion on the first of every month; this reimbursement shall be considered child support for enforcement purposes.

3.3 **Out of Pocket Medical Expenses.** The parents shall split the emergency and routine medical and dental expenses of the children which are not covered by insurance in accordance with the Child Support Guidelines in effect at that time. The parties shall also split the children’s non-emergency and non-routine reasonable and necessary uncovered medical expenses, so long as same are agreed upon in writing via Our Family Wizard or subject to Section D Paragraph 1(a) of the Parenting Plan, based on their respective pro rata share as outlined in the applicable Child Support Guidelines Worksheet in effect at that time.

The Husband shall pay his share of out of pocket medical expenses, if paid in advance by the Wife, within fifteen (15) days after receipt of a written demand from the Wife via Our Family Wizard, which shall include a copy of the billing statement/invoice, and proof of payment. The Wife shall pay her share of out of pocket medical expenses if paid in advance by Husband, within fifteen (15) days after receipt of a written demand via Our Family Wizard from the Husband, which shall include a copy of the billing statement/invoice and proof of payment. Any demand for reimbursement shall be stale if the paying party fails to make a proper demand for reimbursement within thirty (30) days of making payment requiring reimbursement.

- (a) Consent to any and all of the minor children’s health and mental health providers must be obtained in accordance with the parties’ Shared Parental Responsibility, as outlined in Section D, Paragraph 1 of the parties’ Parenting Plan prior to any treatment on behalf of the minor children. Consent shall not be unreasonably withheld.
- (b) In the event either party no longer consents to treatment by a particular provider, that parent shall notify the other parent in writing via Our Family Wizard and work cooperatively to obtain an alternative in the child’s best interest. Until such time an alternative is agreed upon or determined by the Court, the child shall continue to see the previous provider to ensure no lapses in the child’s treatment.
- (c) In the event the parties cannot agree upon a provider, either party may file a motion with Court to seek an adjudication of such a provider.

3.4 **Childcare and Camp Expenses.** The cost of agreed upon daycare, before care, and aftercare for the minor children shall be split based on their respective pro rata share as outlined in the applicable Child Support Guidelines Worksheet in effect at that time. Each party shall pay his or her share of said expenses directly to the childcare provider prior to or at the time the expense becomes due. However, in the event an expense is paid in advance by the Mother, the Father shall pay his share of said expenses within fifteen (15)

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JG
Husband

JG
Wife

days after receipt of a written demand from the Mother via Our Family Wizard, which shall include a copy of the billing statement/invoice, and proof of payment for the expense. In the event an expense is paid in advance by the Father, the Mother shall pay her share of said expenses within fifteen (15) days after receipt of a written demand from the Father via Our Family Wizard, which shall include a copy of the billing statement/invoice, and proof of payment for the expense. Any demand for reimbursement shall be stale if the paying party fails to make a proper demand for reimbursement within thirty (30) days of making payment requiring reimbursement.

- a. Camps. The cost of agreed upon camps for the minor children shall be split based on their respective pro rata share as outlined in the applicable Child Support Guidelines Worksheet in effect at that time. Each party shall pay his or her share of said expenses directly to the camp provider prior to or at the time the expense becomes due. However, in the event an expense is paid in advance by the Mother, the Father shall pay his share of said expenses within fifteen (15) days after receipt of a written demand from the Mother via Our Family Wizard, which shall include a copy of the billing statement/invoice, and proof of payment for the expense. In the event an expense is paid in advance by the Father, the Mother shall pay her share of said expenses within fifteen (15) days after receipt of a written demand from the Father via Our Family Wizard, which shall include a copy of the billing statement/invoice, and proof of payment for the expense. Any demand for reimbursement shall be stale if the paying party fails to make a proper demand for reimbursement within thirty (30) days of making payment requiring reimbursement.
 - i. Prior to enrolling either of the minor children in camp, the party seeking to enroll the child(ren) must first seek the consent of the other party via Our Family Wizard. Consent shall not be unreasonably withheld.
 - ii. In the event the other party does not consent or agree to enroll the child(ren) in a camp, the party seeking to enroll the child(ren) may do so at his or her own expense. However, the camp shall not impair or impede on the non-consenting party's timesharing with the children.
 - iii. **Summer 2024**. For Summer 2024, the parties agree that the oldest child, C.G., shall attend Village of Wellington summer camp and that the youngest child, O.G. shall attend summer camp at his daycare, Prodigy at Wellington.
- b. The cost of any additional childcare (i.e. babysitters, and nannies) required by either party shall be the sole responsibility of the parent requiring said childcare during his or her timesharing unless otherwise agreed to by the parties in writing.


Husband


Wife

CHILD SUPPORT

- 3.5 **Initial Amount of Support.** Wife shall pay child support to Husband in the sum of \$247.00 per month commencing April 1, 2024 and continuing on the 1st day of each month thereafter.
- 3.6 **Method of Payment.** Child Support shall be paid directly to Husband by check, Zelle, or direct deposit.
- 3.7 The Child Support amount is based on the Husband's current gross income of \$8,333/month and Wife's current gross income of \$17,054/month. The child support guideline calculation forming the basis for this calculation, which also takes into account each party's overnights of timesharing, is attached hereto as **Exhibit "A"**.
- 3.8 **Duration of Support.** Child support shall be paid for the minor children until the earliest of (1) death of child; (2) emancipation of child; (3) marriage of child; (4) the eighteenth (18th) birthday of child unless, in accordance with §743.07, Fla. Stat., as amended from time to time, the child is still in high school, performing in good faith, with a reasonable expectation of graduation before age of nineteen (19), whereupon child support shall continue until the earlier of: (a) a child's graduation from high school; or (b) a child's nineteenth (19th) birthday.
- 3.9 Unless child support is modified by agreement of the parties or subsequent Court Order, Wife's child support shall be modified over time as set forth below:
- (a) Upon the expiration of the durational alimony as awarded herein, Wife shall pay to the Husband as child support the increased sum of \$608.00 per month based on the child support guideline worksheet attached hereto and incorporated herein as **Exhibit "B"**.
 - (b) Upon the first day of the first month that Wife's obligation to provide support pursuant to this Agreement is based on one child instead of two children, Wife shall pay to the Husband as child support the reduced sum of \$363.00 per month based on the child support guideline worksheet attached hereto and incorporated herein as **Exhibit "C"**.
- 3.10 **Retroactive Support.** The parties agree that neither owe the other any retroactive child support.


Husband


Wife

ARTICLE IV
DISTRIBUTION OF ASSETS AND LIABILITIES

4.1 **Equitable Distribution.** Equitable distribution shall be in accordance with the provisions below. The Husband shall receive sole and exclusive ownership of those assets and sole and exclusive responsibility for those liabilities designated to Husband. The Wife shall receive sole and exclusive ownership of those assets and sole and exclusive responsibility for those liabilities designated to Wife.

Except as otherwise stated herein to the contrary, the parties agree they will each retain the assets and liabilities titled in their name only or jointly with any other person (besides the other party), including bank accounts, credit card debts, money market accounts, retirement accounts (including employer sponsored plans), real, personal, or intellectual property, debt owed on real property, motor vehicles and any other asset or liability.

4.2 **Wife's Accounts.** Wife shall retain the following financial accounts:

- Empower Personal Cash [REDACTED]
- Chase Checking [REDACTED]
- Chase Checking [REDACTED]
- Chase Savings [REDACTED]
- IRA [REDACTED]
- Roth IRA [REDACTED]
- Chase Roth IRA # [REDACTED];
- Chase Brokerage [REDACTED]
- Chase Brokerage Retirement [REDACTED]


4.3 **Wife's Debts.** Wife shall be responsible for the following debts/liabilities:

- Chase Amazon Prime # [REDACTED];
- Nordstrom # [REDACTED];
- Synchrony JCI Home Design HVAC # [REDACTED];
- Synchrony JCI Home Design HVAC # [REDACTED];
- All other debts, credit cards, and loans of any kind in Wife's sole name.

In the event Husband is listed as an authorized user on any of the accounts listed above or any other debt held in Wife's name, Wife shall remove Husband as an authorized user and provide proof of same to Husband within ten (10) days of the Effective Date.

4.4 **Husband's Accounts.** Husband shall retain the following financial accounts:

- Chase Checking [REDACTED]
- Chase Savings [REDACTED]
- Jordan Gallo IRA [REDACTED]
- Jordan Gallo Roth IRA # [REDACTED];
- Jordan Gallo Chase IRA # [REDACTED].


Husband


Wife

4.5 **Husband's Debts.** Husband shall be responsible for the following debts/liabilities:

- Citi Costco # [REDACTED];
- Citi Double Cash Mastercard [REDACTED]
- Bank of America Mastercard [REDACTED]
- Bank of America Mastercard [REDACTED]
- USAA Credit Card;
- Capital One Credit Card;
- All other debts, credit cards, and loans of any kind in Husband's sole name.

In the event Wife is listed as an authorized user on any of Husband's credit card accounts or any debt held in Husband's name, Husband shall remove Wife as an authorized user and provide proof of same to Wife within ten (10) days of the Effective Date. Additionally, should Husband be unable to remove Wife as an authorized user from his USAA Credit Card, the Husband shall close his USAA Credit Card.

4.6 **Joint Bank Accounts.** As it relates to the parties' joint bank accounts, they shall be divided as follows within 3 days of the Effective Date of this Agreement:

Chase Checking [REDACTED]: The Wife shall retain the balance of the Chase Checking [REDACTED] which had a value of \$965 as of March 14, 2024, to Wife. Each party represents that they have not withdrawn any funds from the aforesaid account since March 14, 2024. The Wife shall take all steps necessary to remove the Husband's name from or close the account within fifteen (15) days of executing this Agreement and the Husband shall sign all documents necessary.

Chase Savings [REDACTED]: The Wife shall retain the balance of the Chase Savings [REDACTED] which had a value of \$0 as of March 14, 2024, to Wife. Each party represents that they have not withdrawn any funds from the aforesaid account since March 14, 2024. The Wife shall take all steps necessary to remove the Husband's name from or close the account within fifteen (15) days of executing this Agreement and the Husband shall sign all documents necessary.

Empower Brokerage [REDACTED]: The Husband shall retain the balance of the Empower Brokerage [REDACTED] which had a value of \$40,018 as of February 28, 2024. Each party represents that they have not withdrawn any funds from the aforesaid account since February 28, 2024. The Husband shall take all steps necessary to remove the Wife's name from the account within fifteen (15) days of executing this Agreement and the Wife shall sign all documents necessary. If the Wife's name cannot be removed from the account, the Husband shall transfer the funds to a new account and the parties shall close this account within thirty (30) days of executing this Agreement.

Florida Prepaid 529 Plan # [REDACTED] and # [REDACTED]: The Wife shall retain the balance of the Florida Prepaid 529 Plans ending in [REDACTED] and [REDACTED] on behalf of the minor children as of the Effective Date. Wife shall be entitled to unilateral access and control to said accounts, including but not limited to the withdrawal, distribution and allocation of any funds

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Husband

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Wife

contained therein. The Husband shall sign any and all documents necessary to remove his name from the accounts within fifteen (15) days of being presented with same. As an equalizing payment for Husband’s interest in the Florida Prepaid 529 accounts, Wife shall pay \$8,000 directly to the Husband out of Wife’s share of the Net Sales Proceeds at the time of closing on the sale of the Marital Residence.

4.7 **Joint Debts.** All marital debts have been allocated above and the parties are not aware of any other joint debts.

4.8 **Tax Deferred Retirement Accounts:**

Unless otherwise stated herein, each party shall retain all tax deferred retirement accounts titled in their name only.


Husband shall receive one half (50%) of the marital portion of Wife’s Fidelity NetBenefits Sage Dental 401K through a Qualified Domestic Relations Order (“QDRO”). To effectuate the agreed upon division of the tax deferred retirement account, the parties shall hire Matthew Lundy, Esquire to prepare the QDRO and equally divide the cost of Mr. Lundy’s services.

For purposes of this Agreement, the “marital portion” as referenced in this section shall be defined as 50% of Husband’s accrued interest in Wife’s Fidelity NetBenefits Sage Dental 401K as of August 18, 2023. Wife warrants and represents that she has not taken any distributions or loans or done anything to reduce the value of the tax deferred retirement account to be divided.

4.9 **Motor Vehicles.** The Husband shall retain sole and exclusive use and possession and sole ownership of the Subaru that is currently leased in Husband’s sole name (hereinafter referred to as “Husband’s Vehicle”). The Wife hereby waives, relinquishes, discharges, and divests herself of any and all claims to, and any and all right, title and interest in Husband’s Vehicle. The Husband shall indemnify and hold the Wife harmless from any and all liability arising out of the use, operation and control of Husband’s Vehicle, including any and all attorney’s fees and costs/suit monies either party incurs in connection therewith. Furthermore, Husband shall indemnify and hold Wife harmless from any loan payments, insurance, and other operating expenses associated with Husband’s Vehicle.

The Wife shall retain sole and exclusive use and possession and sole ownership of the Subaru that is currently leased in Wife’s sole name (hereinafter referred to as “Wife’s Vehicle”). The Husband hereby waives, relinquishes, discharges, and divests himself of any and all claims to, and any and all right, title and interest in Wife’s Vehicle. The Wife shall indemnify and hold the Husband harmless from any and all liability arising out of the use, operation and control of Wife’s Vehicle, including any and all attorney’s fees and costs/suit monies either party incurs in connection therewith. Furthermore, Wife shall indemnify and hold Husband harmless from any loan payments, insurance, and other operating expenses associated with Wife’s Vehicle.


Husband


Wife

Within ten (10) days of the mutual execution of this Agreement the parties shall, if applicable, execute any and all papers necessary to: 1) transfer to the other all right, title and interest in said vehicles being retained by the other party pursuant to this Agreement; and 2) to lawfully remove the other's name from (a) the title, (b) the registration, and (c) all insurance policies on the vehicles being retained by the other party pursuant to this Agreement. On the effective date of this Agreement, and if applicable, each party will surrender and return to the other, any vehicle keys, titles, registrations, manuals and/or other documentation relating to the vehicles they receive under this Agreement which is in his or her possession.

The Marital Residence.

4.10 There exists certain real property in which both parties have an interest as tenants by the entirety, hereinafter referred to as "Marital Residence" located at 12192 Branding Iron Court Wellington, Fl 33414 with the following legal description:

Lot 12, Block 5, Pinewood East No. 2 Of Wellington P.U.D.,
According To The Plat Thereof As Recorded In Plat Book 33, Page
96, Public Records Of Palm Beach County, Florida.


Property Appraiser's Parcel Id No. 73-41-44-03-03-005-0120


4.11 Each party warrants and represents to the other by signing this Agreement that they are not aware of any loans/liens encumbering the Marital Residence with the exception of the following: the mortgage securing the promissory note in favor of LoanDepot.com with the approximate balance of \$363,208 as of August 7, 2023. Neither party shall further encumber the Marital Residence or pledge their interest in said residence as security or collateral for any purpose. The parties shall list the Marital Residence for sale and divide the Net Sale Proceeds as set forth herein.

4.12 **Realtor.** The parties have already listed the Marital Residence for sale with Mary Sue Jacobs of Destiny Realty.

4.13 **Listing Price.** The listing price and details regarding the sale of the Marital Residence shall be governed by the Separate Agreement Regarding Sale of Marital Residence ("Separate Agreement") that is being signed by the parties concurrently with this Agreement. The terms of the Separate Agreement are hereby incorporated into this Agreement by reference. The Separate Agreement shall be kept confidential by the parties as set forth further in the Separate Agreement and shall not be filed with the Court except as specified in the Separate Agreement.

4.14 **Listing Agreement.** The parties have already executed a listing agreement with the selected real estate agent. Forty-five days prior to the conclusion of the initial six-month listing period, the parties shall discuss who shall be the listing agent for the next six month period and they shall jointly agree in writing to re-list the property with the same real estate agent or they shall jointly select in writing a new real estate agent. If the parties are unable to jointly select who shall be the listing agent for the second six month listing period within


Husband


Wife

30 days prior to the expiration of the initial six-month listing period, the parties shall each select a realtor within ten days, and the two realtors selected by the parties shall determine within ten days the realtor to be used by the parties. If the two realtors selected by the parties cannot agree upon the realtor to use, the Court shall determine the realtor at a uniform motion calendar (non-evidentiary) hearing (the parties agree to waive the need for an evidentiary hearing on this issue).


4.16 **Expenses/Income of Marital Residence.** Husband shall be exclusively responsible for all of the monthly carrying costs of the Marital Residence until sold, including currently accrued expenses, including but not limited to real estate taxes, mortgage payments, homeowners insurance, homeowners’ association dues, utilities, and routine maintenance expenses (hereinafter, the “Marital Residence Expenses”). Husband shall indemnify and hold Wife harmless from all of the Marital Residence Expenses. Furthermore, the parties shall equally share in currently owed or future rental income derived from this property, if any.

Additionally, the Agreed Order on Temporary Timesharing, Sale of Marital Home and Partial Interim Distribution of Proceeds from Sale dated January 31, 2024 (“Marital Residence Agreed Order”) sets forth how the Marital Residence Expenses for February 2024 shall be paid in paragraphs 6 and 7. The parties agree that paragraphs 6 and 7 of the Marital Residence Agreed Order are preserved for entitlement purposes should either party need to seek reimbursement for February 2024 Marital Residence Expenses.

In the event Husband is delinquent in payment of any of the Marital Residence Expenses, without limiting Wife’s enforcement of this contract, Wife shall have the option to pay any of the Marital Residence Expenses and seek reimbursement from what would otherwise be the Husband’s share of the Net Sales Proceeds of the Marital Residence. In such an instance, Wife shall be reimbursed at closing on the sale of the Marital Residence for any portion of the Marital Residence Expenses Wife pays pursuant to this paragraph. Such reimbursement to Wife shall be made prior to any portion of the Net Sales Proceeds of the Marital Residence being disbursed to Husband.

Husband shall not receive any credits for payment of the Marital Residence Expenses as required hereunder, including payments of the mortgage, at the time of the sale of the Marital Residence.

4.17 **Repairs to the Marital Residence.** Any and all repairs that are reasonable and necessary for the sale of the Marital Residence shall be mutually agreed to in writing by both parties and the parties shall divide such cost equally (50/50). Prior to making a reasonable and necessary repair, the party requesting the repair shall notify the other party in writing as to the details of said repair and the cost of same and the non-requesting party shall provide consent prior to the repair being made. Consent shall not be unreasonably withheld. Any and all repairs that are recommended to be done to the Marital Residence by the realtor must be reasonable and mutually agreed upon in writing by both the Husband and Wife prior to the repairs taking place. Should one party advance the costs of a repair that is reasonable and necessary and was agreed to in writing by the parties as required herein,


Husband


Wife

that party must provide proof to the other party of incurring such cost(s) with fifteen days of same, and unless the cost is disputed in good faith in writing within fifteen days thereafter, the party who advanced such cost(s) shall be fully credited for same from the other party's Net Sales Proceeds of the Marital Residence. For any cost(s) remaining disputed or outstanding at the time of closing, if the parties cannot resolve same on their own, then fifty percent (50%) of the disputed amount(s) each from their respective share of the Net Sales Proceeds shall be retained in escrow at closing (and/or transferred by the closing agent to the party's attorney's trust account), and the parties shall file a Motion with the Court for resolution of the issue(s).

- 4.18 **Definition of "Net Sales Proceeds"**. For purposes of this entire Agreement, Net Sales Proceeds shall be defined as Contract Price on the sale of the Marital Residence minus payoff of the mortgage encumbering the property, any other liens encumbering the property, reasonable closing costs, and reasonable broker's commissions.
- 4.19 **Division of Net Sales Proceeds**. Upon the closing of the sale of the Marital Residence the parties shall divide the Net Sales Proceeds as follows: Wife shall receive fifty percent (50%) of the Net Sales Proceeds and Husband shall receive fifty percent (50%) of the Net Sales Proceeds.

In the event either party owes the other party for reimbursement of repairs to the Marital Residence or payments of Marital Residence Expenses, as set forth above, the reimbursement shall be made from cash at closing from what would otherwise be the other party's portion of the Net Sales Proceeds, prior to any disbursement of the Net Sales Proceeds to the party who owes the reimbursement.

Additionally, as set forth below in Article X of this Agreement, Wife shall satisfy her remaining obligation of \$15,000 towards Husband's attorney's fees and the same shall be paid to the Law Offices of Lindsay B. Haber, P.A. from cash at closing from what would otherwise be the Wife's portion of the Net Sales Proceeds.

Furthermore, as set forth below in Article IV Section 4.6 of this Agreement, Wife shall satisfy her equalizing payment of \$8,000 to Husband and the same shall be directly to Husband from cash at closing from what would otherwise be the Wife's portion of the Net Sales Proceeds.

4.20 **Marital Property within Marital Residence**.

- (a) Each party shall keep their separate, non-marital property within the Marital Residence. The Husband's non-marital property within the Marital Residence includes, but is not limited to, the children's furniture.
- (b) The Wife has already removed several pieces of marital property from the Marital Residence to date. If there are any other marital household furnishings or furniture that the Wife would like to keep, the Wife shall provide the Husband with a list within ten (10) days of executing this

DS

 Husband


 Wife

Agreement. If the Husband would like to keep any of the items that are on the Wife's list, then the parties shall divide such contested items with the Husband picking first and the Wife picking second and continuing to alternate until the contested items are all divided.

- (c) Except as otherwise stated herein, the parties shall each retain their personal items, clothing, and jewelry in their possession.

4.21 **Taxes.**

- a. The parties shall file a joint federal income tax return for the 2023 tax year. Within fifteen (15) days of executing this Agreement, each party shall provide their accountant, David Burns, with their 2023 tax documents. The parties confirm by signing this Agreement that their income for the 2023 tax year will be as stated on their W-2s, 1099, K-1s produced in this case. The parties shall utilize David Burns to prepare the return, and shall equally share in the cost of the return. The parties shall equally divide any federal tax refund and share equally in any federal tax deficiency.
- b. Unless otherwise agreed upon, the parties shall file federal tax returns separate from each other for tax year 2024 and all future tax years.

4.22 **Miscellaneous.**

- a. Except as otherwise specified in this Agreement, each party shall retain all items of personal property, including jewelry, currently in their possession as well as all financial accounts in their name.
- b. Except as otherwise specified in this Agreement, each party shall receive any and all benefits existing by reason or his or her past, present, or future employment, including but not limited to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses or disability plan, whether matured or unmatured, secured or unsecured, vested or otherwise together with all increases thereof, the proceeds therefrom and any other rights related thereto.
- c. Except as otherwise provided in this Agreement, each party shall be exclusively responsible for all credit card debt and loans standing in their name alone including all loans from family, if any. Each party will keep their own credit cards.
- d. Except as otherwise provided herein, each party represents and warrants to the other that he or she has not incurred any debts nor made any type of contract or credit or other arrangement, of any kind or nature whatsoever, for which the other or the other's estate may now be liable and that he or she will not, in the future, incur any debts nor make any type of contract or credit or other arrangement, of any kind or nature whatsoever, whereby he or she may be entitled to extensions of the credit of the other or arising under such circumstances as would or might permit anyone extending such credit to look to the other for payment.
- e. Each party represents and warrants to the other that there are no joint debts and obligations of the parties other than as specified herein. Each party agrees to pay


Husband


Wife

and to hold the other harmless from any and all debts or obligations which are not specifically identified herein and which were incurred by him or her prior to the effective date of this Agreement. Therefore, if any claim, action, or proceeding is hereafter initiated seeking to hold the other party liable on account of such debts or obligations, the offending party will, at his or her sole expense, defend the other party against any such claim, action or proceeding, whether or not well-founded. Further, the offending party shall: (1) hold the other harmless from all costs and liability arising in connection with or resulting from said debts or obligations; and (2) indemnify the other party against all loss, of every kind and nature whatsoever, arising in connection with or resulting from said debts or obligations, including but not limited to, any and all attorney’s fees and costs incurred by the non-offending party should he or she have to defend himself or herself or seek enforcement of this provision against the offending party.

ARTICLE V
ALIMONY

- 5.1 **Bridge-The-Gap Alimony:** As and for bridge-the-gap alimony, Wife shall pay Husband One Thousand Five Hundred Dollars and xx/100 (\$1,500.00) per month to Husband with the first payment due on April 1, 2024 and continuing on the first day of each month for a total of 24 payments.
- 5.2 Wife’s alimony obligation hereunder shall terminate upon the conclusion of the twenty-four monthly payments, upon the death of either party, upon the remarriage of Husband or upon finding of Husband to be living in a supportive relationship. With the exception of the foregoing, the amount and duration of Wife’s alimony obligation shall be non-modifiable, no matter the circumstance.
- 5.3 Alimony shall be paid directly by Wife to Husband by check, Zelle, or direct deposit.

ARTICLE VI
MUTUAL RELEASES

- 6.1 **General Release.** Except as otherwise set forth in this Agreement, each party (for himself and herself, and his heirs or her heirs, legal representatives, executors, administrators and assigns) hereby irrevocably releases, remises, relinquishes and forever discharges, the other from all causes of action, claims, rights, or demands whatsoever, in law or in equity, which either of the parties had, or now have, against the other. Each party hereby irrevocably releases and relinquishes all claims, rights and interests which that party may now have in any property real, personal or mixed of the other party, whenever and however such property may have been acquired by the said party, and each party represents that all the said property, real, personal or mixed, owned by either of the parties at the time of their marriage, or subsequently acquired, separately or together, and owned by the parties or either of them at the time of their separation has heretofore been equitably distributed and apportioned between them and each party hereby ratifies and affirms that distribution.


Husband


Wife

- 6.2 **Marital Claims.** Except as provided in this Agreement, each party releases the other from all claims and demands of every sort to the same extent as if the parties had never been married, particularly including, but not limited to:
- a. All forms of alimony, including periodic alimony, lump sum alimony, any other alimony or support, special equities, equitable distribution and division of property rights.
 - b. To elect to take against any Will or Codicil of the other party now in force. This shall not apply to any Wills or Codicils executed after the date of this Agreement;
 - c. To share in the other party's estate and to exercise any right of elective share he or she may have; and
 - d. To act as Personal Representative or Administrator of the other party's estate except only as provided by a Will or Codicil executed after the date of this Agreement.

ARTICLE VII
TESTAMENTARY DISPOSITION

Except as otherwise provided herein, each party waives dower in and to the assets of the estate of the other, and either party shall have the right of disposing of his or her respective property by a Last Will and Testament with the same force and effect as if the parties were unmarried. The estate of either shall belong to the person or persons who would have become entitled thereto were the parties unmarried. Both parties further agree that they will permit any Will of the other to be probated and that in the event that either shall die intestate, both parties agree to allow the administration of the other's estate to be taken out by persons who would have been entitled thereto as though the parties hereto were now unmarried. Each party hereto further waives any and all rights to the other party's estate, including but without limitation, a right of family allowance.

ARTICLE VIII
TIME OF THE ESSENCE

The parties understand and agree that time is of the essence for them to perform all duties and obligations in this Agreement.

ARTICLE IX
FURTHER ASSURANCES

The Husband and Wife shall, upon execution of this Agreement and from time to time at the request of the other or at the request of his or her legal representatives, promptly make, execute, acknowledge and deliver to the other party, any and all future instruments that may be reasonably required or desirable for the purpose of giving full force and effect to the provisions of this Agreement. Unless a time is specified in which papers must be executed and delivered to accomplish a transfer or in which another act must be done, the party required to do the act or execute the instrument shall do so within ten (10) days of the request of the party.


Husband


Wife

ARTICLE X
ATTORNEY FEES

Wife shall pay \$5,000 by check made payable to the Law Offices of Lindsay B. Haber, P.A., delivered to 4755 Technology Way, Suite 108, Boca Raton, Florida 33431 by March 31, 2024. Additionally, Wife shall pay \$15,000 as and for Husband’s attorney’s fees directly to the Law Offices of Lindsay B. Haber, P.A. out of Wife’s share of the Net Sales Proceeds at closing on the sale of the Marital Residence.

Except as otherwise stated herein, each party shall be solely responsible for their own attorney’s fees, suit money and costs incurred in the pending dissolution of marriage action as long as the only future legal issues that remain are finalizing the parties’ divorce through an uncontested final hearing that incorporates the terms of this Agreement.

In the event future litigation is necessary to enforce or interpret this Agreement, the non-prevailing party shall pay the prevailing party’s reasonable attorney’s fees and costs incurred in enforcing this Agreement, including attorney’s fees and costs for any litigation over the entitlement or amount of attorney’s fees and costs pursuant to this section of the Agreement. For purposes of enforcing this provision, the Court may determine which party is “the prevailing party” on an issue by issue basis.

ARTICLE XI
TAX ADVICE

The parties hereby acknowledge and agree that each has had the opportunity to retain his/her own accountants, certified public accountants, tax advisor or tax attorney with reference to the tax implications of this Agreement. Further, both parties hereby acknowledge that neither has relied upon the tax advice that may or may not have been given by their respective attorneys who have represented them in negotiating this Agreement and their dissolution of marriage proceedings. Further, both parties hereby acknowledge that each has been advised by their respective attorney to seek his or her own independent tax advice by retaining an accountant, certified public accountant, tax attorney, or tax advisor with reference to the tax implications of this Agreement. Further, the parties acknowledge and agree that their signatures to this Agreement serve as their acknowledgment that they have read this particular paragraph and have had the opportunity to seek independent tax advice.

ARTICLE XII
MODIFICATION AND WAIVER

The parties hereby agree that modification or waiver of any provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.



Husband



Wife

ARTICLE XIII
AGREEMENT BINDING ON SUCCESSORS

Except as otherwise noted herein, each and every covenant, promise and agreement herein shall inure to the benefit and shall be binding upon the heirs, legatees devisees, assignees, administrators, personal representatives, executors, and successors in interest of the parties hereto.

ARTICLE XIV
GOVERNING LAW

This Agreement shall be construed and interpreted under and in accordance with the laws of the State of Florida.

ARTICLE XV
ARTICLE AND PARAGRAPH HEADINGS

The titles of the various articles and paragraphs of this Agreement are supplied for convenience only and are not intended to add or to detract from this Agreement nor are they to be used to construe or interpret this Agreement.

In the event any provision of this Agreement should be held to be contrary to, or in doubt under, the law of any country, state or other jurisdiction, such illegality or invalidity shall not affect in any way any other provision hereof, all of which shall continue, nevertheless, in full force and effect in any country, state or jurisdiction in which such provision is legal and valid.

ARTICLE XVI
RECONCILIATION

It is the intention of the parties that this Agreement remain in full force and effect, to the extent permitted by law, notwithstanding either: (a) any reconciliation between the parties and resumption of their marriage; or (b) dissolution of the marriage and subsequent remarriage of the parties, and each party waives any defense of reconciliation in the event of any future action to enforce this Agreement. The parties intend that any executory provisions of this Agreement that remain at the time of reconciliation shall not be affected or abrogated by reconciliation and that those provisions shall survive and be binding upon the parties nevertheless.

ARTICLE XVII
SUBSEQUENT DISSOLUTION OF MARRIAGE & EXECUTION

Nothing contained in this Agreement shall be construed to prevent either party from obtaining a dissolution of marriage in any Court of competent jurisdiction.

In any action for dissolution of marriage, neither of the parties, provided that neither is in default under this Agreement, shall make claim for alimony, either temporary or permanent, or for attorney's fees, or for other relief inconsistent with the terms of this Agreement.


Husband


Wife

This Agreement shall be offered in evidence by either party in any action for dissolution of marriage, and if acceptable to the Court, shall be referred to and approved by the Court. However, notwithstanding incorporation in any Final Judgment dissolving the marriage of the parties, this Agreement shall not be merged in the Final Judgment dissolving the parties' marriage. This Agreement shall survive the Final Judgment and shall be binding on the parties as a contract.

ARTICLE XVIII
SEPARATE COUNTERPARTS

This Agreement may be simultaneously executed in any number of counterparts, including by facsimile signature(s) or emailed signatures, and all of each which when so executed and delivered shall constitute but one and the same instrument, and each of such counterparts shall for all purposes be deemed to be an original. The effective date of this Agreement shall be the date of the last signature of the parties.

ARTICLE XIX
WIFE'S ACKNOWLEDGMENT

By signing this Agreement, Wife acknowledges that she waives any rights against Jennifer B. Rubin, Esquire and the Bruce Law Firm, P.A. even if she ultimately determines that the law may have entitled her to a better settlement as Wife admits she is entering into this Agreement based on what she is willing to accept and not based on the recommendations of her attorney. Wife acknowledges that Jennifer B. Rubin, Esquire and the Bruce Law Firm, P.A. advised her that what she receives in a settlement pursuant to Florida law could be substantially more than what she is receiving pursuant to this Agreement. Wife also acknowledges by signing this Agreement that she has had the opportunity to have the terms of this waiver reviewed by independent legal counsel.

[The remainder of this page is intentionally blank]



Husband



Wife

I, JENNIFER GALLO, by signing below, certify that I have assented to this Marital Settlement Agreement freely and voluntarily. I, JENNIFER GALLO, by signing below, certify that I have read this Marital Settlement Agreement, understand its terms and consequences, and am freely and voluntarily executing this Marital Settlement Agreement.

03 / 25 / 2024

DATE

Jennifer Gallo

JENNIFER GALLO



Husband

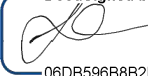
JG

Wife

I, JORDAN GALLO, by signing below, certify that I have assented to this Marital Settlement Agreement freely and voluntarily. I, JORDAN GALLO, by signing below, certify that I have read this Marital Settlement Agreement, understand its terms and consequences, and am freely and voluntarily executing this Marital Settlement Agreement.

3/22/2024

DATE

DocuSigned by:


06DB596B8B2E493...

JORDAN GALLO




Husband



Wife

Exhibit “A”


Husband


Wife

IN THE CIRCUIT COURT OF THE JUDICIAL CIRCUIT
IN AND FOR COUNTY, FLORIDA
Case No:

Petitioner,

and

Respondent.

Division:

| Child's Name | Date of Birth | Child's Name | Date of Birth |
|--------------|---------------|--------------|---------------|
|--------------|---------------|--------------|---------------|

CHILD SUPPORT GUIDELINES WORKSHEET - SUBSTANTIAL TIME-SHARING
TIME-SHARING WORKSHEET

| | A. Mother JENNIFER | B. Father JORDAN | Total |
|--|-----------------------|---------------------|---------------|
| No. of Children for Shared Parenting: 2 | | | |
| 1. Gross Income | 17,054 | 8,333 | |
| A. Less Allowed Deductions | (4,284) | (1,680) | |
| B. Spousal Support this case | (1,500) | 1,500 | |
| C. Other Adjustment | 0 | 0 | |
| D. Present Net Monthly Income | 11,270 | 8,153 | 19,423 |
| <small>Enter the amount from line number 27, Section I of Florida Family Law Form 12.902 (b) or (c), Financial Affidavit</small> | | | |
| 2. Basic Monthly Obligation | | | 2,935 |
| <small>There are 2 minor children common to the parties. Using the total amount on line 1D, enter the appropriate amount from the child support guidelines chart.</small> | | | |
| 3. Percent of Financial Responsibility | 58.02% | 41.98% | 100% |
| <small>Divide the amounts on line 1D for each parent by the total amount on line 1D to get the percentage for each parent</small> | | | |
| 4. Share of Basic Monthly Obligation | 1,703 | 1,232 | 2,935 |
| <small>Multiply the number on line 2 by the percent for each parent on line 3</small> | | | |
| Lines 5 through 9 are not used on substantial time-sharing | | | |
| Substantial Time-Sharing (GROSS UP METHOD) If each parent exercises time-sharing at least 20 percent of the overnights (73 overnights in the year), complete lines nos. 10 through 23 | | | |
| 10. Basic Monthly Obligation * 150% | | | 4,403 |
| <small>[Multiply line 2 by 1.5]</small> | | | |
| 11. Increased Basic Obligation for Each Parent | 2,555 | 1,848 | 4,403 |
| <small>Multiply the number on line 10 by the percent for each parent on line 3</small> | | | |
| 12. a. Overnights with Each Parent (Must total 365) | 182 | 183 | 365 |
| b. Percentage of Overnight Stays with Each Parent | 49.86% | 50.14% | 100% |
| 13. Parent's Support Multiplied by Other Parent's Percentage of Overnights | 1,281 | 921 | |
| <small>[Multiply line 11 by other parent's line 12a]</small> | | | |
| Additional Support - Health Insurance, Child Care & Other | | | |
| 14. a. Total Monthly Child Care Costs | 0 | 0 | 0 |
| <small>[Child care costs should not exceed the level required to provide quality care from a licensed source. See § 61.30(7), Florida Statute for more information.]</small> | | | |
| 14. b. Total Monthly Child(ren) Health Insurance Costs | 269 | 0 | 269 |
| <small>[This is only amounts actually paid for health insurance on the child(ren).]</small> | | | |

DS
JG

Husband

JG
Wife

| Petitioner name: | Case No. | | Total |
|--|-----------------------|---------------------|-------|
| | A. Mother JENNIFER | B. Father JORDAN | |
| 14. c. Total Monthly Child(ren)'s Noncovered Medical, Dental and Prescription Medication Costs | 0 | 0 | 0 |
| 14. d. Total Monthly Child Care && Health Costs [Add lines 14a + 14b + 14c] | | | 269 |
| 15. Additional Support Payments Multiply the total number on line 14d by the percentage on line 3 for each parent | 156 | 113 | |
| Statutory Adjustments/Credits | | | |
| 16.a. Monthly child care payments actually made | 0 | 0 | |
| 16.b. Monthly health insurance payments actually | (269) | 0 | |
| 16.c. Monthly payments actually made for any noncovered medical, dental, && prescription medication expenses of the children not ordered to be separately paid on a percentage basis. [See § 61.30(8), Florida Statutes] | 0 | 0 | |
| 17. Total Support Payments Actually Made [Add lines 16a through 16c] | (269) | 0 | |
| 18. Total Additional Support Transfer Amount [Line 15 minus line 17; enter any negative number as zero] | 0 | 113 | |
| 19. Total Child Support Owed from Father to Mother [Add lines 13 + 18] | 1,281 | | |
| 20. Total Child Support Owed from Mother to Father [Add lines 13 + 18] | | 1,034 | |
| 21. Other Adjustments (Fla.Stat. § 61.30(11)(a)) | | | |
| 21a. Other Adjustment #1 | 0 | 0 | |
| 21b. Other Adjustment #2 | 0 | 0 | |
| 22. Child Support After Adjustments | 1,281 | 1,034 | |
| 23. ACTUAL CHILD SUPPORT TO BE PAID Difference between amounts on line 22 | 247 | 0 | |

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. (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:

Comments:

DS
JG

Husband

JG

Wife

Exhibit “B”

^{DS}
JG

Husband

JG

Wife

IN THE CIRCUIT COURT OF THE JUDICIAL CIRCUIT
 IN AND FOR COUNTY, FLORIDA
 Case No:

Petitioner,
 and
 Respondent.
 Division:

Child's Name Date of Birth Child's Name Date of Birth

CHILD SUPPORT GUIDELINES WORKSHEET - SUBSTANTIAL TIME-SHARING
 TIME-SHARING WORKSHEET

| | A. Mother JENNIFER | B. Father JORDAN | Total |
|--|-----------------------|---------------------|---------------|
| No. of Children for Shared Parenting: 2 | | | |
| 1. Gross Income | 17,054 | 8,333 | |
| A. Less Allowed Deductions | (4,284) | (1,680) | |
| B. Spousal Support this case | 0 | 0 | |
| C. Other Adjustment | 0 | 0 | |
| D. Present Net Monthly Income | 12,770 | 6,653 | 19,423 |
| <small>Enter the amount from line number 27, Section I of Florida Family Law Form 12.902 (b) or (c), Financial Affidavit</small> | | | |
| 2. Basic Monthly Obligation | | | 2,935 |
| <small>There are 2 minor children common to the parties. Using the total amount on line 1D, enter the appropriate amount from the child support guidelines chart.</small> | | | |
| 3. Percent of Financial Responsibility | 65.75% | 34.25% | 100% |
| <small>Divide the amounts on line 1D for each parent by the total amount on line 1D to get the percentage for each parent</small> | | | |
| 4. Share of Basic Monthly Obligation | 1,930 | 1,005 | 2,935 |
| <small>Multiply the number on line 2 by the percent for each parent on line 3</small> | | | |
| <small>Lines 5 through 9 are not used on substantial time-sharing</small> | | | |
| Substantial Time-Sharing (GROSS UP METHOD) If each parent exercises time-sharing at least 20 percent of the overnights (73 overnights in the year), complete lines nos. 10 through 23 | | | |
| 10. Basic Monthly Obligation * 150% | | | 4,403 |
| <small>[Multiply line 2 by 1.5]</small> | | | |
| 11. Increased Basic Obligation for Each Parent | 2,895 | 1,508 | 4,403 |
| <small>Multiply the number on line 10 by the percent for each parent on line 3</small> | | | |
| 12. a. Overnights with Each Parent (Must total 365) | 182 | 183 | 365 |
| b. Percentage of Overnight Stays with Each Parent | 49.86% | 50.14% | 100% |
| 13. Parent's Support Multiplied by Other Parent's Percentage of Overnights | 1,452 | 752 | |
| <small>[Multiply line 11 by other parent's line 12a]</small> | | | |
| Additional Support - Health Insurance, Child Care & Other | | | |
| 14. a. Total Monthly Child Care Costs | 0 | 0 | 0 |
| <small>[Child care costs should not exceed the level required to provide quality care from a licensed source. See § 61.30(7), Florida Statute for more information.]</small> | | | |
| 14. b. Total Monthly Child(ren) Health Insurance Costs | 269 | 0 | 269 |
| <small>[This is only amounts actually paid for health insurance on the child(ren).]</small> | | | |

DS
 JG

Husband

JG

 Wife

| Petitioner name: | Case No. | | Total |
|--|-----------------------|---------------------|-------|
| | A. Mother JENNIFER | B. Father JORDAN | |
| 14. c. Total Monthly Child(ren)'s Noncovered Medical, Dental and Prescription Medication Costs | 0 | 0 | 0 |
| 14. d. Total Monthly Child Care && Health Costs [Add lines 14a + 14b + 14c] | | | 269 |
| 15. Additional Support Payments Multiply the total number on line 14d by the percentage on line 3 for each parent | 177 | 92 | |
| Statutory Adjustments/Credits | | | |
| 16.a. Monthly child care payments actually made | 0 | 0 | |
| 16.b. Monthly health insurance payments actually | (269) | 0 | |
| 16.c. Monthly payments actually made for any noncovered medical, dental, && prescription medication expenses of the children not ordered to be separately paid on a percentage basis. [See § 61.30(8), Florida Statutes] | 0 | 0 | |
| 17. Total Support Payments Actually Made [Add lines 16a through 16c] | (269) | 0 | |
| 18. Total Additional Support Transfer Amount [Line 15 minus line 17; enter any negative number as zero] | 0 | 92 | |
| 19. Total Child Support Owed from Father to Mother [Add lines 13 + 18] | 1,452 | | |
| 20. Total Child Support Owed from Mother to Father [Add lines 13 + 18] | | 844 | |
| 21. Other Adjustments (Fla.Stat. § 61.30(11)(a)) | | | |
| 21a. Other Adjustment #1 | 0 | 0 | |
| 21b. Other Adjustment #2 | 0 | 0 | |
| 22. Child Support After Adjustments | 1,452 | 844 | |
| 23. ACTUAL CHILD SUPPORT TO BE PAID Difference between amounts on line 22 | 608 | 0 | |

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. (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:

Comments:

DS
JG

Husband

JG

Wife

Exhibit “C”

^{DS}
JG

Husband

JG

Wife

IN THE CIRCUIT COURT OF THE JUDICIAL CIRCUIT
 IN AND FOR COUNTY, FLORIDA
 Case No:

Petitioner,
 and
 Respondent.

Division:

| Child's Name | Date of Birth | Child's Name | Date of Birth |
|--------------|---------------|--------------|---------------|
|--------------|---------------|--------------|---------------|

CHILD SUPPORT GUIDELINES WORKSHEET - SUBSTANTIAL TIME-SHARING
 TIME-SHARING WORKSHEET

| | A. Mother JENNIFER | B. Father JORDAN | Total |
|--|-----------------------|---------------------|---------------|
| No. of Children for Shared Parenting: 1 | | | |
| 1. Gross Income | 17,054 | 8,333 | |
| A. Less Allowed Deductions | (4,284) | (1,680) | |
| B. Spousal Support this case | 0 | 0 | |
| C. Other Adjustment | 0 | 0 | |
| D. Present Net Monthly Income | 12,770 | 6,653 | 19,423 |
| <small>Enter the amount from line number 27, Section I of Florida Family Law Form 12.902 (b) or (c), Financial Affidavit</small> | | | |
| 2. Basic Monthly Obligation | | | 1,908 |
| <small>There is 1 minor child common to the parties. Using the total amount on line 1D, enter the appropriate amount from the child support guidelines chart.</small> | | | |
| 3. Percent of Financial Responsibility | 65.75% | 34.25% | 100% |
| <small>Divide the amounts on line 1D for each parent by the total amount on line 1D to get the percentage for each parent</small> | | | |
| 4. Share of Basic Monthly Obligation | 1,255 | 653 | 1,908 |
| <small>Multiply the number on line 2 by the percent for each parent on line 3</small> | | | |
| Lines 5 through 9 are not used on substantial time-sharing | | | |
| Substantial Time-Sharing (GROSS UP METHOD) If each parent exercises time-sharing at least 20 percent of the overnights (73 overnights in the year), complete lines nos. 10 through 23 | | | |
| 10. Basic Monthly Obligation * 150% | | | 2,862 |
| <small>[Multiply line 2 by 1.5]</small> | | | |
| 11. Increased Basic Obligation for Each Parent | 1,882 | 980 | 2,862 |
| <small>Multiply the number on line 10 by the percent for each parent on line 3</small> | | | |
| 12. a. Overnights with Each Parent (Must total 365) | 182 | 183 | 365 |
| b. Percentage of Overnight Stays with Each Parent | 49.86% | 50.14% | 100% |
| 13. Parent's Support Multiplied by Other Parent's Percentage of Overnights | 944 | 489 | |
| <small>[Multiply line 11 by other parent's line 12a]</small> | | | |
| Additional Support - Health Insurance, Child Care & Other | | | |
| 14. a. Total Monthly Child Care Costs | 0 | 0 | 0 |
| <small>[Child care costs should not exceed the level required to provide quality care from a licensed source. See § 61.30(7), Florida Statute for more information.]</small> | | | |
| 14. b. Total Monthly Child(ren) Health Insurance Costs | 269 | 0 | 269 |
| <small>[This is only amounts actually paid for health insurance on the child(ren).]</small> | | | |

DS

 Husband


 Wife

| Petitioner name: | Case No. | | Total |
|--|-----------------------|---------------------|-------|
| | A. Mother JENNIFER | B. Father JORDAN | |
| 14. c. Total Monthly Child(ren)'s Noncovered Medical, Dental and Prescription Medication Costs | 0 | 0 | 0 |
| 14. d. Total Monthly Child Care && Health Costs [Add lines 14a + 14b + 14c] | | | 269 |
| 15. Additional Support Payments Multiply the total number on line 14d by the percentage on line 3 for each parent | 177 | 92 | |
| Statutory Adjustments/Credits | | | |
| 16.a. Monthly child care payments actually made | 0 | 0 | |
| 16.b. Monthly health insurance payments actually | (269) | 0 | |
| 16.c. Monthly payments actually made for any noncovered medical, dental, && prescription medication expenses of the children not ordered to be separately paid on a percentage basis. [See § 61.30(8), Florida Statutes] | 0 | 0 | |
| 17. Total Support Payments Actually Made [Add lines 16a through 16c] | (269) | 0 | |
| 18. Total Additional Support Transfer Amount [Line 15 minus line 17; enter any negative number as zero] | 0 | 92 | |
| 19. Total Child Support Owed from Father to Mother [Add lines 13 + 18] | 944 | | |
| 20. Total Child Support Owed from Mother to Father [Add lines 13 + 18] | | 581 | |
| 21. Other Adjustments (Fla.Stat. § 61.30(11)(a)) | | | |
| 21a. Other Adjustment #1 | 0 | 0 | |
| 21b. Other Adjustment #2 | 0 | 0 | |
| 22. Child Support After Adjustments | 944 | 581 | |
| 23. ACTUAL CHILD SUPPORT TO BE PAID Difference between amounts on line 22 | 363 | 0 | |

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. (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.

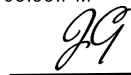
Date:

Comments:



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02/28/24 05:55:PM



Husband

Wife

| | |
|-------------------------|--|
| Title | Fully Executed MSA |
| File name | Husband's Partially Executed MSA.pdf |
| Document ID | a91ac1a6c9af71ee42a11814bf6854f74f2191ee |
| Audit trail date format | MM / DD / YYYY |
| Status | ● Signed |

Document History



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03 / 25 / 2024

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SIGNED

03 / 25 / 2024

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COMPLETED

03 / 25 / 2024

13:16:46 UTC-4

The document has been completed.

EXHIBIT “2”

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

IN RE: THE MARRIAGE OF:

JENNIFER GALLO,

FAMILY DIVISION: FI

Petitioner/Wife,

Case No.: 50-2023-DR-007284-XXXX-NB

and

JORDAN GALLO,

Respondent/Husband.

_____ /

AGREED FINAL PARENTING PLAN

This Agreed Final Parenting Plan, referred to as “Parenting Plan” herein, is made in connection with an action for dissolution between **JENNIFER GALLO**, referred to as “Mother” herein, and **JORDAN GALLO**, referred to as “Father” herein, who are sworn and agree as follows:

A. PARENTS

Mother

Name: Jennifer Gallo

Address: 1674 Rye Terrace, Wellington, Florida 33414

Father

Name: Jordan Gallo

Address: 12192 Branding Iron Court, Wellington, Florida 33414

B. CHILDREN

This parenting plan is for the following minor children born to the parties, who will be referred to herein as the “minor children.”

| <u>Name</u> | <u>Date of Birth</u> | <u>Sex</u> |
|---------------|----------------------|------------|
| Cameron Gallo | July 26, 2017 | Male |
| Oliver Gallo | January 3, 2020 | Male |



Wife



Husband

C. JURISDICTION

1. The Fifteenth Judicial Circuit in Palm Beach County, Florida has continuing jurisdiction over the minor children pursuant to the applicable Florida Statutes and the Uniform Child Custody Jurisdiction and Enforcement Act.
2. The United States is the country of habitual residence of the minor children and the State of Florida is the minor children’s home state for purposes of the Uniform Custody Jurisdiction and Enforcement Act. The Parenting Plan is a child custody determination for the purposes of the Uniform Child Custody and Enforcement Act, the International Child Abduction Remedies Act, 42 U.S.C. §§ 11601 et seq. the Parental Kidnapping Prevention Act, and the Convention of the Civil Aspects of International Child Abduction enacted at the Hague on October 25, 1980 and all other state and federal laws.

D. PARENTAL RESPONSIBILITY AND DECISION MAKING

1. Shared Parental Responsibility: It is in the best interest of the minor children that the parents have shared parental responsibility and that the parents confer and jointly make all major decisions affecting the welfare of the children. Major decisions include, but are not limited to, decisions about the minor children’s education, healthcare, extracurricular activities and other responsibilities unique to this family. However, pursuant to Section 61.13(2)(b)(3)(a), Florida Statutes, either parent may consent to mental health treatment for either of the minor children. All requests for major decisions shall be between the parties and made in writing via Our Family Wizard.
 - a. In the event the non-requesting parent fails to respond to a request for a decision within 48 hours, the requesting party shall be entitled to make the decision for the minor child. However, each party shall only be limited to two requests for decisions per day and each request shall be limited to one issue and contained within its own individual Our Family Wizard message.
2. Day-to-Day Decisions: Each parent shall make decisions regarding day-to-day care and control of the minor children while the children are with that parent. Regardless


Wife


Husband

of the allocation of decision making in the parenting plan, either parent may make emergency decisions affecting the health or safety of the minor children when the minor children are residing with that parent.

3. Notification of Medical Emergency: Each parent shall inform the other parent as soon as reasonably possible but no later than two hours of any illness, accident, or medical condition of any of the minor children that involves surgical intervention or hospitalization. Each party shall have reasonable and immediate access to the child subject to medical care regardless of parental responsibility or terms of any timesharing schedule.
4. Children's Medications and Prescriptions: Each parent shall be responsible for administering all agreed upon medications and prescriptions prescribed to the minor children during his or her timesharing and in accordance with the medical instructions provided by the prescribing professional.
5. Special Events: Both parents shall be entitled to participate with and attend special events and activities in which either of the minor children may be engaged, such as religious activities, school programs, sports events, and other extra-curricular school activities and programs and important social events.
6. Extra-Curricular Activities: The parents agree to the following with regard to extra-curricular activities:
 - a. Prior to enrolling either of the minor children in extra-curricular activities, the party seeking to enroll the child(ren) must first seek the consent of the other party via Our Family Wizard. Consent shall not be unreasonably withheld. In the event the parties mutually agree on the activity, each party shall be responsible for ensuring that the minor child participates in the extra-curricular activity during his or her timesharing.
 - b. In the event the other party does not consent or agree to enroll the child(ren) in an extra-curricular activity, the party seeking to enroll the child(ren) may do so at his or her own expense. However, the activity shall not impair or impede on the non-consenting party's timesharing with the children.



Wife



Husband

- c. The parent with the children shall transport the children to and from the mutually agreed upon extracurricular activities, providing all necessary uniforms and equipment within the parent's possession.
- d. The costs of the mutually agreed upon extra-curricular activities shall be divided by the parents based on their respective pro rata share as outlined in the applicable Child Support Guidelines Worksheet in effect at that time.
- e. The uniforms and equipment required for the mutually agreed upon extra-curricular activities shall be divided by the parents based on their respective pro rata share as outlined in the applicable Child Support Guidelines Worksheet in effect at that time.
- f. Reimbursement: The Husband shall pay his share of extracurricular costs (including equipment and uniforms), if paid in advance by the Wife, within fifteen (15) days after receipt of a written demand from the Wife via Our Family Wizard, which shall include a copy of the billing statement/invoice, and proof of payment. The Wife shall pay her share of extracurricular costs (including equipment and uniforms) if paid in advance by Husband, within fifteen (15) days after receipt of a written demand via Our Family Wizard from the Husband, which shall include a copy of the billing statement/invoice and proof of payment. Any demand for reimbursement shall be stale if the paying party fails to make a proper demand for reimbursement within thirty (30) days of making payment requiring reimbursement.

E. TIMESHARING SCHEDULE

- 1. Regular Timesharing: The following shall be the regular timesharing schedule for the parents:
 - a. Father's Timesharing:
 - i. On Mondays and Tuesdays of every week, Father shall have overnight timesharing with the minor children. Father shall begin his timesharing on these specified days after daycare/school/camp or if daycare/school/camp is not in session, at 5:00 p.m. and end at


Wife


Husband

the time daycare/school/camp begins on the following day or if daycare/school/camp is not in session, at 5:00 p.m.

- ii. On alternating weekends, beginning at the end of daycare/school on Friday, or if daycare/school is not in session, then beginning at 5:00 p.m. and ending on Monday upon the return of the minor children to daycare/school/camp, or if daycare/school/camp is not in session, then ending at 5:00 p.m.

b. Mother's Timesharing:


- i. On Wednesdays and Thursdays of every week, Mother shall have overnight timesharing with the minor children. Mother shall begin her timesharing on these specified days after daycare/school/camp or if daycare/school/camp is not in session, at 5:00 p.m. and end at the time daycare/school/camp begins on the following day or if daycare/school/camp is not in session, at 5:00 p.m.
- ii. On alternating weekends, beginning at the end of daycare/school on Friday, or if daycare/school is not in session, then beginning at 5:00 p.m. and ending on Monday upon the return of the minor children to daycare/school/camp, or if daycare/school/camp is not in session, then ending at 5:00 p.m.

c. For demonstrative purposes, the regular timesharing shall be as follows:

| <u>Sunday</u> | <u>Monday</u> | <u>Tuesday</u> | <u>Wednesday</u> | <u>Thursday</u> | <u>Friday</u> | <u>Saturday</u> |
|---------------|---------------|----------------|------------------|-----------------|---------------|-----------------|
| Father | Father | Father | Mother | Mother | Mother | Mother |
| Mother | Father | Father | Mother | Mother | Father | Father |

2. Holiday Timesharing: Notwithstanding the weekly timesharing schedules listed above, the parties shall exercise holiday timesharing as stated below. To be clear, the holiday timesharing described below shall take priority over the regular weekday, weekend, and summer timesharing.


- a. Halloween: In even numbered years, Mother shall be entitled to Halloween timesharing with the minor children beginning at the time the minor


Wife


Husband

children are released from school/daycare, or if not in session beginning at 3:00 pm, and ending at 8:00 am the following morning, at which time the regular timesharing schedule shall resume. In odd numbered years, Father shall be entitled to Halloween timesharing with the minor children beginning at the time the minor children are released from school/daycare, or if not in session beginning at 3:00 pm, and ending at 8:00 am the following morning, at which time the regular timesharing schedule shall resume.

- b. Thanksgiving Vacation: In even numbered years, Mother shall be entitled to timesharing with the minor children beginning at the time the minor children are released from school/daycare for the Thanksgiving Vacation and continuing until school resumes at the conclusion of the Thanksgiving Vacation. In odd numbered years, Father shall be entitled to timesharing with the minor children beginning at the time the minor children are released from school/daycare for the Thanksgiving Vacation and continuing until school resumes at the conclusion of the Thanksgiving Vacation.
- c. Winter Vacation: In odd years, the Mother shall have the minor children for timesharing beginning at the time the children are dismissed from school for the Winter Vacation and ending at noon of the day marking the halfway point for the children's school vacation, but not sooner than December 26; and Father shall have the minor children for timesharing for the remainder of the break, ending upon the children's return to school. In even years, the Father shall have the minor children for timesharing beginning at the time the children are dismissed from school for the Winter Vacation and ending at noon of the day marking the halfway point for the children's school vacation, but not sooner than December 26; and Mother shall have the minor children for timesharing for the remainder of the break, ending upon the children's return to school.
- d. Spring Break: In even years, the Father shall have the first half of the minor children's Spring Break from the release of school on Friday until the following Wednesday at 3:00 p.m. and the Mother shall have the second


Wife


Husband

half of the minor children's Spring Break from Wednesday at 3:00 p.m. until the resumption of school. In odd years, the Mother shall have the first half of the minor children's Spring Break from the release of school on Friday until the following Wednesday at 3:00 p.m. and the Father shall have the second half of the minor children's Spring Break from Wednesday at 3:00 p.m. until the resumption of school.

- e. Easter: In even years, the Father shall have timesharing with the minor children from after school on Friday before Easter, or if school is not in session beginning at 5:00 pm on the Friday before Easter, until the resumption of school following the Easter weekend. In odd years, the Mother shall have timesharing with the minor children from after school on Friday before Easter, or if school is not in session beginning at 5:00 pm on the Friday before Easter, until the resumption of school following the Easter weekend.
- f. Summer Break: The parents shall follow the regular schedule during the minor children's Summer Break. However, both parties are also entitled to two (2) uninterrupted weeks with the minor children. Each parent shall notify the other parent in writing via Our Family Wizard of the timeframe in which he or she would like to exercise his or her two (2) weeks of uninterrupted timesharing with the minor children. Each parent shall have the uninterrupted summer timesharing as he or she designates. In odd numbered years, the Father shall select his summer timesharing vacation weeks first and in even numbered years, the Mother shall select her summer vacation weeks first. The parent making the selection first shall advise the other parent by no later than April 1st. The parent making the selection second shall make their selection no later than April 15th. Failure of the parent entitled to make the first selection to notify the other parent of their timesharing selection by April 14th shall waive that parent's entitlement to priority of date selection for summer timesharing.
- g. Labor Day: In odd numbered years, Father shall be entitled to timesharing Labor Day Weekend and in even numbered years, Mother shall be entitled


Wife


Husband


to timesharing Labor Day Weekend. Labor Day Weekend timesharing shall begin when the children are released from school/daycare for Labor Day Weekend and end at the time school/daycare resumes following Labor Day Weekend.

- h. MLK Weekend: In odd numbered years, Mother shall be entitled to timesharing MLK Weekend and in even numbered years, Father shall be entitled to MLK Weekend. MLK Weekend shall begin when the children are released from school/daycare for MLK Weekend and end at the time school/daycare resumes following MLK Weekend.
- i. President's Day Weekend: In odd numbered years, Father shall be entitled to timesharing President's Day Weekend and in even numbered years, Mother shall be entitled to President's Day Weekend. President's Day Weekend shall begin when the children are released from school/daycare for President's Day Weekend and end at the time school/daycare resumes following President's Day Weekend.
- j. Memorial Day: In even numbered years, Father shall be entitled to timesharing Memorial Day Weekend and in odd numbered years, Mother shall be entitled to timesharing Memorial Day Weekend. Memorial Day Weekend timesharing shall begin when the children are released from school/daycare for Memorial Day Weekend and end at the time school/daycare resumes following Memorial Day Weekend. However, if school is out of session for the summer, Memorial Day Weekend timesharing shall begin at 5:00 pm on the Friday prior to Memorial Day and conclude at 5:00 pm on the day following Memorial Day, at which time the regular timesharing schedule shall continue.
- k. Mother's Day Weekend: Mother shall be entitled to timesharing with the minor children every year for Mother's Day Weekend beginning at the time the children are released from school for the weekend and concluding upon the children's return to school following Mother's Day Weekend.
- l. Father's Day Weekend: Father shall be entitled to timesharing with the minor children every year for Father's Day beginning at the time the children


Wife


Husband

- are released from school/camp on the Friday prior to Father's Day, or if not in session, at 5:00 pm on the Friday prior to Father's Day, and concluding at the time school/camp begins, or if not in session on Monday at 5:00 pm.
- m. Each Parent's Birthday: Each parent shall be entitled to timesharing with the minor children on his or her actual birthday from after school until the resumption of school the next day or if school is not in session from 10:00 a.m. until 3:00 p.m. the following day.
3. General Terms and Conditions: Except as otherwise explicitly provided in this Parenting Plan, the parents shall do the following:
- a. No Three Weekends in a Row. When the parents are using an alternating weekend plan and the holiday schedule would result in one parent having the child for three weekends in a row, the parents will exchange the following weekend, so that each has two weekends in a row before the regular alternating weekend pattern resumes.
 - b. Overnight Right of First Refusal: The non-timesharing party shall have the right of first refusal to care for the children during any time that the timesharing parent is not home overnight or longer during their designated time. In other words, in the event either parent needs overnight childcare for the children, the other parent shall be provided with the opportunity to care for the child prior to a third party caring for the child.
 - c. Transportation: The parent beginning his or her timesharing shall provide transportation for the minor children.
 - d. Location: Exchanges shall be at the minor children's school or if school is not in session at the Mother's and Father's homes unless both parents agree to a different exchange location in writing via Our Family Wizard.
 - e. Exchange: Both parents shall have the minor children ready on time and at the agreed upon or designated exchange location.
 - f. Notice to School and Other Parent: If a parent's period of timesharing with the minor children ends at the time school resumes and for any reason either of the minor children are not or will not be returned to school, such parent


Wife


Husband


shall immediately notify the school and the other parent that the minor child will not be or has not been returned to school.

F. SCHEDULING

1. School Calendar: If necessary, on or before August 1st 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 timesharing schedule so that any differences or questions can be resolved.
2. Request for Schedule Change: A parent making a request for a schedule change will make the request as soon as possible, but in any event, except in cases of emergency, no less than two (2) days before the change is to occur.

G. TRAVEL

1. Permission to Travel: Either parent may travel with the minor children during his/her timesharing within the United States and internationally as long as the proper notice has been provided to the non-traveling parent as provided herein.
2. The children shall not be taken to a country that has not ratified or acceded to The Hague Convention on Civil Aspects of International Child Abduction unless the other parent agrees in writing that the minor children may be taken to such a country.
3. Notice of Travel: The parent traveling with the minor children shall give the non-traveling parent at least twenty four hours written notice prior to travel outside of the Tri-County Area (Palm Beach County, Broward County and Martin County), seven days written notice before interstate travel; and at least twenty days written notice before traveling out of the country, unless there is an emergency, such as a family death or hospitalization (give notice as soon as possible). The traveling parent shall provide the non-traveling parent with a detailed itinerary, including locations and telephone numbers where the minor children and parent can be reached before traveling out of state or out of country.
4. Passports:
 - a. The parties shall execute any and all necessary paperwork for the minor children to obtain or renew his passport within fifteen (15) days of being presented with same and parties shall attend any appointment necessary regarding same on date coordinated by both parties.



Wife



Husband

- b. The parties shall pay for the minor children's passport pro rata based on child support guidelines in place at that time.
- c. The Mother shall hold the passport and shall make the passport available to the Father for traveling at least five (5) days prior to any travel. The Father shall return the passport to the Mother no more than three (3) days after returning from travel.

H. EDUCATION

- 1. School Designation. With regard to Elementary, Middle, and High School for the minor children, the parties shall discuss and agree on where the children will be enrolled in school.
 - a. The parties' older child currently attends Wellington Elementary and shall continue to attend as long as possible.
 - b. The parties agree that the parties' younger child shall attend Wellington Elementary for VPK during the 2024-2025 Academic School Year so long as the child qualifies for the necessary aftercare program. The younger child shall also attend Wellington Elementary for as long as possible.
 - c. For so long as either party's address remains zoned for Wellington Elementary's school District, his or her address shall be used for school boundary purposes. However, if both parties remain in the District, the parent whose address is closest to Wellington Elementary shall be designated for school boundary purposes only.
 - d. In the event neither party's address is zoned for Wellington Elementary's school district, the parent with an address zoned for the District with the higher school rating, as determined by the Florida Department of Education, shall be used for school boundary purposes only. If both parents school Districts have the same school rating, the parent with an address zoned for the District with the highest average rating over the last five (5) years, as determined by the Florida Department of Education, shall be used for school boundary purposes only unless the parties agree otherwise in writing.
 - e. The fact that either parent's address shall be used for school boundary purposes shall not take priority over shared parental responsibility. No changes in the



Wife



Husband

children's school enrollment shall be made without the written consent of both parents, and consent shall not be unreasonably withheld.

f. The minor children shall attend public school, unless agreed otherwise.

I. **COMMUNICATION**

1. Between Parents. All communications regarding the minor children shall be between the parents. The parents shall not use the children as a messengers to convey information, ask questions, or set up schedule changes.

a. The parties have registered for and are using the program **Our Family Wizard** for all communication regarding the minor children.

b. All communication regarding the minor children shall be through Our Family Wizard until further written agreement of the parties or Court order.

c. Each party shall be obligated to pay their own annual membership fee(s) for Our Family Wizard, if any.

d. The parties shall communicate with each other through Our Family Wizard in a cordial and polite manner only. All communications between the parties shall be limited to that which concerns the minor children only.


e. Each party specifically agrees that all Our Family Wizard communications between the parties shall be admissible in any court proceeding without the need for a record custodian affidavit.


f. Neither party shall discuss this matter and/or its litigation with the minor children.

g. Notwithstanding this section, each party shall inform the other party immediately, but at a minimum within two hours, of any illness, accident, or medical condition of the child. Such communication shall be via Our Family Wizard **and** telephone or text message.

h. In the event either child requires a doctor's visit, the parent attending the doctor's visit shall provide a summary of the doctor's appointment to the other parent via Our Family Wizard within three (3) hours of the completion of the visit.

i. No parent shall make disparaging comments about the other parent to the


Wife


Husband


children or make disparaging comments about the other parent to others while in the presence of the children, nor allow any other person to do so in the presence of the children.

2. Between Parent and Child. Both parents shall keep contact information current. Telephone or other electronic communications between the minor children and the other parent shall not be monitored by or interrupted by the other parent. "Electronic communications" include telephones, electronic mail or e-mail, video-conferencing equipment and software or other wired or wireless technologies or other means of communications to supplement face-to-face contact.
 - (a) The minor children may have telephone or other electronic communications with the other parent at all reasonable times, including at the minor children's request. Should either minor child ask the timesharing parent to call the non-timesharing parent, the timesharing parent shall help facilitate said call(s).
 - (b) Additionally, the non-timesharing party shall be entitled to one video call (through OFW or FaceTime) with the children per day. The video call shall be initiated by the non-timesharing parent at a time reasonable and in consideration of the children's schedule and activities. The video call between the non-timesharing parent and the children shall not be denied or interrupted by the timesharing parent, except as necessary to assist with contact when necessary.

J. INFORMATION SHARING

Unless otherwise indicated or ordered by the Court:

1. Both parents shall have access to medical and school records pertaining to the minor children and shall be permitted to independently consult with any and all professionals involved with the minor children. The parents shall cooperate with each other in sharing information related to the health, education, and welfare of the minor children and they shall sign any necessary documentation ensuring that both parents have access to said records.
2. Each parent shall be responsible for obtaining records and reports directly from the school and health care providers.
3. Both parents have equal right to inspect and receive governmental agency and law enforcement records concerning the minor children.



Wife



Husband

4. Both parents shall have equal independent authority to confer with the minor children's school, health care providers, and other programs with regard to the minor children's educational, emotional, and social progress.
5. Both parents shall be listed as "emergency contacts" for the minor children. Each parent has a continuing responsibility to provide a residential, mailing, or contact address and contact telephone number to the other parent.
6. Each parent shall notify the other parent in writing within seven days of any changes to their residential address, phone number, or email address.

K. 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.

L. OTHER PROVISIONS


1. Notwithstanding that the parties have agreed upon a schedule of timesharing, the parties acknowledge their continued responsibility to cooperate in ensuring timesharing with the minor children.
2. Each party acknowledges that the other party's contact and timesharing with the minor children is a right, not a privilege, and that he/she may not withhold timesharing as a means of punishment, retribution or revenge or to obtain the other party's compliance with the other provisions of this Parenting Plan.
3. All firearms and weapons contained within the parents' homes shall be properly stored and locked away from the children's view and access.

M. ESSENTIAL RIGHTS

1. Each minor child has the right to have two parents, and to love each without fear of anger or hurt from the other.
2. Each minor child has the right to develop an independent and meaningful relationship with each parent and to respect the personal differences of each parent and each home.
3. Each minor child has the right to be free from being present during the parent's personal battles and from being used as a spy, messenger or bargaining chip.
4. Each minor child has the right not to be questioned about the other parent's private life.



Wife



Husband

5. Each minor child has the right not to hear their parents speak ill of the other, nor to hear about difficulties either parent is having with the other.
6. The parties shall not discuss their financial issues or problems with the minor children. The parties shall not discuss any problems that they might have with the timesharing schedule with the minor children.
7. Each minor child has the right to develop and maintain age-appropriate activities and friends without fear of losing time with a parent.

N. **RELOCATION**

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

O. **DISPUTES OR CONFLICT RESOLUTION**

The Parents shall attempt to cooperatively resolve any disputes which may arise over the terms of the Parenting Plan. Except for an emergency or any issues of non-payment of support, all disputes shall be submitted to one session of mediation, before attending an evidentiary hearing on the dispute.



Wife



Husband


I, JENNIFER GALLO, by signing below, certify that I have assented to this Parenting Plan freely and voluntarily. I, JENNIFER GALLO, by signing below, certify that I have read this Parenting Plan, understand its terms and consequences, and believe that this Parenting Plan is in the best interest of the minor children.

03 / 25 / 2024

DATE



JENNIFER GALLO



Wife




Husband

I, JORDAN GALLO, by signing below, certify that I have assented to this Parenting Plan freely and voluntarily. I, JORDAN GALLO, by signing below, certify that I have read this Parenting Plan, understand its terms and consequences, and believe that this Parenting Plan is in the best interest of the minor children.

3/22/2024

DATE

DocuSigned by:

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JORDAN GALLO


Wife


Husband

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