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

16

Husband

JORDAN GALLO,

Respondent/Husband.

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 coefcion or duress;

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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 <u>Legal Counsel</u>. 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 <u>Voluntary Execution</u>. 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 <u>Disclosure and Acceptance</u>. 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.
- 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 <u>Freedom From Interference</u>. 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,



 $\frac{\mathcal{G}}{\text{Wife}}$

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 <u>Effective Date</u>. 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 <u>Tax Credits/Exemptions</u>. 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 <u>Medical Insurance</u>. 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

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 <u>Childcare and Camp Expenses</u>. 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)



GG 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.



CHILD SUPPORT

- 3.5 <u>Initial Amount of Support</u>. 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 <u>Method of Payment</u>. 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.



ARTICLE IV DISTRIBUTION OF ASSETS AND LIABILITIES

4.1 <u>Equitable Distribution</u>. 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 <u>Wife's Accounts</u>. Wife shall retain the following financial accounts:

Empower Personal Cash #1051;

Chase Checking #0454;

Chase Checking #3875

Chase Savings #6036;

IRA #4824;

Roth IRA #4857;

Chase Roth IRA #7170;

Chase Brokerage #5259;

Chase Brokerage Retirement #5202.

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

Chase Amazon Prime #5738;

Nordstrom #6916:

Synchrony JCI Home Design HVAC #2169;

Synchrony JCI Home Design HVAC #9177;

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 <u>Husband's Accounts</u>. Husband shall retain the following financial accounts:

Chase Checking #5149;

Chase Savings #6705;

Jordan Gallo IRA #4840:

Jordan Gallo Roth IRA #0007;

Jordan Gallo Chase IRA #8328.



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

Citi Costco #8491;

Citi Double Cash Mastercard #5998;

Bank of America Mastercard #2234;

Bank of America Mastercard #4014;

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 <u>Joint Bank Accounts</u>. 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 #1833: The Wife shall retain the balance of the Chase Checking #1833, 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.

<u>Chase Savings #2251</u>: The Wife shall retain the balance of the Chase Savings #2251, 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 #4832: The Husband shall retain the balance of the Empower Brokerage #4832, 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.

<u>Florida Prepaid 529 Plan #3845 and #3861</u>: The Wife shall retain the balance of the Florida Prepaid 529 Plans ending in 3845 and 3861 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



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 <u>Joint Debts</u>. 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.



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 <u>Realtor</u>. The parties have already listed the Marital Residence for sale with Mary Sue Jacobs of Destiny Realty.
- 4.13 <u>Listing Price</u>. 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 <u>Listing Agreement</u>. 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

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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,



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 **<u>Definition of "Net Sales Proceeds"</u>**. 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 <u>Division of Net Sales Proceeds</u>. 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



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 <u>Taxes</u>.

- 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 <u>Miscellaneous</u>.

- 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



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

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.



- 6.2 <u>Marital Claims</u>. 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.



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.



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

Page 17 of 20

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]



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	Jennifer Gallo
DATE	JENNIFER GALLO



DATE JOI	RDAN GALLO
<u></u>	06DB596B8B2E493
3/22/2024	
voluntarily executing this Marital Settlement Agreement	DocuSigned by:
this Marital Settlement Agreement, understand its term	ns and consequences, and am freely and
Agreement freely and voluntarily. I, JORDAN GALLO,	
A consequent for also and evaluation its I IODD AN CALLO	Les alondes le alors a maife, alors I le avec use d
I, JORDAN GALLO, by signing below, certify that I	have assented to this Marital Settlement

Husband

Exhibit "A"



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

- - -

Petitioner,

and

Respondent.

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

Division:

CHILD SUPPORT GUIDELINES WORKSHEET - SUBSTANTIAL TIME-SHARING

TIME-SHARING WORKSHEET A. Mother B. Father

TIME-SHARING WORRSHEET	A. WOUTE		Total
No. of Children for Charad Daranting.	JENNIFER	JORDAN	Total
No. of Children for Shared Parenting: 2	47.054	0.000	
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
Enter the amount from line number 27, Section I of Florida Family Law Form 12.902 (b) or (c), Financial Affidavit			
2. Basic Monthly Obligation			2,935
·			2,000
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.			
3. Percent of Financial Responsibility	58.02%	41.98%	100%
Divide the amounts on line 1D for each parent by the total			
amount on line 1D to get the percentage for each parent			
4. Share of Basic Monthly Obligation	1,703	1,232	2,935
Multiply the number on line 2 by the percent for			
each parent on line 3			
Substantial Time-Sharing (GROSS UP METHOD) If percent of the overnights (73 overnights in the 10. Basic Monthly Obligation * 150%	each parent exerci	ses time-sharing a	
[Multiply line 2 by 1.5]			,
11. Increased Basic Obligation for Each Parent	2,555	1,848	4,403
Multiply the number on line 10 by the percent for	,	,	•
each parent on line 3			
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	1,281	921	
Percentage of Overnights			
[Multiply line 11 by other parent's line 12a]			
Additional Support - Health Ins	urance, Child Car	e && Other	
14. a. Total Monthly Child Care Costs	0	0	0
[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.]	269	0	269
14. b. Total Monthly Child(ren) Health Insurance	209	U	209
Costs			
[This is only amounts actually paid for health			
insurance on the child(ren).] Florida Family Law Rules of Procedure Form 12.902(e), Child Supp	ort Guidelines Warksha	et (9/12)	Page 1 of 2
rionaa ranniy Law Rules of riocedule ronn 12.502(e), Olilla Supp	or Saldennes Workshe	01 (0/12)	1 age 1 01 Z

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Husband

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Wife

Petitioner name:	Case No.		
	A. Mother JENNIFER	B. Father JORDAN	Total
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 Adjustm	ents/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	0	0	
medication expenses of the children not ordered to be separately paid on a percentage basis. [See § 61.30(8), Florida Statutes]			
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	247	0	
Difference between amounts on line 22			

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:

Florida Family Law Rules of Procedure Form 12.902(e), Child Support Guidelines Worksheet (9/12)

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Exhibit "B"



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

Case No:

Petitioner,

Division:

and

Respondent.

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

CHILD SUPPORT GUIDELINES WORKS			ARING
TIME-SHARING WORKSHEET	A. Mother JENNIFER	B. Father JORDAN	Total
No. of Children for Shared Parenting: 2	JENNIFER	JORDAN	Total
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 Enter the amount from line number 27, Section I of Florida Family Law Form 12.902 (b) or (c), Financial Affidavit Basic Monthly Obligation 	12,770	6,653	19,423 2,935
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.			
3. Percent of Financial Responsibility	65.75%	34.25%	100%
Divide the amounts on line 1D for each parent by the total amount on line 1D to get the percentage for each parent			
4. Share of Basic Monthly Obligation	1,930	1,005	2,935
Multiply the number on line 2 by the percent for each parent on line 3			
Substantial Time-Sharing (GROSS UP METHOD) percent of the overnights (73 overnights in t	lf each parent exerci	ses time-sharing a	
10. Basic Monthly Obligation * 150%	, , , , , , , , , , , , , , , , , , ,		4,403
[Multiply line 2 by 1.5]			•
11. Increased Basic Obligation for Each Parent Multiply the number on line 10 by the percent for each parent on line 3	2,895	1,508	4,403
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	1,452	752	
Percentage of Overnights [Multiply line 11 by other parent's line 12a]			
Additional Support - Health In			_
14. a. Total Monthly Child Care Costs [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.]	0	0	0
14.b. Total Monthly Child(ren) Health Insurance	269	0	269
Costs [This is only amounts actually paid for health insurance on the child(ren).]			
Florida Family Law Rules of Procedure Form 12.902(e), Child Su	oport Guidelines Workshe	et (9/12)	Page 1 of 2

Husband

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Doc ID: a91ac1a6c9af71ee42a11814bf6854f74f2191ee

Petitioner name:	Case No.		
	A. Mother JENNIFER	B. Father JORDAN	Total
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 Adjustm	ents/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	0	0	
medication expenses of the children not ordered to be separately paid on a percentage basis. [See § 61.30(8), Florida Statutes]			
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	1,452		
[Add lines 13 + 18]			
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:

Florida Family Law Rules of Procedure Form 12.902(e), Child Support Guidelines Worksheet (9/12)

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Exhibit "C"





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

Case No:

Petitioner,

Division:

and

Respondent.

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

CHILD SUPPORT GUIDELINES WORKSHEET - SUBSTANTIAL TIME-SHARING

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 0 C. Other Adjustment 0 0 0 D. Present Net Monthly Income 12,770 6,653 19,423 Enter the amount from line number 27, Section I of Florida Family Law Form 12.902 (b) or (c), Financial Affidavit 2. Basic Monthly Obligation 1,908 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. 3. Percent of Financial Responsibility 65.75% 34.25% 100% Divide the amounts on line 1D for each parent by the total amount on line 1D to get the percentage for each parent 4. Share of Basic Monthly Obligation 1,255 653 1,908 Multiply the number on line 2 by the percent for each parent on line 3 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
1. Gross Income 17,054 8,333 A. Less Allowed Deductions (4,284) (1,680) B. Spousal Support this case 0 0 0 C. Other Adjustment 0 0 0 D. Present Net Monthly Income 12,770 6,653 19,423 Enter the amount from line number 27, Section I of Florida Family Law Form 12,902 (b) or (c), Financial Affidavit 2. Basic Monthly Obligation 1,908 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. 3. Percent of Financial Responsibility 65.75% 34.25% 100% Divide the amounts on line 1D for each parent by the total amount on line 1D to get the percentage for each parent 4. Share of Basic Monthly Obligation 1,255 653 1,908 Multiply the number on line 2 by the percent for each parent on line 3 Lines 5 through 9 are not used on substantial time-sharing
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each parent on line 3 Lines 5 through 9 are not used on substantial time-sharing
Lines 5 through 9 are not used on substantial time-sharing
Sunstantial Time-Sharing (GR()SS TIP METH()I)) it each harent evercises time-sharing at least 711
percent of the overnights (73 overnights in the year), complete lines nos. 10 through 23
10. Basic Monthly Obligation * 150% 2,862
[Multiply line 2 by 1.5]
11. Increased Basic Obligation for Each Parent 1,882 980 2,862
Multiply the number on line 10 by the percent for
each parent on line 3
12. a. Overnights with Each Parent (Must total 365) 182 183 365
b. Percentage of Overnight Stays with Each 49.86% 50.14% 100%
Parent
13. Parent's Support Multiplied by Other Parent's 944 489
Percentage of Overnights
[Multiply line 11 by other parent's line 12a]
Additional Support - Health Insurance, Child Care && Other
14. a. Total Monthly Child Care Costs 0 0
[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.]
14.b. Total Monthly Child(ren) Health Insurance 269 0 269
Costs
[This is only amounts actually paid for health insurance on the child(ren).]
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Petitioner name:	Case No.		
	A. Mother JENNIFER	B. Father JORDAN	Total
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 Adjustm	ents/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	0	0	
medication expenses of the children not ordered to be separately paid on a percentage basis. [See § 61.30(8), Florida Statutes]			
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	944		
[Add lines 13 + 18]			
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:

Florida Family Law Rules of Procedure Form 12.902(e), Child Support Guidelines Worksheet (9/12)

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Husband

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