

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

IN RE: THE MARRIAGE OF:

CASE NO: 2021-DR-13256

CHRISTOPHER B. FLEAGLE,

Petitioner,

and

KELLY A. FLEAGLE,

Respondent.

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FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE having come before this Court for trial on the 27th and 28th days of November 2023, on the Husband's Verified Petition for Dissolution of Marriage and the Wife's Counter-Petition for Dissolution of Marriage and Other Relief. The Court having heard and received testimony and evidence from the parties and witnesses, having evaluated the credibility of the witnesses finds as follows:

1. This Court has jurisdiction over the parties and the subject matter hereof.
2. The Husband was a bona fide permanent resident of the State of Florida for more than six (6) months prior to the filing of the Petition for Dissolution of Marriage.
3. The parties were married on July 2, 1994 in Altamonte Springs, Florida.
4. The bonds of marriage between the parties are hereby dissolved because the marriage is irretrievably broken.
5. The parties have one minor child to wit: Vivian K. Fleagle who was born on

January 14, 2009. All other children born of the marriage are adults as the parties have no other minor children, no other children were adopted, and the Wife is not pregnant. Jaden Fleagle (DOB: 11/27/2005) is the parties' son who is in high school but is failing his courses and is not expected to graduate.

6. As to the equitable distribution of the marital estate. The Court adopts of the proposed equitable distribution worksheet created by the Adam Magill, the Husband's financial expert which is attached hereto as "Exhibit A." The Court finds the testimony of said expert to be credible and the proposed division of the marital estate to be equitable.

7. With regards to the income of the parties, the Wife is unemployed but was evaluated by a vocational expert who authored a written report which was introduced into evidence per the stipulation of the parties. Said report is hereby incorporated by reference and the Court adopts herein the conclusions and opinions contained in the vocational report. The Court specifically imputes gross monthly income to the Wife in the amount of \$2952.00. Further, pursuant to the testimony of the Husband's financial expert, after the equitable distribution of the marital estate, the Wife will have the ability to receive approximately \$1364.00 in gross income related to the interest that she may receive on her assets; as such, the Court shall impute an additional \$1364.00 in gross monthly income to the Wife. The Wife's net monthly income is \$3651.00.

The Husband is an engineer employed by Lockheed Martin Corporation. The Husband's gross monthly income is \$21,200.00 which includes his recent annual bonus. The Husband also receives \$49.00 per month in interest/dividend income. The Husband's net monthly income

after taxes is \$9603.00.

8. As to Wife's claim for alimony, the parties were married on July 2, 1994 and the Husband's Verified Petition for Dissolution of Marriage was filed on November 5, 2021. Consequently, this is a long-term marriage of approximately twenty-seven years and four months in duration. The Husband is 52 years of age and relatively healthy while the Wife is 52 years of age with no known disabilities. Both parties have college degrees. There are no minor children that require any special care or attention.

Per the testimony of the Husband's financial expert, the Wife has a monthly need of \$6046.00 in alimony while Husband has the ability to pay for same. The Wife's need, however, is mitigated by her imputed income which reduces her monthly need to \$2396.00. The Husband has the ability to pay \$2396.00 per month in alimony. The need is based among other things on the standard of living during the marriage and all of the statutory factors delineated in Fla. Stat.

61.08. In determining the proper amount and type of alimony, the Court makes the following findings relative to the alimony factors contained in Florida Statutes 61.08(2).

a. The standard of living established during the marriage and the anticipated needs and necessities of life for each party after the entry of the final judgment. The parties lived an upper middle-class lifestyle during the marriage. The Husband worked as an engineer with Lockheed Martin for the substantial part of the marriage and earned a handsome salary. The parties were able to maintain their comfortable lifestyle with the Wife serving as the primary homemaker and caretaker for the parties' minor children. The Wife was not employed in a full-time capacity during the parties' marriage and is not self-supporting. The Wife will rely on the alimony to provide for the necessities of life and to be able to enjoy some kind of semblance of the standard of living enjoyed by the parties during the marriage.

b. The duration of the marriage: As of the date of filing in this case the length of the marriage was 27.35 years, making it a long-term marriage.

c. The age, physical, mental, and emotional condition of each party, including whether either party is physically or mentally disabled and the resulting impact on either the obligee's ability to provide for his or her own needs or the obligor's ability to pay alimony and whether such conditions are expected to be temporary or permanent: The Husband is 52 years old; and the Wife is 52 years old. Neither party is physically or mentally disabled.

d. The resources of each party, including the income generated from both non-marital and the marital assets. The Husband is employed as an engineer and earns \$230,840.00 in this position. The Husband also receives yearly raises from his employer. The Wife is not employed. Neither party is leaving the marriage with any income producing property.

e. The earning capacities, educational levels, vocational skills, and employability of the parties including the ability of either party to obtain the necessary skills or education to become self-supporting or to contribute to his or her self-support prior to the termination of the support, maintenance, or alimony award.

The Wife was a homemaker and primary caretaker for the family for the substantial majority of the marriage. For a substantial part of the marriage, the Wife homeschooled the children which was based on an agreement of the Husband and Wife. The Wife worked only part-time during certain periods of the parties' long-term marriage and she did not establish or develop a profession for herself. The Wife is not currently employed and does not have a recent work history. The Wife agrees that she can obtain employment in a clerical or administrative assistant

position.

f. The contribution of each party to the marriage, including, but not limited to, services rendered in homemaking, child care, education, and career building of the other party.

The Wife was a homemaker and primary caretaker for the family for the substantial majority of the marriage. For a substantial part of the marriage, the Wife homeschooled the children which was based on an agreement of the Husband and Wife. By homeschooling the children on a full-time basis, the Wife made a sacrifice for the family which precluded her from establishing an occupation and career during the marriage. During the early part of the marriage, the Wife was a registered mental health counseling intern; however, she did not complete her internship and pursue a career in mental health counseling based on the agreement of the parties that the Wife would serve as the primary caretaker.

g. The responsibilities each party will have with regard to any minor children they have in common. Given the children's ages, this factor is not applicable.

h. Any other factor necessary to do equity and justice between the parties.

None

k. The Court finds that durational alimony is appropriate. The parties were married on July 2, 1994 and the date of filing of the Petition for Dissolution of Marriage was November 5, 2021. The duration of the parties' marriage is 27.35 years. The Court will award durational alimony for a duration equal to 75% of the length of the marriage, which is 20.5 years.

9. The Court has carefully considered the best interests of the minor child and the statutory factors regarding the welfare of the minor child. The Court finds that neither party is

less or more capable than the other party to make parental decisions and that the parties shall engage in shared parenting with neither party having ultimate decision-making authority. The Court finds that the Parenting Plan attached hereto as “Exhibit B” is in the best interests of the minor child.

With regards to time to the statutory factors contained in Section 61.13(3), the Court finds as follows:

- (a) The demonstrated capacity and disposition of each party to facilitate and encourage a close and continuing parent-child relationship, to honor the time-sharing schedule and to be reasonable when changes are required.

This factor weighs in favor of the Husband. The Wife has refused to facilitate and encourage the relationship of the minor child with her father. Instead, in direct violation of shared parenting, the Wife intentionally freed herself of any responsibility to foster the child's relationship with her father. Further, in violation of the parties' mediation agreement, the Wife refused to follow the agreed upon timesharing schedule, to participate in reunification therapy and to facilitate the transport of the child to reunification therapy sessions. Wife frequently ignores the Husband's attempts to spend time with the minor child. The Wife made very clear to the Court that she will not facilitate timesharing.

- (b) The anticipated division of parental responsibilities.

Both parties have been able to handle parental responsibilities when the child is in his or her care. This factor does not favor either parent.

- (c) The demonstrated capacity and disposition of each parent to determine, consider, and act upon the needs of the child as opposed to the needs or desires of the parents.

This factor weighs in favor the Husband. Wife has placed her own needs and desires above the child. The Wife testified that she stopped facilitating timesharing with the minor children and the Husband based on the recommendation of her therapist for her “own well-being”. Her desire to limit her contact with the Husband to only those matters involving financial support have now been embedded in the view of the parties' children. Although there has been no event which warrants such treatment, the Wife has convinced the children that their

contact with their father is discretionary. The Wife's refusal or inability to keep a clean and sanitary home and to ensure the academic success of her children further supports the notion that she cannot place the child's needs above her own. The evidence showed the Court that the Wife allowed the condition of the home to be deplorable while the minor children lived there.

- (d) The length of time the child has lived in a stable, satisfactory environment and the desirability of maintaining continuity.

This factor favors a timesharing schedule that continues to provide each parent with 50/50 overnight timesharing. The Husband is better equipped to provide stability in the lives of the child. The Wife, conversely, struggles to maintain a clean and sanitary home, to ensure that the child is transported in an insured automobile, and to properly allocate her monies to meet the monthly recurring household bills. The Court finds that the Wife's actions often create unnecessary chaos and strain on all family members.

- (e) The geographic viability of the parenting plan.

This is not a factor as the parents reside in close proximity to each other.

- (f) The moral fitness of the parties.

There is no evidence to support this factor.

- (g) The mental and physical health of the parents.

There is no evidence to support this factor.

- (h) The home, school, and community record.

The parties agree that homeschool was lacking in their household so the children began attending school. The evidence showed that the children were behind as a result of the homeschooling. The Court finds the Wife demonstrated an unwillingness or inability to make the children attend school on a regular basis.

- (i) The reasonable preference of the child.

This factor is inapplicable.

- (j) The demonstrated knowledge, capacity and disposition of each parent to be informed of the circumstances of the minor child,

This factor does not weigh in favor of either parent.

- (k) The demonstrated capacity of each parent to communicate with and keep the other party informed of issues and activities regarding the minor child, and the willingness of each parent to adopt a unified front on all major issues when dealing with the child

This factor weighs in favor of the Husband. The Wife refuses to share information with the Husband regarding the activities and welfare of the minor children. Wife refuses to engage in shared parenting and will not act as unified front when dealing with the child.

- (m) Any evidence of domestic violence was presented to this Court.

There is no evidence to support this factor.

- (n) Evidence that either parent knowingly provided false information.

There is no evidence to support this factor.

- (o) The particular tasks customarily performed by each parent.

This factor does not weigh in favor of either parent.

- (p) As to the demonstrated capacity and disposition of each parent to participate and be involved in the child's school and extracurricular activities.

This factor does not weigh in favor of either party.

- (q) Evidence that either parent has exposed the child to any form of substance abuse.

There is no evidence to support this factor.

- (r) The capacity and disposition of each parent to protect the child from the ongoing litigation as demonstrated by not discussing the litigation with the child, not sharing documents or electronic media related to the litigation with the child, and refraining from disparaging comments about the other

parent to the child.

This factor favors neither party.

- (s) The developmental stages and needs of the child and demonstrated capacity and disposition of each parent to meet the child's developmental needs.

This factor does not weigh in favor of either party.

10 Regarding the Wife's request for an additional contribution to her attorney's fees, the Husband previously made significant contributions to the Wife's attorney's fees.

Additionally, the Wife has unreasonably conducted herself in a manner which has unnecessarily increased the costs of litigation and decreased the value of the marital estate by failing to abide by the mediation agreement, failing to properly care for the marital home, allowing Husband's automobile insurance to lapse, and inexplicably purchasing numerous non-essential automobiles.

It is therefore, **Ordered and Adjudged** as follows:

A. **Jurisdiction:** This Court has absolute jurisdiction of the parties and the subject matter of this action.

B. **Dissolution:** The bonds of marriage between the parties are hereby dissolved because the marriage is irretrievably broken.

C. **Equitable Distribution:** The Husband is awarded all of the assets on Exhibit B which are listed under column "to Husband," while Wife is awarded all of the assets listed under the column "to Wife." With regards to the Husband's pension, the Wife shall be entitled to ½ of the marital portion of said pension, via a Q.D.R.O, plus or minus any market

fluctuations. With regards to the Husband's Lockheed Martin Savings Plan, the Wife is entitled, via a Q.D.R.O., the sum of \$361,630.00 as of 9/30/2023 plus or minus any market fluctuations. The parties shall mutually agree upon the selection of a Q.D.R.O. attorney and shall share equally in said costs.

The Wife is awarded sole and exclusive possession and ownership of the marital home located at 5469 Chiswick Circle in Orlando, Florida. Hereafter the Wife shall be solely responsible for any financial liability in any way associated with said property. All financial liabilities related to the marital home shall immediately be transferred to the Wife's name. The Husband shall execute a quitclaim deed relinquishing his interest in the home to the Wife; the quitclaim deed shall be held in trust by the Husband's attorney until his name is removed from the liability on the mortgage related to said property. Wife shall hold the Husband harmless and shall indemnify the Husband for any financial liability associated with the marital home. Wife shall remove the Husband's name within one year from the date of this final judgment. If the Wife fails to remove the Husband's name from the liability associated with the mortgage within Said time period, then the home shall be immediately sold. The Court reserves jurisdiction to resolve any disputes related to the listing of the home for sale. Upon its sale, Wife is awarded all of the net proceeds. Should the sale of the home result in a deficit, the Wife shall be solely responsible for said liability.

The marital liabilities shall be distributed in accord with the attached equitable distribution worksheet.

The parties shall execute any and all documents necessary to effectuate the equitable

distribution in accord with “Exhibit A.”

D. **Alimony:** The Husband commencing on December 1, 2023 shall pay periodic monthly alimony in the amount of \$2396.00 for a period of twenty (20) years (240 payments). The alimony payment shall be paid directly to the Wife on the first day of each month.

E. **Parenting Plan:** The Parenting Plan attached hereto is the best interests of the minor child and is adopted and incorporated herein. Further, the parties are ordered to comply with its terms. The Wife failed to overcome the statutory presumption of equal time-sharing. Additionally, because the Wife has deprived the Husband of meaningful contact with the minor child, for the summer of 2024, the Husband shall have timesharing for the entire months of June and July in addition to any other timesharing delineated in the parenting plan. The parties shall continued to utilize the services of Dr. Stokes for reunification therapy and Husband shall be responsible for 60% of said costs while Wife shall be responsible for 40% of said costs. Any and all additional mental health therapy for the parties or minor child shall be paid by the party that incurs said expense.

F. **Child Support:**

Commencing on the first day of December, 2023 and continuing on the first day of each month thereafter, the Husband shall pay monthly child in the amount of \$448.00. Said child support shall be paid directly to the Wife on the first day of each month. Child support shall continue until the child marries, becomes self-supporting, dies, enters military service, or reaches the age of eighteen, whichever event first occurs. However, if said child support has not terminated for other

reasons mentioned herein and if the child is between the age of eighteen and nineteen and is still in high school performing in good faith with a reasonable expectation of graduation before the age of nineteen, said child support shall continue until said child graduates from high school or reaches the age of nineteen, whichever event first occurs.

All necessary and reasonable non-covered medical expenses incurred on behalf of the minor child, and agreed upon extracurricular activities shall be paid in the following manner: 60% paid by Husband and 40% paid by Wife. Non-covered health care expenses means all ordinary, reasonable and necessary expenses not covered by insurance and incurred for medical and dental care on behalf of the child who is the subject of this judgment, including but not limited to hospitalization, prescriptions, physicians, dentists, orthodontics (including braces), contact lenses and eyeglasses, examinations, and insurance copayments, and which are incurred while either party has a legal duty to support such child. Should a party incur such an expense on behalf of the minor child, within no more than 30 days from the date of the payment of the expense, said parent shall provide a copy of the receipt for said payment to the other parent. The other parent shall make reimbursement within no more than 30 days from receiving proof of the payment of the expense.

The Husband's health insurance has been utilized to provide the health insurance coverage for the minor child and he shall continue to provide health insurance coverage for the child so as long as it continues to be reasonably available to him through his employment.

The child support calculations are attached hereto as "Exhibit C."

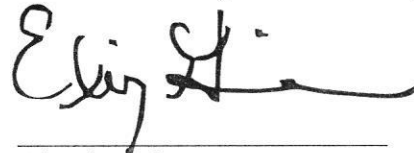
G. **Tax Credits and Deductions:** The Husband shall claim the child tax credit the children as his dependents for federal income tax purposes so long as he is current on his

support obligations.

H. **Attorney's Fees:** The Court declines to award the Wife any additional attorney's fees based on her conduct which unnecessarily dissipated marital funds, her receipt of substantial equitable distribution funds, and the fact that the Husband already contributed substantially to her fees.

I. **Reservation of Jurisdiction:** This Court retains jurisdiction over the parties and the subject matter to enforce and carry out the terms of this Final Judgment of Dissolution of Marriage.

Done and Ordered in Orlando, Orange County, Florida this 20th day of December, 2023.



Circuit Judge

CC:

Brandon M. Tyson, Esq.
Andrew J. Chmelir, Esq



Judicial Assistant

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

IN RE: THE MARRIAGE OF:

Case No. 2021-DR-13256

CHRISTOPHER B. FLEAGLE,

Petitioner,
and

KELLY A. FLEAGLE,

Respondent.

PETITIONER'S PROPOSED PARENTING PLAN

This Parenting Plan is proposed by the Husband.

I. PARENTS

Father: **CHRISTOPHER B. FLEAGLE**

Mother: **KELLY A. FLEAGLE**

II. MINOR CHILD: This Parenting Plan is for the following child born to the parties:

<u>Name</u>	<u>Date of Birth</u>	<u>Sex</u>
V.K.	1/14/2009	F

III. JURISDICTION

The United States is the country of habitual residence of the minor child.

The State of Florida maintains the most significant contacts with the child and is the most appropriate forum for addressing parenting contact and time-sharing.

The State of Florida is the child's home state for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act.

This Parenting Plan is a child custody determination for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act, the International Child Abduction

Remedies Act, 42 U.S.C. ss 11601 et seq., the Parental Kidnapping Prevention Act, and the Convention on the Civil Aspects of International Child Abduction enacted at the Hague on October 25, 1980.

IV. SHARED PARENTAL RESPONSIBILITY AND DECISION MAKING

1. Shared Parental Responsibility

The parties shall have shared parental responsibility for the minor child.

It is in the best interest of the child that the parties have full parental rights to make major decisions affecting the welfare of the child. Major decisions include, but are not limited to, decisions about the child's education, healthcare, daycare and religious training. The parties shall confer on all major decisions regarding the minor child and such decisions shall be made jointly by the parties.

The major decisions regarding the child shall be shared between the Mother and Father as follows:

Education/Academic decisions	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input checked="" type="checkbox"/> Both
Non-emergency health care	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input checked="" type="checkbox"/> Both
Extra-curricular activities	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input checked="" type="checkbox"/> Both
Religion/Religious Training	<input type="checkbox"/> Mother	<input type="checkbox"/> Father	<input checked="" type="checkbox"/> Both

- The parents shall consult with each other on substantial questions relating to the minor child and work cooperatively for her best interests.
- With respect to the broad grant of privileges confirmed by this parenting plan it is specifically ordered that these powers shall not be exercised for the purpose of frustrating, denying or controlling in any manner the social development of the minor child.
- The parties shall exert their best efforts to work cooperatively in future plans consistent with the best interests of the child and in amicably resolving same.
- Neither parent shall do anything which would estrange the child from the other; which would injure the opinion of the child as to her mother or father; or which would impair the natural development of the child's love and respect for each of the parents.
- At all times, the parents shall strive for a working relationship in the best interest of the child.

2. Day-to-Day Decisions

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

3. **Extra-curricular Activities**

- The parents must mutually agree to all extra-curricular activities that impact the timesharing of the other parent. Either parent may attend an extra-curricular activity of the child regardless of the allocated timesharing schedule herein; the parents shall work together to make certain that they both may attend all such events (including school related activities).
- The parent with the minor child shall transport her to and/or from all mutually agreed upon extra-curricular activities, providing all necessary uniforms and equipment within the parent's possession.
- The costs of the agreed upon extra-curricular activities shall be paid in proportion to the parties share of their combined incomes as reflected on the child support guidelines. The party who enrolls a child in an extra-curricular activity that is not agreed upon shall be responsible for all costs related thereto. The parties shall not unjustifiably withhold their consent to the child's participation in an extracurricular activity.

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

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

Each party shall be responsible for accessing and reviewing any information that the school makes publicly available online.

Each parent may obtain records and reports directly from the school and health care providers.

Each parent shall be entitled to complete and detailed information from all pediatricians, physicians, dentists, consultants, or specialists attending to the minor child for any reason whatsoever and shall be promptly furnished with copies of any information given to one

or the other parent.

Each parent shall be entitled to complete and detailed information from all teachers, schools, summer camps or other programs or institutions which the child may attend or become associated with in any way. Each of the parents shall furnish the other with copies of all reports given to one or the other parent, as soon as practicable upon their receipt.

Each parent shall provide directly to the other parent, as soon as practicable, any and all of the following information about the minor child as soon as such information is received by them, except as the parents have otherwise made separate arrangements with third parties to secure this information. (In the event either parent is uncertain as to whether the third party has provided the information to the other he/she shall then provide the information):

- School report cards and all other written or oral evaluations of the minor child's school performance.
- School calendars and special school events and activities.
- Written or oral notification that a child has been or is being reprimanded or disciplined by her school.
- Information that a minor child is taking a medication and, if the minor child will be under the care of the other parent while taking the medication, the medication and the schedule for taking it.
- Current membership cards and plan descriptions for all medical and dental insurance coverage for the minor children.
- Schedules for any sports programs, extracurricular activities, school events, lessons, and other organized activities, and any written or oral evaluations of a minor child's performance in same.

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

Both parents shall have equal and independent authority to confer with the child's school, teachers, tutors, coaches, health care providers and any programs with which the child is associated.

Both parents shall be listed as "emergency contacts" for the child for any requirement, including school, extra-curricular, medical, recreational, or otherwise.

Each parent has a continuing responsibility to provide a residential, mailing, and contact

address and telephone number to the other parent. Each parent shall notify the other parent in writing within 24 hours of any changes.

VI. SCHEDULING

1. **School Calendar:** On or before April 1st of each year, both parents will obtain a copy of the school calendar for the next year. The parties shall follow the school calendar for Orange County, Florida.
2. **Academic Break Definition:** Except as otherwise provided herein, when defining academic break periods, the period shall begin at the end of the last scheduled day of classes before the holiday or break and shall end on the first day of regularly scheduled classes after the holiday or break.

VII. TIME SHARING SCHEDULE

In the absence of mutual agreement, the parents shall share time with the minor child as provided by the time-sharing schedule below.

The parties shall each have alternating weekly timesharing with the exchange of the child transpiring on Friday nights at 6 pm.

- **Holiday Schedule.** The Holiday schedule shall take priority over the regular “weekly” timesharing which shall resume following the holiday/special day. If a holiday is not specified as even, odd, or every year with one parent, then the children shall remain with the parent in accordance with the regular “weekly” schedule. Holiday time-sharing shall be in accordance with the schedule below.

Holidays

Mother’s Day Weekend/
Father’s Day Weekend:

Mother shall have timesharing each and every year on Mother’s Day weekend from Friday after school (or at 9 am if no school) until return of the child to school on Monday (or 9am if no school). Father shall have timesharing each and every year on Father’s Day weekend from Friday after school (or at 9am if no school) until return of child to school on Monday (or 9 am if no school).

Easter Sunday:

In odd numbered years, Father shall have timesharing on Friday morning (9 am on the Friday before Easter) until Saturday at 9 pm while Mother shall have timesharing from

Saturday at 9pm until Monday morning 9am when the regular timesharing schedule shall resume. In even numbered years, Mother shall have timesharing on Friday morning (9 am on the Friday before Easter) until Saturday at 9 pm while Father shall have timesharing from Saturday at 9 pm until Monday morning at 9 am when the regular timesharing schedule shall resume.

Thanksgiving

Each and every odd year, the Father shall have timesharing from the Wednesday before Thanksgiving (pick up from school or 9am if no school) until Thanksgiving Day at 3pm while Mother shall have timesharing from Thanksgiving Day at 3 pm until Friday at 5 pm.

Each and every even year, the Mother shall have timesharing from the Wednesday before Thanksgiving (pick up from school or 9am if no school) until Thanksgiving Day at 3pm while Friday shall have timesharing from Thanksgiving Day at 3 pm until Friday at 5 pm.

Winter Break:

The parties shall follow the regular weekly timesharing schedule except in even numbered years Father shall have timesharing from 12/24 at 9am until 12/25 at 1 pm while Mother shall have timesharing from 12/25 at 1 pm until 12/26 at 6 pm. In odd numbered years, Mother shall have timesharing from 12/24 at 9am until 12/25 at 1 pm while Father shall timesharing from 12/25 at 1 pm until 12/26 at 6 pm.

Spring Break:

The parent who has weekend timesharing on the weekend immediately preceding Spring Break shall have timesharing until the Wednesday at 9am while the other parent shall have timesharing from Wednesday at 9am until return of the children to school on the following Monday.

Summer Break

The parents shall follow the regular schedule through the summer. It is provided, however, that both parties shall be entitled to have two (2) full weeks of timesharing with the minor child during the summer for vacation purposes or otherwise. Said two (2) week period may be taken in consecutive weeks or two one week blocks. The parties shall agree upon the summer timesharing schedule on or before April 1st of each year. In odd numbered years the Mother shall have first selection of the summer vacation

weeks while the Father shall have first selection of the summer vacation weeks in even numbered years.

Fourth of July

The Mother shall have timesharing with the minor children on the 4th of July at 7:30 am until the following day at 7:30 am (or 9am if no school) in odd numbered years while the Father shall have the same holiday timesharing in even numbered years.

VIII. TRANSPORTATION AND EXCHANGE OF CHILD

1. Each party is responsible for their own transportation costs with respect to the timesharing with the minor child.
2. All exchanges shall occur curbside at the home of the parent who is concluding his or her timesharing. The parent beginning his or her timesharing shall provide transportation for the children.
3. **Foreign and Out-of-State Travel.** Either parent may travel within the United States with the child during his/her time-sharing. The parent traveling with the child shall give the other parent at least 5 days written notice before traveling out of state unless there is an emergency or an unexpected event, and shall provide the other parent with a detailed itinerary, including locations and telephone numbers where the child and parent can be reached at least 3 days before traveling.

Either parent may travel out of the country with the child during his/her time sharing. At least 30 days prior to traveling, the parent shall provide a detailed itinerary, including locations, and telephone numbers where the child and parent may be reached during the trip. Each parent agrees to provide whatever documentation is necessary for the other parent to take the child out of the country.

IX. SCHOOL DESIGNATION. For purposes of school boundary determination and registration, the address of the Mother shall be used.

X. DESIGNATION OF CUSTODIAN FOR OTHER LEGAL PURPOSES. The Mother shall be designated as the custodian of the child in even numbered years and the Father shall be designated in odd number years **SOLELY** for the purpose of all state and federal statutes which require a designation of custody.

XI. COMMUNICATION

1. **Between Parents**

All communications between the parties regarding the minor children shall be conducted on the OurFamilyWizard® (OFW) parenting application. The parents shall share equally in the costs of OFW. Each parent shall respond within 24 hours to any message or notification received on OFW that requires a response.

2. **Between Parent and Child**

Both parents shall keep contact information current. Telephonic or other electronic communication shall not be monitored by or interrupted by the other parent. "Electronic communication" includes telephones, electronic mail or e-mail, webcams, video-conferencing equipment and software or other wired or wireless technologies or other means of communication to supplement face-to-face contact. The child may have telephonic or other electronic communication with the other parent at any reasonable time. Neither party shall monitor the phone contact between the child and the other parent.

XII. GENERAL TERMS AND CONDITIONS

1. Each parent shall provide to the other parent information of all notices or reports concerning special activities in which the children are engaged upon receipt and oral notice where there is no time to transmit written notice.
2. Each parent shall make diligent efforts to maintain full access and to foster and encourage a positive relationship between the children and the other parent. Each parent is under an affirmative duty to foster the love and affection of the child for the other parent.
3. Neither of the parents will, at any time, for any reason, cause the designation of "Father" or "Mother" or their equivalent to be used by the minor child with reference to any other person apart from the parents hereto.
4. No parent shall make disparaging comments about the other parent to the child or while in the presence of the child, nor allow any other person to do so.
5. Each parent may select the appropriate child care providers when the child is in his or her care, however, the identity and contact information of any person who cares for the child without the parent present, shall be disclosed to the other party.

XIV. CHANGES OR MODIFICATIONS OF THE PARENTING PLAN

This Parenting Plan may be modified or varied on a temporary basis when both parents agree in writing. When the parents do not agree, the Parenting Plan remains in effect and must be followed by its express terms.

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

XV. RELOCATION. Any relocation of the children is subject to and must be sought in compliance with s. 61.13001, Fla. Stat.

XVI. DISPUTES. In the event of any disagreement regarding an issue between the parents concerning time-sharing, shared parental responsibility, or any other issue regarding the minor child, the parents shall first confer and exercise reasonable efforts to resolve such a dispute.

FLEAGLE v. FLEAGLE
PROPOSED EQUITABLE DISTRIBUTION
 Date of Marriage: 07/02/1994
 Date of Filing: 11/05/2021

HUSBAND'S PROPOSAL

WIFE'S PROPOSAL

Equalize via Savings Plan
 DRAFT as of 12/21/2023

DRAFT as of 12/21/2023

Ref	Asset/Liability	Ownership	Account Number / Description	Date	Amount	Split	To Husband	To Wife	Date	Amount	Split	To Husband	To Wife
CASH:													
1	MidFlorida Savings	H	...7926	11/15/2021	\$ 20,006	To H	\$ 20,006	\$ -	11/15/2021	\$ 20,006	To H	\$ 20,006	\$ -
2	MidFlorida Checking	H	...8019	11/15/2021	\$ 27,473	To H	\$ 27,473	\$ -	11/15/2021	\$ 27,473	To H	\$ 27,473	\$ -
3	MidFlorida Savings	H	...7971	11/15/2021	\$ 8,421	To H	\$ 8,421	\$ -	11/15/2021	\$ 8,421	To H	\$ 8,421	\$ -
4	MidFlorida Savings	J	...0000	11/15/2021	\$ 8	Equal	\$ 4	\$ 4	11/15/2021	\$ 8	Equal	\$ 4	\$ 4
5	MidFlorida Checking	J	...7190	11/15/2021	\$ 1,111	Equal	\$ 556	\$ 556	11/15/2021	\$ 1,111	Equal	\$ 556	\$ 556
6	MidFlorida Savings	J	...0001	11/15/2021	\$ 5	Equal	\$ 3	\$ 3	11/15/2021	\$ 5	Equal	\$ 3	\$ 3
7	MidFlorida Savings	J	...0002	11/15/2021	\$ 5	Equal	\$ 3	\$ 3	11/15/2021	\$ 5	Equal	\$ 3	\$ 3
8	MidFlorida Savings	J	...0003	11/15/2021	\$ 5	Equal	\$ 3	\$ 3	11/15/2021	\$ 5	Equal	\$ 3	\$ 3
9	MidFlorida Savings	J	...0004	11/15/2021	\$ 5	Equal	\$ 3	\$ 3	11/15/2021	\$ 5	Equal	\$ 3	\$ 3
10	Health Care Savings Plan	H	From H's FA		\$ 4,584	Equal	\$ 2,292	\$ 2,292	From H's FA	\$ 4,584	Equal	\$ 2,292	\$ 2,292
INVESTMENTS:													
11	First Financial	J	...5202	6/15/2021	\$ 6,302	Equal	\$ 3,151	\$ 3,151	6/15/2021	\$ 6,302	Equal	\$ -	\$ 6,302
12	Morgan Stanley	H	...7653	9/30/2021	\$ 1,532	To H	\$ 1,532	\$ -	9/30/2021	\$ 1,532	To H	\$ 1,532	\$ -
13	FNB Corp	H	...2080	12/17/2021	\$ 1,225	To H	\$ 1,225	\$ -	12/17/2021	\$ 1,225	To H	\$ 1,225	\$ -
BUSINESS INTERESTS:													
14	N/A				\$ -	As Shown	\$ -	\$ -			Equal	\$ -	\$ -
RETIREMENT PLANS:													
15 a	Lockheed Martin Savings Plan - marital portion	H	...6301	9/30/2023	\$ 1,202,912	% Split	\$ 841,282	\$ 361,630	9/30/2023	\$ 1,202,912	To H	\$ 1,202,912	\$ -
	<i>LESS tax-effect on all retirement plans (estimated at 20%)</i>												
					\$ (240,582)		\$ (168,256)	\$ (72,326)		\$ (216,524)		\$ (216,524)	
15 b	Lockheed Martin Savings Plan (Roth)	H	...6301	12/31/2021	\$ 26,805	To H	\$ 26,805	\$ -	12/31/2021	\$ 26,805	To H	\$ 26,805	\$ -
16	Lockheed Martin Pension	H				Split via QDRO	Split via QDRO	Split via QDRO		Split via QDRO	To H	Split via QDRO	Split via QDRO
LIFE INSURANCE CASH VALUES:													
17	Paul Revere Life Insurance	H	...3755	11/28/2021	\$ 2,561	To H	\$ 2,561	\$ -	11/28/2021	\$ 2,561	To H	\$ 2,561	\$ -
REAL ESTATE:													
18 a	5469 Chiswick Cir, Orlando, FL	J		9/20/2023	\$ 585,000	To W	\$ -	\$ 585,000	9/20/2023	\$ 585,000	To W	\$ -	\$ 585,000
18 b	LESS Mortgage	J	...9277	11/2/2021	\$ (213,853)	To W	\$ -	\$ (213,853)	9/21/2023	\$ (213,853)	To W	\$ -	\$ (213,853)
VEHICLES:													
19	2016 Chevy Malibu (Inh. from H's Sister)	H	NADA Guides	5/2/2023	\$ 10,200	To H	\$ 10,200	\$ -	5/2/2023	\$ 10,200	To H	\$ 10,200	\$ -
20	2013 Ford Edge	J	NADA Guides	5/2/2023	\$ 7,250	To W	\$ -	\$ 7,250	5/2/2023	\$ 7,250	To W	\$ -	\$ 7,250
21	2011 Toyota Camry (To Kids)	J	NADA Guides	5/2/2023	\$ 5,800	To W	\$ -	\$ 5,800			To W	\$ -	\$ 5,800
22	1999 Mazda Miata (To Kids)	J	NADA Guides	5/2/2023	\$ 10,250	To W	\$ -	\$ 10,250			To W	\$ -	\$ 10,250
23	Camper	J	From H's FA		\$ 800	To W	\$ -	\$ 800	From H's FA	\$ 800	To W	\$ -	\$ 800
OTHER ASSETS:													
24	Grand piano, bedroom/living furniture	J	From H's FA	Goes w/house	\$ 38,000	To W	\$ -	\$ 38,000	11/14/2023	\$ 8,675	To W	\$ -	\$ 8,675
25	Apartment furnishings	J	From H's FA	After DOS	\$ 1,500	To H	\$ 1,500	\$ -	From H's FA	\$ 1,500	To H	\$ 1,500	\$ -
26	Jewelry	J	From H's FA		\$ 3,000	To W	\$ -	\$ 3,000	From H's FA	\$ 3,000	To W	\$ -	\$ 3,000
27	TV/sound	J	From H's FA		\$ 585	To W	\$ -	\$ 585	From H's FA	\$ 585	To W	\$ -	\$ 585
28	Game Systems	J	From H's FA	To kids	\$ 995	Equal	\$ 498	\$ 498	From H's FA	\$ 995	Equal	\$ 498	\$ 498
29	Computers	J	From H's FA	1 desktop to each	\$ 500	Equal	\$ 250	\$ 250	From H's FA	\$ 500	Equal	\$ 250	\$ 250
30	Kayaks	J	From H's FA		\$ 1,000	To H	\$ 1,000	\$ -	From H's FA	\$ 1,000	To H	\$ 1,000	\$ -
31	Painting	J	From H's FA		\$ 370	To W	\$ -	\$ 370	From H's FA	\$ 370	To W	\$ -	\$ 370
32	Silvery cutlery	J	From H's FA		\$ 3,800	Equal	\$ 1,900	\$ 1,900	From H's FA	\$ 3,800	Equal	\$ 1,900	\$ 1,900
33	China dishes (inherited portion (H's grandmother)	J	From H's FA		\$ 2,390	To H	\$ 2,390	\$ -	From H's FA	\$ 2,390	To H	\$ 2,390	\$ -
34	Crystal Vessels	J	From H's FA		\$ 1,320	To W	\$ -	\$ 1,320	From H's FA	\$ 1,320	To W	\$ -	\$ 1,320
35	Dishes	J	From H's FA		\$ 520	Equal	\$ 260	\$ 260	From H's FA	\$ 520	Equal	\$ 260	\$ 260
36	Overspending/Vehicles	W	Husband's Spreadsheet		\$ 48,790	To W	\$ -	\$ 48,790			To W	\$ -	\$ 48,790
LIABILITIES:													
37	Citi Double Cash CC	H	...4808	7/2/2021	\$ 476	To H	\$ 476	\$ -			To H	\$ -	\$ -

FLEAGLE v. FLEAGLE
PROPOSED EQUITABLE DISTRIBUTION
Date of Marriage: 07/02/1994
Date of Filing: 11/05/2021

HUSBAND'S PROPOSAL

WIFE'S PROPOSAL

Equalize via Savings Plan
DRAFT as of 12/21/2023

DRAFT as of 12/21/2023

Ref	Asset/Liability	Ownership	Account Number / Description	Date	Amount	Split	HUSBAND'S PROPOSAL		WIFE'S PROPOSAL			
							To Husband	To Wife	Date	Amount	To Husband	To Wife
38	Costco Anywhere Visa	H	...9286	11/8/2021	\$ -	Equal	\$ -	\$ -				
TOTAL MARITAL NET WORTH:							\$ 785,535	\$ 785,535	\$ 1,500,488		\$ 1,095,270	\$ 405,218
<i>Cash/note to equalize - equalized via #15</i>							\$ -	\$ -			\$ (345,026)	\$ 345,026 (4)
TOTAL DISTRIBUTED MARITAL NET WORTH:							\$ 785,535	\$ 785,535	\$ 1,500,488		\$ 750,244	\$ 750,244 (5)
NON MARITAL NET WORTH												
INVESTMENTS:												
a	Cisco Investment (UTMA)	H w/ C	...3851	10/27/2021	\$ 7,463	To H	\$ 7,463	\$ -			\$ -	\$ -
b	Charles Schwab	H w/ C	...7428	9/30/2021	\$ 983	To H	\$ 983	\$ -			\$ -	\$ -
RETIREMENT PLANS:												
a	Lockheed Martin Savings Plan - post-marital portior	H	...6301	9/30/2023	\$ 97,410	To H	\$ 97,410	\$ -			\$ -	\$ -
TOTAL NON-MARITAL NET WORTH:							\$ 105,856	\$ -	\$ -		\$ -	\$ -

NOTES

(1) To be split as percentage of account including passive appreciation/(depreciation) thereon not including contributions after date shown. To Wife:

30.1%

0.0%

(2) Marital portion of retirement plans to be split 50/50 via Qualified Domestic Relation Order (QDRO). Marital portion of retirement plans defined as the portion of the account between the date of marriage and the date of filing, subject to market fluctuations. Minor differences may occur due to rounding

FLEAGLE v. FLEAGLE

Child Support and Alimony Calculations

	Husband ⁽¹⁾	Wife ⁽²⁾
Monthly Wage Income	\$ 21,200	\$ 2,952
Monthly Business/Rental Income	\$ -	\$ -
Monthly Self-Employment Income	\$ -	\$ -
Monthly Interest, Dividends, and Retirement Income	\$ -	\$ 1,364
Monthly Tax-Free Income	\$ -	\$ -
Total income	\$ 21,200	\$ 4,316
LESS estimated federal tax ⁽³⁾	\$ (4,674)	\$ (167)
LESS FICA / self-employment tax	\$ (828)	\$ (183)
LESS Medicare / self-employment tax	\$ (348)	\$ (43)
LESS health insurance (including dental)	\$ (172)	\$ (272)
Net income after taxes (excludes alimony)	\$ 15,178	\$ 3,651
Monthly expenses ⁽⁴⁾	\$ (9,603)	\$ (6,046)
(A) Net surplus/(deficit)	\$ 5,575	\$ (2,396)
(B) 35% difference between Alimony payor's and Alimony recipient's net income	N/A	\$ 4,035
Minimum of (A) alimony recipients net need (deficit only) or (B) 35% difference between Alimony payor's and Alimony recipient's net income	N/A	\$ 2,396
Alimony	\$ (2,396)	\$ 2,396
Net surplus/(deficit) after alimony	\$ 3,179	\$ -
Alimony Duration:		
Date of Marriage		07/02/1994
Date of Filing		11/15/2021
Length of Marriage (years)		27
Type of Marriage		<i>Long-Term Marriage</i>
Alimony Duration % of Length of Marriage		75%
Maximum Alimony Duration (years)		20.25

FLEAGLE v. FLEAGLE

Child Support and Alimony Calculations

	Husband ⁽¹⁾	Wife ⁽²⁾
# of children		1
# overnights	182	183
% overnights	49.9%	50.1%
Child Support (with consideration of alimony)	\$ (448)	\$ 448
Alimony	\$ (2,396)	\$ 2,396
PLUS/MINUS child support	\$ (448)	\$ 448
Alimony + child support	\$ (2,844)	\$ 2,844
(A) Net surplus/(deficit)	\$ 5,575	\$ (2,396)
LESS children expenses ⁽⁴⁾	\$ -	\$ -
Net surplus/(deficit) after alimony + child support	\$ 2,731	\$ 448
<i>Net after-tax cash to each</i>	<i>\$ 12,334</i>	<i>\$ 6,495</i>
<i>% of net after-tax cash to each</i>	<i>65.5%</i>	<i>34.5%</i>
<i>Alimony as % of Payor's gross income</i>		<i>11%</i>
<i>Alimony as % of Payor's net income</i>		<i>16%</i>
<i>Alimony and Child Support as % of Payor's gross income</i>		<i>13%</i>
<i>Alimony and Child Support as % of Payor's net income</i>		<i>19%</i>

Assumptions		
ENTER INFORMATION FOR CALCULATIONS:		
Filing status	Husband Single	Wife HOH
# dependents	0	1
ANNUAL Excess Over Standard Deduction ^(a)	\$ -	\$ -
<small>^(a) Itemized deductions are limited to mortgage interest, state/local/property taxes, and charitable contributions.</small>		
ENTER FOR CHILD TAX CREDIT ONLY (DOES NOT EFFECT # OF CHILDREN FOR CHILD SUPPORT):		
# of children <i>under</i> age 17 claiming on taxes	0	1
Enter POSITIVE amounts under who actually pays:		
Monthly child care costs	\$ -	\$ -
Monthly child(ren) only health insurance	\$ 185.64	\$ -
Monthly child(ren) only uncovered medical	\$ -	\$ -

FLEAGLE v. FLEAGLE

Child Support and Alimony Calculations

Husband ⁽¹⁾	Wife ⁽²⁾
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Notes

- ⁽¹⁾ Source for Husband's income: Pursuant to Judge.
- ⁽²⁾ Source for Wife's income: Pursuant to Judge. Includes 72(t) income based on updated EDW.
- ⁽³⁾ Based on 2023 federal tax rates and either single or HOH filing status.
Does not include any alternative minimum tax or any special tax situations, etc.
Estimate for illustration purposes only; please consult with tax advisor.
- ⁽⁴⁾ Source for Husband's expenses: Husband's Adjusted Financial Affidavit dated 11/17/2023. See analysis for calculation of amounts.
- Source for Wife's expenses: Wife's Adjusted Financial Affidavit dated 03/23/2023. See analysis for calculation of amounts.

Alimony calculations pursuant to CS/SB 1416: Dissolution of Marriage signed into law on 06/30/2023.

Minor differences may occur due to rounding.