

IN THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY FLORIDA

YANICK TAPANES

Petitioner

v.

LEONEL F. TAPANES

Respondent

CASE NO: 15-16374-FC-04

Division: Family Court

MEDIATED MARITAL SETTLEMENT AGREEMENT

WHEREAS YANICK TAPANES and LEONEL F. TAPANES were married on 02-01-03 in Miami, FL and the following children were born to the marriage:

Name	D/O/B	Place of Birth	Sex
Hunter Michael Tapanes	04-15-05	Miami, FL	M
Jordan Gabriel Tapanes	12-13-06	Miami, FL	M
Jayden Shiloh Tapanes	04-14-07	Miami, FL	F

WHEREAS no other children were born to the marriage or adopted and no further children are expected.

WHEREAS YANICK TAPANES filed a Petition for Dissolution of marriage in Miami-Dade County Florida and intends on submitting this agreement for ratification.

WHEREAS the parties wish to settle their differences regarding their children, assets, liabilities, etc., through this agreement;

WHEREAS the parties have produced sufficient discovery and/or financial disclosure to each other and/or both parties waive any further disclosure in making this agreement;

WHEREAS jurisdiction is proper in Miami, Florida;

WHEREAS the United States is the country of habitual residence of the children and Florida is the children's home state for the purposes of the Uniform Children Custody Jurisdiction and Enforcement Act.

WHEREAS the Parenting Plan incorporated herein is a children custody determination of the Uniform Children Custody Jurisdiction and Enforcement Act, the International Children Abduction Remedies Act, 42 U.S.C. Sections 11601 et seq., the Parental Kidnapping Prevention Act, and the Convention on the Civil Aspects of International Children Abduction enacted at the Hague on October 25, 1980, and for all other state and federal laws.

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, and in the best interest of the children;

The parties hereby agree to the following and intend this agreement be incorporated to and made a part of any subsequent final judgment in this matter.

**ARTICLE I
PARENTAL RESPONSIBILITY**

1.1 See Exhibit "A" attached.

**ARTICLE II
COMMUNICATION**

2.1 See Exhibit "A" attached.

**ARTICLE III
TIME-SHARING**

3.1 See Exhibit "A" attached.

**ARTICLE IV
CHILD SUPPORT**

- 4.1 The Father will pay the amount of (\$248.91) per month to the Mother as child support.
- 4.2 Child support payment in the amount specified in paragraph 4.1 will continue until the oldest child reaches the age of majority, dies, emancipates, marries or joins the military. At that point, the parties will re-calculate child support.
- 4.3 The Father is responsible for securing and maintaining health insurance for the children. The parties will split any deductibles and out of pocket expenses for reasonable and necessary medical, dental or psychological expenses as follows: 60% Father and 40% Mother. The Father will deliver copies of the insurance policy and cards to the other

parent within (10) days of receiving same. A party incurring or paying for the full deductible, co-pay, etc., will provide the other party with proof of the payment and shall be reimbursed within (15) days by the other party.

- 4.5 Agreed to extracurricular activities shall be split as follows: 60% Father and 40% Mother.
- 4.6 Uncovered reasonable and necessary medical, dental and psychological will be split as follows: 60% Father and 40% Mother.
- 4.7 The parties agree to split the cost for the Prepaid college fund.
- 4.8 The parties agree to share the reasonable costs of school uniforms and supplies as follows: 60% Father and 40% Mother.

ARTICLE V RELOCATION, TRIPS & ITENARARY

- 5.1 Neither party may move from their current address if said move will be greater than (50) miles unless they have prior court approval and/or the other party consents and the proper methods and standards outlined in Fla. Stat. 61.13001 is followed and met.
- 5.2 Either party may take their children on overnight trips anywhere within the contiguous United States upon (7) day notice to the other parent with a complete itinerary that includes the following, at a minimum:
 - Date and time of departure
 - Date and time of return
 - Name, address and phone number of hotel staying at
 - Method of travel
 - List of different places the children will be if it changes by the day
 - All methods available for the parent to communicate with the children including preferred time
- 5.3 Any other trips must be approved by both parents with said approval not to be unreasonably withheld.

ARTICLE VI COURT COSTS AND ATTORNEY FEES

6.1 Each party shall pay their own costs and attorney fees.

**ARTICLE VII
FEDERAL CHILDREN TAX CREDITS & EXEMPTIONS**

7.1 The Mother shall be entitled to claim Hunter & Jordan on her taxes on odd years and the Father shall claim Jayden. On even years, the Father shall claim Hunter & Jordan and the Mother shall claim Jayden. Once the oldest child has reached the age of majority, the Mother shall claim the oldest child and Father shall claim the youngest. Once the second child reaches the age of majority, the parents will alternate claiming the youngest child. Either party wishing to claim the children on any given year must be completely current with child support payments and/or their portion of deductibles, co-payments and any reimbursements owed to the opposing party (except for retroactive support that is being paid back as agreed) by December 31st of the year they are claiming. Once the oldest child reaches the age of majority, the parties will alternate claiming the youngest child every other year.

**ARTICLE VIII
ALIMONY**

8.1 Both parties hereby expressly and forever waive all forms of alimony including but not limited to: permanent, rehabilitative, nominal, retroactive, temporary, bridge the gap, durational, lump sum and any other form of alimony existing in Florida. Neither party has the need for alimony nor the ability to pay same.

**ARTICLE IV
ASSETS & LIABILITIES**

9.1 The Wife shall have sole and exclusive ownership of the following items, free from any and all claims from the Husband:

- a. Trailer
- b. 3 ATV's
- c. Harley Fat Bob (The husband is willing to help the wife sell the bike)
- d. All furniture at 201 NW 22nd Street, Homestead, FL 33030
- e. 2011 Jeep Wrangler
- f. Her 403b titled in her name

The Husband shall have sole and exclusive ownership of the following items, free from any and all claims from the Wife:

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- a. 2008 Truck
- b. Harley Street Glide
- c. All guns in his possession
- d. All watches in his possession
- e. His DROP titled in his name

The parties will select and share in the expense of a Qualified Domestic Relation's Order (QDRO) to divide the "marital portion" of:

- a. All of husband's pensions except for the DROP
Marital portion is defined as from the date of the marriage 02-01-03 through the filing of the Petition for Dissolution.
- b. The parties will attempt to mutually select someone to prepare the QDRO within (30) days from the date of execution of this agreement. If the parties cant agree on someone, the parties agree to submit the issue before the judge to decide.

The Husband will establish a trust for the benefit of the minor children to receive survivor benefits from his Miami Police Pension within 90 days from the execution of this agreement. The Father shall provide proof showing the surviior benefits once per year on or before July 1st, 2016.

9.2 The Wife shall be solely responsible to pay the following debts and agrees to hold her husband harmless from same:

- a. Wells Fargo
- b. Macy's
- c. Discover
- d. Her Doctor bills as listed on her financial affidavit

If Husband's credit is pledged on any of the mentioned liabilities, the Wife may not enter into settlements with the creditor to pay less if doing so will negatively affect the husband's credit.

The Husband shall be solely responsible to pay the following debts and agrees to hold his Wife harmless from same:

- a. Miami Police Federal Credit Union
- b. Chase
- c. American Express

If Wife's credit is pledged on any of the mentioned liabilities, the Husband may not enter into settlements with the creditor to pay less if doing so will negatively affect the Wife's credit.

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9.3 Neither party shall pledge each other's credit from the execution of this agreement to the end of time.

**ARTICLE X
REPRESENTATION**

10.1 The Father has been represented by attorney Raul Perez-Ceballos. The Mother has been represented by Joseph Olivera.


10.2 The parties have been advised that the attorneys are not tax experts, accountants, cpas, etc., and that they should seek independent advice from a professional to be advised as to the tax consequences of this agreement, if any.

**ARTICLE XI
MEDIATOR CLAUSE**

11.1 The Mediator was Lilly Real of Butterfly Mediation and Transformation Corp., who is not responsible for the drafting of this agreement and whose fees are equally split among the parties.

I, LEONEL F. TAPANES, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.

Dated:



LEONEL F. TAPANES

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Sworn to or affirmed and subscribed before me on MARCH 22, 2016 by LEONEL F. TAPANES.

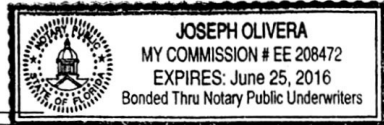


NOTARY PUBLIC - STATE OF FLORIDA

JOSEPH OLIVERA

Printed Name of Notary

Personally known
 Produced identification
Type of identification produced FLORIDA DRIVERS LICENSE



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I, YANICK TAPANES, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.

Dated:

Yanick Tapanes
YANICK TAPANES

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Sworn to or affirmed and subscribed before me on MARCH 22, 2016 by
YANICK TAPANES.

Joseph Olivera
NOTARY PUBLIC - STATE OF FLORIDA

JOSEPH OLIVERA
Printed Name of Notary

Personally known
 Produced identification
Type of identification produced _____

