

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. FMCE21010087 DIVISION: 35 JUDGE: Alperstein, Lauren M. (35)

Rubin Joseph

Plaintiff(s) / Petitioner(s)

v.

Lucrece Bernard Joseph

Defendant(s) / Respondent(s)

_____ /

FINAL JUDGMENT

THIS CAUSE having come on to be heard before this Court for Final Hearing on October 2, 2023, upon the Husband's Petition for Dissolution of Marriage and Other Relief. The Petitioner was present with his attorney, Darren Edwards, Esq. and the Respondent was present with her attorney, Steven Miller, Esq.

The Court has had the opportunity to evaluate and weigh all of the testimony presented, based on the Court's consideration of the intelligence, frankness, credibility, plausibility, character and competence of the witnesses, cognizant of the interest of the parties in the outcome of the case. The Court has additionally had the opportunity to consider the reasonableness of the testimony in light of all of the evidence. Giving the evidence and testimony the weight it deserves, the Court has resolved the conflict and determined the facts and law as best as it can. The Court has listened carefully to do its best to ascertain motives, biases, interests, and to also attempt to penetrate through the surface of remarks to their real purposes and motives. Therefore, the Court having heard argument of counsel, reviewed the file, heard testimony and being otherwise advised in the Premises, makes the following

Findings of Facts and Conclusions of Law:

1. The Court has jurisdiction of this cause and the parties hereto. The Court reviewed the

Husband's Florida Driver's License and that at least one of the parties has been a resident of the State of Florida for at least 6 months prior to the filing of the Petition for Dissolution of Marriage.

2. The parties were married on April 11, 2009. The Parties separated on March 13, 2021.
3. The Husband filed his Verified Petition for Dissolution of Marriage and Other Relief on or about July 31, 2021. The Wife answered the Amended Petition on September 2, 2021. The Wife filed a Counter Petition on May 16, 2022, and Husband filed an Answer to the Counter Petition on June 9, 2022.
3. Both parties testified that the marriage is irretrievably broken.
4. The parties have one minor child as part of this marriage. Abigail Lucrece Joseph, Date of Birth: March 19, 2012. The Wife is not pregnant and no other children are contemplated.
5. The Wife resides at 2522 Southwest 164th Avenue, Miramar, Florida 33027. The Husband resides at 6249 Pine Terrace, Plantation, Florida 33317.
6. The Husband is employed as a Registered Nurse. The Husband presently works in this capacity for Miami Jackson Memorial Hospital.
7. The Wife is employed as a Registered Nurse. She works at HCA Florida Northwest Hospital.
8. The Parties currently exercise temporary time-sharing using a 2-2-35 schedule provided in the Court's Temporary Order of January 25, 2023.
9. The Court finds that Shared Parental Responsibility is in the best interest of the minor child. The Court further finds that the best interest of the child is further by adopting the temporary time-sharing order as a final order and incorporating these determinations in a Parenting Plan. In determining the best interest of the child, the Court applied the evidence presented to statutory provision of Florida Statute §61.13(3)(a)-(t)

as follows:

- (a) The demonstrated capacity and disposition of each parent 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.

Both parents have the same capacity and necessary disposition to comply with the factors listed in this statutory provision.

(b)The anticipated division of parental responsibilities after the litigation, including the extent to which parental responsibilities will be delegated to third parties.

Both parents have the same capacity to exercise child-rearing responsibilities and would exercise the same level of parenting responsibilities.

(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 parent.

Both parents have the capacity to meet the child's needs. While Mother testified, Father does not properly maintain the minor child's hair and appearance, the Court heard no testimony as to how this deficiency was detrimental to the child's well-being.

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

The Court has no concerns about the minor child's environment. The child has resided in the same home since she was six (6) months old with one or both of her parents.

(e)The geographic viability of the parenting plan, with special attention paid to the needs of school-age children and the amount of time to be spent traveling to effectuate the parenting plan. This factor does not create a presumption for or against relocation of either parent with a child.

The Court was not presented any geographical concerns which would impact a parenting plan.

(f)The moral fitness of the parents.

There was no evidence presented raising any concerns as to the moral fitness of the parents.

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

There was no evidence presented raising any concerns as to the mental of physical health of the parents.

(h)The home, school, and community record of the child.

The Mother testified the child is a good student and the parents testified the minor child has friends and her social interactions are improving as is the child's social anxiety issues. There are no concerns applicable to this provision.

(i)The reasonable preference of the child, if the court deems the child to be of sufficient intelligence, understanding, and experience to express a preference.

There was no evidence presented addressing this provision and this provision is not applicable to the Court's parental responsibility findings.

(j)The demonstrated knowledge, capacity, and disposition of each parent to be informed of the circumstances of the minor child, including, but not limited to, the child's friends, teachers, medical care providers, daily activities, and favorite things.

There was no specific testimony presented addressing this provision, but there is no indication the parents are not informed of the circumstances of the minor child.

(k)The demonstrated capacity and disposition of each parent to provide a consistent routine for the child, such as discipline, and daily schedules for homework, meals, and bedtime.

Although the parents may have different parenting styles, the Court has no concerns about the capacity and disposition of the parents to maintain a consistent routine for the child.

(l)The demonstrated capacity of each parent to communicate with and keep the other parent 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.

There was no testimony or other evidence addressing this issue.

(m)Evidence of domestic violence, sexual violence, child abuse, child abandonment, or child neglect or evidence that a parent has or has had reasonable cause to believe that he or she or his or her minor child or children are in imminent danger of becoming victims of an act of domestic violence, regardless of whether a prior or pending action relating to those issues has been brought. If the court accepts evidence of prior or pending actions regarding domestic violence, sexual violence, child abuse, child abandonment, or child neglect, the court must specifically acknowledge in writing that such evidence was considered when evaluating the best interests of the child.

There is no history of evidence of domestic violence, sexual violence, child abuse, child abandonment, or child neglect in this matter.

(n)Evidence that either parent has knowingly provided false information to the court regarding any prior or pending action regarding domestic violence, sexual violence, child abuse, child abandonment, or child neglect.

This provision is not applicable, and no evidence was presented addressing this statutory provision.

(o)The particular parenting tasks customarily performed by each parent and the division of parental responsibilities before the institution of litigation and during the pending litigation, including the extent to which parenting responsibilities were undertaken by third parties.

The evidence is the parties and the minor child resided in the same home for the first nine (9) years of the child's life and the father was involved in performing parenting tasks prior to the divorce filing. Since the Court entered a Temporary time-sharing schedule in this matter, both Parties are exercising equal time-sharing.

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

Both Parents are involved in the child's school and extracurricular activities.

(q)The demonstrated capacity and disposition of each parent to maintain an environment for the child

which is free from substance abuse.

There was no evidence presented concerning this provision. Both parents work as Registered Nurses.

(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.

There was no evidence presented to indicate the parents involved the child in the ongoing litigation.

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

Although the Mother testified she is better equipped to meet the child’s needs at this stage of her development, there was no evidence presented which would cause the court to conclude the Father is unable to meet the child’s developmental needs.

(t)Any other factor that is relevant to the determination of a specific parenting plan, including the time-sharing schedule.

The parties, because of their collective religious faith, do not celebrate religious and secular holidays. As such, the Parenting Plan does not address holiday time-sharing.

10. The Parties have agreed that Alimony and Attorney’s fees are not issues in this matter. The Parties shall have ownership of the vehicles and any associated debt which are titled in their respective names. Any personal property not specifically addressed in the Final Judgment shall belong to the party who currently has possession of the item.

11. The marital debt, with the exception of Wells Fargo Home Loan attached to the former marital home, shall be paid by the person listed by the Creditor as the individual who incurred the debt.

Based on the foregoing findings of fact and conclusions of law, it is hereby

ORDERED and ADJUDGED as follows:

A. The Court has jurisdiction over the subject matter and the parties and the minor children.

B. The marriage of the parties, RUBIN JOSEPH and LUCRECE BERNARD JOSEPH is irretrievably broken, and the bonds of matrimony heretofore existing between them be and the same are hereby dissolved a *vinculo matrimonii*.

C. The Court adopts and ratifies the Parenting Plan as set forth on EXHIBIT “A” which is attached hereto.

D. The Court adopts and ratifies the equitable distribution of the parties' assets and liabilities as set forth on EXHIBIT "B", attached hereto. Each party shall have the exclusive ownership, use and possession of the assets awarded to him or her, free from any claim of the other party, and shall be responsible for the obligations associated with the assets awarded to that party. In all other respects, the Husband shall have exclusive ownership, use and possession of any asset in his possession or control and the Wife, shall have exclusive ownership, use and possession of any asset in her possession or control, free from any claim of the other, and shall be solely responsible for any liability in his or her name. To the extent any document is required to be signed by the Husband or Wife to effectuate the intent of this section that party shall be required to do so upon demand of the other party.

E. The Parties retirement plans shall be divided as follows:

1. Wife's HCA 401(k) shall be divided equally between the Parties' based on the value as of July 31, 2021. Husband's portion of the HCA 401(k) division shall be reduced by the sum of 1,633.00. This sum represents the Wife's portion of Husband's AIG Retirement Plan which was valued at \$3,662 as of July 31, 2021.

2. A Qualified Domestic Relations Order (QDRO) is to be prepared to execute division of the Wife's HCA 401(k) account. The Court hereby designates Matthew Lundy Law, 10101 West Sample Road #200 Coral Springs, Florida 33065 to prepare the QDRO. The parties are required to provide the firm with any and all financial documents needed to prepare the document. The parties are each 50% responsible for the fees incurred in the preparation of the QDRO.

F. The Parties' real property located at 2522 Southwest 164th Avenue, Miramar, Florida 33027 shall be disposed of as follows:

(a) Wife shall continue to have use of the marital home. The parties shall continue to be responsible for payment of ½ of the mortgage note payments to Wells Fargo Home Loans and ½ of any necessary and reasonable homeowner's expenses, including but not limited to taxes and insurance until either party is able to execute a financial buyout or the home is sold.

(b) Wife shall have the opportunity to buy-out the Husband's interest in the real property through financing or re-financing of the current mortgage note. The amount needed to buyout the Husband's interest shall be based on ½ of the equity the Parties' have in the real property at the loan closing, using the fair market value as determined by the lender's written appraisal used for the basis of the loan amount.

(c) The equity shall be determined based on the Fair Market Value property appraisal obtained by the Wife's lender. The amount due and owing to the Husband shall be the appraised FMV minus the loan payoff balance owed on the current loan at the time of closing. Wife shall have ninety (90) days from the entry of the Final Judgment to close and provide the equitable distribution funds to the

Husband.

(d) Husband shall timely execute any and all documents necessary to complete Wife's financing. Upon receipt of his equitable distribution at closing, Husband shall execute and present Wife with a Quit-Claim deed transferring his interest to Wife waiving and releasing any and all claim or interest in said property.

(e) Should the Wife fail to close and present funds to the Husband within ninety (90) days of the entry of the Final Judgment, Husband shall have the opportunity to buy-out the Wife's interest in the marital home through financing or re-financing of the current mortgage debt. The amount needed to buyout the Wife's interest shall be based upon $\frac{1}{2}$ of the equity the Parties' have in the real property at the loan closing, using the fair market value as determined by the lender's written appraisal used for the basis of the loan amount.

(f) The equity shall be determined based on the Fair Market Value property appraisal obtained by the Wife's lender. The amount due and owing to the Wife shall be the appraised FMV – minus the loan payoff balance owed on the current loan at the time of closing. Husband shall have ninety (90) additional days from the entry of the Final Judgment to close and provide the equitable distribution funds to the wife.

(g) The Wife shall timely execute any and all documents necessary to complete Husband's financing. Upon receipt of her equitable distribution at closing, Wife shall execute and present Husband with a Quit-Claim deed transferring her interest to Husband waiving and releasing any and all claim or interest in said property.

(h) Should both parties be unable to obtain financing or re-finance the existing mortgage note for a buy-out, the property shall immediately be listed for sale with a Realtor and/or Listing Agent establishing the initial sales price, unless the Parties agree on a different initial price. Both parties are required to agree to the selected Realtor/Listing Agent in writing.

(i) Should the Parties fail to agree on a realtor to list the property and facilitate a sale of the former marital home, the Parties can bring the issue before the Court to resolve the dispute concerning the selection of the Listing Agent/Realtor.

G. This Court specifically reserves jurisdiction to address Child Support issues in this matter which have been referred to the General Magistrate/Hearing Officer.

H. The Court retains jurisdiction of this cause and the parties hereto for the purpose of enforcing the terms and provisions of this Final Judgment, for adjudication of any charging liens, and to enter any further Orders it deems just and proper.

DONE AND ORDERED in Chambers at Broward County, Florida on 9th day of October, 2023.

FMCE21010087 10-09-2023 3:46 PM 

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Hon. Lauren Alperstein

CIRCUIT COURT JUDGE

Electronically Signed by Lauren Alperstein

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EXHIBIT "A"

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

Case No: _____

Division: _____

Petitioner,
and

Respondent.

PARENTING PLAN

This parenting plan is: (Choose only one)

- A Parenting Plan submitted to the court with the agreement of the parties.
- A proposed Parenting Plan submitted by or on behalf of:
 {Parent's Name} _____.
- A Parenting Plan established by the court.

This parenting plan is: (Choose only one)

- A final Parenting Plan established by the court.
- A temporary Parenting Plan established by the court.
- A modification of a prior final Parenting Plan or prior final order.

I. PARENTS

Mother

Name: LUCRECE BERNARD JOSEPH

Address: 2522 Southwest 164th Avenue, Miramar, Florida 33027

Telephone Number: _____

E-Mail: _____

Father

Name: _____

Address: _____

Telephone Number: _____

E-Mail: _____

II. CHILDREN: This parenting plan is for the following child(ren) born to, or adopted by the parties:
(add additional lines as needed)

Name	Date of Birth	Sex
_____	_____	_____
_____	_____	_____
_____	_____	_____

III. JURISDICTION

The United States is the country of habitual residence of the child(ren).

The State of Florida is the child(ren)'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. Sections 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, and for all other state and federal laws.

Other: _____.

IV. PARENTAL RESPONSIBILITY AND DECISION MAKING

1. Parental Responsibility (Choose only one)

Shared Parental Responsibility.

It is in the best interests of the child(ren) that the parents confer and **jointly** make all major decisions affecting the welfare of the child(ren). Major decisions include, but are not limited to, decisions about the child(ren)'s education, healthcare, and other responsibilities unique to this family.

OR

Shared Parental Responsibility with Decision Making Authority

It is in the best interests of the child(ren) that the parents confer and attempt to agree on the major decisions involving the child(ren). If the parents are unable to agree, the authority for making major decisions regarding the child(ren) shall be as follows:

Education/Academic decisions	<input type="checkbox"/> Mother	<input type="checkbox"/> Father
Non-emergency health care	<input type="checkbox"/> Mother	<input type="checkbox"/> Father
_____	<input type="checkbox"/> Mother	<input type="checkbox"/> Father
_____	<input type="checkbox"/> Mother	<input type="checkbox"/> Father
_____	<input type="checkbox"/> Mother	<input type="checkbox"/> Father

OR

Sole Parental Responsibility:

It is in the best interests of the child(ren) that the Mother Father shall have sole authority to make major decisions for the child(ren.)

2. Day-to-Day Decisions

Each parent shall make decisions regarding day-to-day care and control of each child while the child is with that parent. Regardless of the allocation of decision making in the parenting plan, either parent may make emergency decisions affecting the health or safety of the child(ren) 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 (Choose all that apply)

- Either parent may register the child(ren) and allow them to participate in the activity of the child(ren)'s choice.
- The parents must mutually agree to all extra-curricular activities.
- The parent with the minor child(ren) shall transport the minor child(ren) 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 extra-curricular activities shall be paid by:
Mother _____% Father _____%
- The uniforms and equipment required for the extra-curricular activities shall be paid by:
Mother _____% Father _____%
- Other: _____ .

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

Each parent shall be responsible for obtaining records and reports directly from the school and health care providers.

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

Both parents shall have equal and independent authority to confer with the child(ren)'s

school, day care, health care providers, and other programs with regard to the child(ren)'s educational, emotional, and social progress.

Both parents shall be listed as "emergency contacts" for the child(ren).

Each parent has a continuing responsibility to provide a residential, mailing, or contact address and contact telephone number to the other parent. Each parent shall notify the other parent in writing within 24 hours of any changes. Each parent shall notify the court in writing within seven (7) days of any changes.

Other: _____
_____.

VI. SCHEDULING

1. School Calendar

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

The parents shall follow the school calendar of: (Choose all that apply)

- the oldest child
- the youngest child
- the school calendar for _____ County
- the school calendar for _____ School

2. Academic Break Definition

When defining academic break periods, the period shall begin at the end of the last scheduled day of classes before the holiday or break and shall start on the first day of regularly scheduled classes after the holiday or break.

3. Schedule Changes (Choose all that apply)

- A parent making a request for a schedule change will make the request as soon as possible, but in any event, except in cases of emergency, no less than _____ before the change is to occur.
- A parent requesting a change of schedule shall be responsible for any additional child care, or transportation costs caused by the change.
- Other _____.

VII. TIME-SHARING SCHEDULE

1. Weekday and Weekend Schedule

The following schedule shall apply beginning on _____ with the
[] Mother [] Father and continue as follows:

A. The child(ren) shall spend time with the **Mother** on the following dates and times:
WEEKENDS: [] Every [] Every Other [] Other (specify) _____
From _____ to _____
WEEKDAYS: Specify days _____
From _____ to _____
OTHER: (Specify) _____

_____.

B. The child(ren) shall spend time with the **Father** on the following dates and times:
WEEKENDS: [] Every [] Every Other [] Other (specify) _____
From _____ to _____
WEEKDAYS: Specify days _____
From _____ to _____
OTHER: (Specify) _____

_____.

C. **Check box if there is a different time sharing schedule for any child. Complete a separate Attachment for each child for whom there is a different time sharing schedule.**

[] There is a different time-sharing schedule for the following child(ren) in Attachment _____.

_____, and _____.
(Name of Child) (Name of Child)

2. Holiday Schedule (Choose only one)

- [] No holiday time sharing shall apply. The regular time-sharing schedule set forth above shall apply.
- [] Holiday time-sharing shall be as the parties agree.
- [] Holiday time-sharing shall be in accordance with the following schedule. The Holiday schedule will take priority over the regular weekday, weekend, and summer schedules. Fill in the blanks with Mother or Father to indicate where the child(ren) will be for the holidays. Provide the beginning and ending times. If a holiday is not specified as even, odd, or every year with one parent, then the child(ren) will remain with the parent in accordance with the regular schedule

<u>Holidays</u>	<u>Even Years</u>	<u>Odd Years</u>	<u>Every Year</u>	<u>Begin/End Time</u>
Mother's Day	_____	_____	_____	_____
Father's day	_____	_____	_____	_____
President's Day	_____	_____	_____	_____
Martin Luther King Day	_____	_____	_____	_____
Easter	_____	_____	_____	_____
Passover	_____	_____	_____	_____
Memorial Day Weekend	_____	_____	_____	_____
4 th of July	_____	_____	_____	_____
Labor Day Weekend	_____	_____	_____	_____
Columbus Day Weekend	_____	_____	_____	_____
Halloween	_____	_____	_____	_____
Thanksgiving	_____	_____	_____	_____
Veteran's Day	_____	_____	_____	_____
Hanukkah	_____	_____	_____	_____
Yom Kippur	_____	_____	_____	_____
Rosh Hashanah	_____	_____	_____	_____
Child(ren)'s Birthdays	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

This holiday schedule may affect the regular Time-Sharing Schedule. Parents may wish to specify one or more of the following options:

- When the parents are using an alternating weekend plan and the holiday schedule would result in one parent having the child(ren) for three weekends in a row, the parents will exchange the following weekend, so that each has two weekends in a row before the regular alternating weekend pattern resumes.
- If a parent has the child(ren) on a weekend immediately before or after an unspecified holiday or non-school day, they shall have the child(ren) for the holiday or non-school day.

3. Winter Break

A. Entire Winter Break (Choose only one)

- The Mother Father shall have the child(ren) from the day and time school is dismissed until December _____ at ___ a.m./p. m in odd-numbered years even-numbered years every year. The other parent will have the children for the second portion of the Winter Break. The parties shall alternative the arrangement each year.
- The Mother Father shall have the child(ren) for the entire Winter Break during odd-numbered years even-numbered years every year.

Other: _____

_____.

B. Specific Winter Holidays

If not addressed above, the specific Winter Holidays such as Christmas, New Year's Eve, Hanukkah, Kwanzaa, etc. and shall be shared as follows:

_____.

4. Spring Break (Choose only one)

- The parents shall follow the regular schedule.
- The parents shall alternate the entire Spring Break with the Mother having the child(ren) during the odd-numbered years even numbered years.
- The Father Mother shall have the child(ren) for the entire Spring Break every year.
- The Spring Break will be evenly divided. The first half of the spring Break will go to the parent whose regularly scheduled weekend falls on the first half and the second half going to the parent whose weekend falls during the second half.
- Other: _____.

5. Summer Break (Choose only one)

- The parents shall follow the regular schedule through the summer.
- The Mother Father shall have the entire Summer Break from _____ after school is out until _____ before school starts.
- The parents shall equally divide the Summer Break. During odd-numbered years even numbered years, the Mother Father shall have the children from _____ after school is out until _____. The other parent shall have the child(ren) for the second one-half of the summer break. The parents shall alternate the first and second one-halves each year unless otherwise agreed. During the extended periods of time-sharing, the other parent shall have the child(ren)
_____.
- Other: _____
_____.

6. Number of Overnights:

Based upon the time-sharing schedule, the Mother has a total of _____ overnights per year and the Father has a total of _____ overnights per year. **Note: The two numbers must equal 365.**

7. **If not set forth above**, the parties shall have time-sharing in accordance with the schedule which is attached and incorporated herein.

VIII. TRANSPORTATION AND EXCHANGE OF CHILD(REN)

1. Transportation (Choose only one)

- The Mother Father shall provide all transportation.
- The parent beginning their time-sharing shall provide transportation for the child(ren).
- The parent ending their time-sharing shall provide transportation for the child(ren).
- Other: _____.

2. Exchange (Choose only one)

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

- Exchanges shall be at Mother's and Father's homes unless both parents agree to a different meeting place.
- Exchanges shall occur at _____ unless both parties agree in advance to a different meeting place.
- Other: _____.

3. Transportation Costs (Choose only one)

- Transportation costs are included in the Child Support Worksheets and/or the Order for Child Support and should not be included here.
- The Mother shall pay _____% and the Father shall pay _____% of the transportation costs.
- Other: _____.

4. Foreign and Out-Of-State Travel (Choose only one)

- Either parent may travel with the child(ren) during his/her time-sharing. The parent traveling with the child(ren) shall give the other parent at least ____ days written notice before traveling out of state unless there is an emergency, and shall provide the other parent with a detailed itinerary, including locations and telephone numbers where the child(ren) and parent can be reached at least ____ days before traveling.

- Either parent may travel out of the country with the child(ren) during his/her time-sharing. At least ____ days prior to traveling, the parent shall provide a detailed itinerary, including locations, and telephone numbers where the child(ren) 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(ren) out of the country.

- If a parent wishes to travel out of the country with the child(ren), he/she shall provide the following security for the return of the child _____
_____.

- Other _____.

IX. EDUCATION

- 1. School designation.** For purposes of school boundary determination and registration, the Mother's Father's address shall be designated.

- 2. (If Applicable)** The following provisions are made regarding private or home schooling:

_____.

- 3. Other.** _____

_____.

X. DESIGNATION FOR OTHER LEGAL PURPOSES

The child(ren) named in this Parenting Plan are scheduled to reside the majority of the time with the Mother Father. This majority designation is SOLELY for purposes of all other state and federal laws which require such a designation. **This designation does not affect either parent's rights and responsibilities under this parenting plan.**

XI. COMMUNICATION

- 1. Between Parents**

All communications regarding the child(ren) shall be between the parents. The parents shall not use the child(ren) as messengers to convey information, ask questions, or set up schedule changes.

The parents shall communicate with each other by: (Choose all that apply)

- in person
- by telephone
- by letter
- by e-mail
- Other: _____.

2. Between Parent and Child(ren)

Both parents shall keep contact information current. Telephone or other electronic communication between the child(ren) and the other parent shall not be monitored by or interrupted by the other parent. "Electronic communication" includes telephones, electronic mail or e-mail, webcams, video-conferencing equipment and software or other wired or wireless technologies or other means of communication to supplement face to face contact.

The child(ren) may have telephone e-mail other electronic communication in the form of _____ with the other parent: (Choose only one)

- Anytime
- Every day during the hours of _____ to _____.
- On the following days _____ during the hours of _____ to _____.
- Other: _____.

3. Costs of Electronic Communication shall be addressed as follows:

_____.

XII. CHILD CARE (Choose only one)

- Each parent may select appropriate child care providers
- All child care providers must be agreed upon by both parents.
- Each parent must offer the other parent the opportunity to care for the child(ren) before using a child care provider for any period exceeding _____ hours.
- Other _____.

XIII. CHANGES OR MODIFICATIONS OF THE PARENTING PLAN

This Parenting Plan may be modified or varied on a temporary basis when both parents agree in writing. When the parents do not agree, the Parenting Plan remains in effect until further order of the court.

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

XIV. RELOCATION

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

XV. DISPUTES OR CONFLICT RESOLUTION

Parents shall attempt to cooperatively resolve any disputes which may arise over the terms of the Parenting Plan. The parents may wish to use mediation or other dispute resolution methods and assistance, such as Parenting Coordinators and Parenting Counselors, before filing a court action.

XVI. OTHER PROVISIONS

EXHIBIT "B"

**Distribution of Assets and Liabilities
Divorce of JOSEPH
Distribution to Each Party (Pre-Tax Values)**

Husband:	RUBIN JOSEPH	Court:	
Wife:	BERNARD LUCRECE JOSEPH	Circuit:	SEVENTEENTH JUDICIAL CIRCUIT
Marriage date:	04/11/2009	Location:	BROWARD COUNTY
Separation date:	03/14/2021	Case #:	FMCE 21-01087 (35)
Valuation date:	07/31/2021	Case name:	JOSEPH V. BERNARD LUCRECE JOSEPH

Description (and different valuation date)	Market value	Debt	Marital Total	Marital Husband Amount %Total	Marital Wife Amount %Total	
Marital Residence & Other Real Estate						
Marital residence - 2522 Southwest 164th Avenue Miramar, Florida 33027	622,100	283,079	339,021	169,511	169,510	1
Marital Residence & Other Real Estate total:			\$339,021	\$169,511 42.3%	\$169,510 42.3%	

Financial Assets

(1) Cash - Cash on hand #1 desc	50		50		50	2
(2) Checking - Dade County Federal Credit Union	3,308		3,308	3,308		3
(3) Checking - Space Coast Credit Union	687		687		687	4
(4) Checking - Wells Fargo Bank	181		181	181		5
(5) Savings - Space Coast Credit Union	5,727		5,727		5,727	6
Financial Assets total:			\$9,953	\$3,489 0.9%	\$6,464 1.6%	

Retirement & Deferred Compensation

(6) Retirement - AIG Retirement Services	3,326		3,326	1,663	1,663	7
(7) Retirement - HCA 401(k)	79,044		79,044	39,522	39,522	8
(8) Retirement - Jackson Health System Pension						9
Retirement & Deferred Compensation total:			\$82,370	\$41,185 10.3%	\$41,185 10.3%	

Cars & Other Personal Property

(9) Chevy Cruz	10,000	7,000	3,000	3,000		10
(10) Infiniti QX56	15,000	8,599	6,401	6,401		11

Description (and different valuation date)	Market value	Debt	Marital Total	Marital Husband Amount %Total	Marital Wife Amount %Total	
(11) 2017 Cadillac XT5	20,000		20,000		20,000	12
(12) Furniture and Furnishing	15,000		15,000		15,000	13
(13) Jewelry	5,000		5,000		5,000	14
Cars & Other Personal Property total:			\$49,401	\$9,401 2.3%	\$40,000 10.0%	
Assets total:			\$480,745	\$223,586 55.8%	\$257,159 64.2%	

Liabilities

(15) Credit card - Capital One	3,206	(3,206)	(1,603)	(1,603)		15
(14) Credit card - Capital One	1,345	(1,345)	(673)	(672)		16
(16) Credit card - Costco VISA	2,730	(2,730)	(1,365)	(1,365)		17
(17) Credit card - Wells Fargo VISA	400	(400)	(200)	(200)		18
(18) Bank/Credit union loan - Mohela	36,502	(36,502)	(36,502)			19
(19) Other debt - FedLoan	10,250	(10,250)	(5,125)	(5,125)		20
(20) Other debt - Sallie Mae	25,838	(25,838)	(12,919)	(12,919)		21
Liabilities total:			(\$80,271)	(\$58,387)	(\$21,884)	

Net Value of Assets and Liabilities:

\$400,474 **\$165,199** 41.3% **\$235,275** 58.7%

Lump-sum cash payment:

\$0 \$0

Final distribution:

\$165,199 41.3% **\$235,275** 58.7%

Description (and different valuation date)	Market value	Debt	Marital Total	Marital Husband Amount %Total	Marital Wife Amount %Total
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Footnotes

- (1) Wife
- (2) Husband
- (3) Wife
- (4) Joint Account
- (5) Wife
- (6) Husband
- (7) Wife
- (8) Husband Defined Benefit Plan
- (9) Husband's Vehicle
- (10) Husband's Vehicle
- (11) Wife's Vehicle
- (12) Located in Marital Home
- (13) Wife
- (14) Wife
- (15) Husband
- (16) Wife
- (17) Husband
- (18) Husband
- (19) Husband
- (20) Husband

Description (and different valuation date)	Market value	Debt	Marital Total	Marital Husband Amount %Total	Marital Wife Amount %Total
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Report Prepared by:
