



## Electronically Certified Court Record

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### DOCUMENT INFORMATION

<b>Agency Name:</b>	Broward County Clerk of Courts
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IN THE CIRCUIT COURT OF THE SEVENTEETH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA

In Re: The Marriage of

Case Number: 21-012965

FMCE (37/98)

SANDRA FERRAZ MARIMOTO,

Petitioner/Wife/Mother,  
and

DANIEL SATOSHI MARIMOTO,

Respondent/Husband/Father.  
\_\_\_\_\_ /

**NOTICE OF FILING EXHIBITS TO THE FINAL JUDGMENT**

The Petitioner/Wife, SANDRA FERRAZ MARIMOTO, hereby files through undersigned counsel the following Exhibits to the Final Judgment in this cause:

EXHIBIT "A", Child Support Guidelines

EXHIBIT "B", Parenting Plan

EXHIBIT "C", Equitable Distribution Chart

**CERTIFICATE OF SERVICE**

I certify that a copy of this document has been mailed to Respondent Daniel Satoshi Marimoto at 1403 Sabal Trail, Weston, FL 33327 on February 17, 2023.

Respectfully submitted,

Schuina Law, PLLC.

By: /s/Adelia Schuina

Adelia R. Schuina, Esq.

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Attorney for Petitioner/Wife

Filename CS\_GUIDELINES CHILD SUPPORT GUIDELINES WORKSHEET

Number Of Children: 0 Petitioner Party 1: 0 Respondent Party 2: 0  
 Number of Overnights With: 365 Children Live With Others: 118  
 Percentage Share Of Support: 100.00% 50.38% 49.62%

	COMBINED	Petitioner Party 1	Respondent Party 2
<b>Taxable Income Amounts</b>			
Self Employment Taxable Income	0.00	0.00	0.00
Social Security Taxable Income	18,985.00	9,260.00	9,725.00
Other Taxable Income	0.00	0.00	0.00
Taxable Spousal Support Income	0.00	0.00	0.00
Non Taxable Income	0.00	0.00	0.00
<b>GROSS INCOME</b>	<b>18,985.00</b>	<b>9,260.00</b>	<b>9,725.00</b>
<b>Spousal Support Payments</b>			
Deductible This Marriage	0.00	0.00	0.00
Deductible Prior Marriage	0.00	0.00	0.00
Non Deductible	0.00	0.00	0.00
<b>TOTAL SPOUSAL SUPPORT</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Taxes</b>			
FICA - Social Security	1,177.07	574.12	602.95
FICA - Medicare	275.28	134.27	141.01
Self Employment Tax	0.00	0.00	0.00
Federal Income Tax	2,471.28	964.28	1,507.00
State/Local/Other Income Tax	0.00	0.00	0.00
<b>TOTAL TAX</b>	<b>3,923.63</b>	<b>1,672.67</b>	<b>2,250.96</b>
<b>Other Deductions</b>			
Mandatory Union Dues	0.00	0.00	0.00
Mandatory Retirement Payments	0.00	0.00	0.00
Parent's Health Insurance Payments	0.00	0.00	0.00
Child Support Ordered and Paid	0.00	0.00	0.00
<b>Total Other Deductions</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Deductions</b>	<b>3,923.63</b>	<b>1,672.67</b>	<b>2,250.96</b>
<b>Net Monthly Income</b>	<b>15,061.37</b>	<b>7,587.33</b>	<b>7,474.04</b>

  

	COMBINED	Petitioner Party 1	Respondent Party 2
<b>Minimum Child Support Need</b>	<b>1,690.00</b>	<b>851.42</b>	<b>838.58</b>
Shared Support Need	2,535.00	1,277.13	1,257.87
Number of Overnights With	365	247	118
Percentage of Overnights	100.00%	67.67%	32.33%
Payment Share to Other	412.90	851.20	
<b>Pre Adjustment Transfer</b>	<b>0.00</b>	<b>0.00</b>	<b>438.30</b>
Child Care Costs Paid	0.00	0.00	0.00
Uncovered Ins/Med/Dental Costs Paid	0.00	0.00	0.00
Day Care/Ins/Med/Dental Costs Share	0.00	0.00	0.00
Day Care/Ins/Med/Dental Share Adjust	0.00	0.00	0.00
<b>Presumed Amount To Be Paid</b>	<b>SHARED</b>	<b>0.00</b>	<b>438.30</b>
<b>Deviation Factors</b>			
ADJUSTED GUIDELINES	0.00	0.00	0.00
Manual Child Support Amount	0.00	0.00	0.00
<b>Net Available Income Analysis (For Family)</b>			
Available Income	15,061.37	8,025.63	7,035.74
Per Capita Income	4,012.81	0.00	7,035.74
Adjusted Affidavit Needs	0.00	0.00	0.00
Excess / Deficit	15,061.37	8,025.63	7,035.74
<b>Available Income Analysis Without Children</b>			
Affidavit Needs Less Child Expenses	0.00	0.00	0.00
Available Income Without Children	15,061.37	7,587.33	7,474.04
Excess / Deficit Without Children	15,061.37	7,587.33	7,474.04
<b>Percentage Retained</b>	<b>Gross Income</b>	<b>86.67%</b>	<b>72.35%</b>
	<b>Net Income</b>	<b>105.78%</b>	<b>94.14%</b>

Exhibit A

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

**Case No.: FMCE-21-012965 (37)**

**IN RE THE MARRIAGE OF:**

**SANDRA FERRAZ MARIMOTO,  
Petitioner/Wife,**

**And**

**DANIEL SATOSHI MARIMOTO,  
Respondent/Husband**

\_\_\_\_\_ /

**PROPOSED PARENTING PLAN**

This is a Proposed Parenting Plan submitted to the Court on behalf of the Petitioner Sandra Ferraz Marimoto.

**I. PARENTS**

**Mother:**

SANDRA FERRAZ MARIMOTO

**Father:**

DANIEL SATOSHI MARIMOTO

**II. CHILD**

This parenting plan is for the following minor child born to the parties:

- S.F.M., Female, DOB: 02/21/2013

**III. JURISDICTION**

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

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. 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.

EXHIBIT "B"

This Court has jurisdiction over these proceedings and the parties.

**IV. PARENTAL RESPONSIBILITY AND DECISION MAKING**

**1. 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	Parent: Mother
Non-emergency and emergency health care	Parent: Mother
Psychological, counseling care:	Parent: Mother
Dental, orthodontic care:	Parent: Mother

**2. Day-to-Day Decisions**

Unless otherwise specified in this plan, 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.

**2. Extracurricular Activities**

The parents should attempt to mutually agree in order for the child to be able to participate in an extracurricular activity. If the parents do not agree, the child may still participate in an extracurricular activity but the party who register the child without the consent from the other party shall pay for that extracurricular activity. The parents agree that the child may participate in the extracurricular activity so long as it does not interfere with the other parent's timesharing. The parents will provide each other with all information relating to all extracurricular activities that the child participates in including location and schedules.

The parent with the minor child shall transport the minor child to and/or from all extracurricular activities, providing all necessary uniforms and equipment within the parent's possession.

The costs of the agreed upon extracurricular activities, including uniforms and equipment, shall be paid by the parents 50/50, with the Mother paying fifty percent (50%) and the Father paying fifty percent (50%).

Each parent shall have the same right as the other to attend activities. During joint attendance, the parents agree to conduct themselves in a courteous fashion.

**V. INFORMATION SHARING.**

Unless otherwise prohibited by law, each parent shall have access to medical and school records and information 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 parent shall be responsible for obtaining records and reports directly from the school and/or health care providers. However, in the event either parent receives a copy of the child's report cards, standardized test results, interim progress reports, notice of significant school events, notice of parent teacher meeting, and/or a notice regarding the time and/or date of a significant event involving the child, they shall provide the other Parent with a copy of same, so that the other parent has an opportunity to attend and participate. The parties shall not be obligated to provide each other with notice of or copies of information available to the other parent through the school district website.

Both parents shall be notified in advance, except in the case of emergencies, of all of the child's doctors' appointments so that they have the opportunity to attend.

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, health care providers, and other programs with regard to the child's educational, emotional, and social progress.

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

Neither parent shall conceal the whereabouts of the child; and 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 5 days of any changes.

**VI. SCHEDULING**

**1. School Calendar**

If necessary, on or before April 1<sup>st</sup> of each year, both parents should obtain a copy of the school calendar for the next school year. The parents shall discuss the calendars and the timesharing schedule so that any differences or questions can be resolved.

The parents shall follow the school calendar of Broward County School or other school that the child attend.

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**

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 one (1) week before the requested change is to occur. Neither parent is obligated to abide by the requested change if it conflicts with their own schedule.

**VII. TIME-SHARING SCHEDULE**

**The parties shall exercise weekday and weekend timesharing with the child pursuant to the following schedule:**

**Father:** The child shall spend time with the **Father** on the following dates and times:

**The Father shall have timesharing with the child every Tuesday from pick up after school or from 8:00 am when the child is not in school on Tuesday until drop off at school on Wednesday or until 2:00 p.m. when the child is not in school on Wednesday.**

**The Father shall have the child alternative weekends from Friday pick up at school or 8:00 a.m. on Friday when there is no school until 6:00 p.m. on Sunday.**

**Mother:** The child shall spend time with the **Mother** on the following dates and times:

**The Mother shall have all other time sharing not reflected above for the Father.**

Any and all transportation providers shall have a valid driver's license, active insurance, and shall utilize all safety precautions required by law.

2. **Holiday Schedule**

Holiday timesharing shall be in accordance with the following schedule. The Holiday schedule will take priority over the regular weekday, weekend, and summer schedules. If a holiday is not specified below, then the child will remain with the parent in accordance with the regular schedule:

		<u>Mother</u>	<u>Father</u>
Memorial day	Release from school until return to school	Every	
Labor day	Release from school until return to school		Every
Thanksgiving day	Pick up at 9:00 a.m. to drop off at 9:00 a.m.	Odd	Even
4 <sup>th</sup> of July	Pick up at 9:00 a.m. to drop off at 9:00 a.m.	Odd	Even

- Christmas Eve and Day shall be alternated such that during even and odds numbered years. During Odd years, the Mother shall have the Christmas's Eve timesharing and the Father the Christmas's Day timesharing. During Even years, the Father shall have the Christmas's Eve timesharing and the Mother the Christmas's Day timesharing. Christmas's Eve starts from 6 p.m. to 10 a.m. of the following day. Christmas' Day starts from 10 a.m. to 9 a.m. of the following day.
- New Years' Eve and Day shall be alternated such that during even and odds numbered years. During Odd years, the Mother shall have the New Years' Eve timesharing and the Father the New Year's Day timesharing. During Even years, the Father shall have the New Years' Eve timesharing and the Mother the New Years' Day timesharing. New Years' Eve starts from 6 p.m. to 10 a.m. of the following day. New Years' Day starts from 10 a.m. to 9 a.m. of the following day.
- The child shall be with the Mother on all Mother's Days from pick up after school or from 8:00 a.m. when the child is not on school that day until drop off at school on the following day or until 2:00 p.m. when there is no school.
- The child shall be with the Father on all Father's Days from pick up after school or from 8:00 a.m. when the child is not on school that day until drop off at school on the following day or until 2:00 p.m. when there is no school.
- The child shall spend her birthday with the mother during odd years and the Father during even years. Timesharing shall begin after school, or if there is no school, at 8:00 am and continue through the next morning at 8:00 am or at drop off at school. The non-timesharing parent shall have 2 hours of uninterrupted time with the child on her birthday. The two hours shall be coordinated by the parents but shall not interfere with the timesharing parents' plans.
- All teacher workdays and holidays not outlined on the holiday schedule above and below shall be considered part of the general schedule.



- Each parent will have appropriate clothing for the child at his/her home. Toys and clothing will be considered as belonging to the child. The home where they will normally remain will be designated by the parent who purchased them. If they wish to take clothing or toys out of either of their two homes, they may do so, with the exception of bicycles, video equipment, computer games, and any other expensive or fragile item deemed inappropriate to transport by the parent who purchased it. However, the child's preferences shall be recognized and honored as much as possible, assuming that they can carry and be responsible for the item. Any clothes that are sent with the will be returned with them, washed and folded, at the following transition.

**C. Summer Break**

The parties shall follow regular week and weekend schedule. However, each parent shall be entitled to two (2) weeks of consecutive or non-consecutive timesharing with the minor child during the child's summer break from school. The two weeks of summer timesharing must be provided to the other parent at least two (2) weeks in advance in writing to avoid conflicts. A week of vacation consists of seven (7) days in a row. If the parents cannot agree on the weeks of summer timesharing, Mother gets first choice in odd years and Father gets first choice in even years.

**D. Spring Break**

The parties shall follow regular week and weekend schedule

**E. Winter Break**

Except as provided above in the holiday schedule, the parties shall follow regular week and weekend schedule

**B.5.i.VIII. NUMBER OF OVERNIGHTS**

Based upon the timesharing schedule, the Mother has a total of 247 overnights per year and the Father has a total of 118 overnights per year, totaling 365 nights.

**B.5.i.IX. TRANSPORTATION AND EXCHANGE OF CHILD**

**1. Transportation**

The party starting timesharing shall provide transportation for the child.

**2. Exchange**

Both parents shall have the child ready on time. If a parent is more than thirty (30) minutes late without contacting the other parent to make other arrangements, the parent with the

child may proceed with other plans and activities. The parent who was not at the exchange on time shall make arrangements to pick up the minor child at the agreed location at the choice of the other parent at a time when they are available.

Exchanges on school days shall be at the child's school. On non-school days or school days when child is not in school for any reason, the party beginning their timesharing shall pick up the child from the other parent's home at 9 a.m. unless a parent moved more than 10 miles from Weston than the parent moving more than 10 miles from Weston shall do all transportation of the child on non-school days.

**3. Foreign and Out-Of-State Travel**

a. 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 14 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 and parent can be reached at least 7 days before traveling.

b. Either parent may travel out of the country with the child during his/her time-sharing. The parent traveling with the child shall give the other parent at least 7 days written notice before traveling out of country unless there is an emergency, and 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.

c. The Mother shall hold the child's passports and shall make those passports accessible for the Father 7 days prior to the Father's traveling out of the country with the minor child. Once Father returns to the U.S., he shall return the child's passport to the Mother within 7 days from his arrival.

**B.5.i.X. DESIGNATION FOR OTHER LEGAL PURPOSES**

The parties agree that neither party is to be named the Primary Parent of the minor child. The designation does not affect either parent's rights and responsibilities under this Parenting Plan. If the designation of a primary parent of the child is required in the future for any reason, and the parties are unable to agree as to the designation, the parties agree that they will submit this issue to the Court for determination.

**XI. COMMUNICATION**

**1. Between Parents**

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

The parents shall communicate with each other in person, by telephone, by letter, and by e-mail.

**2. Between Parent and Child(ren)**

Both parents shall keep contact information current. Telephone or other electronic communication between the child 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 may have telephone, video calls, text, and e-mail with the other parent anytime.

The parties shall arrange payments when the parties agree to get a cell phone for the child.

Both parents shall keep contact information current. Each party shall be responsible for his and her respective costs of communication.

Neither parent shall video tape or record the other or the minor child during any communication between the parties and/or a party and the minor child.

**XII. CHILD CARE AND RIGHT OF FIRST REFUSAL**

1. Each parent may select appropriate child-care providers during that parent's timesharing with the minor child. Each parent shall provide the other parent with any child-care providers and their contact phone numbers. The Mother might register the minor child in aftercare program of her choice.
2. In the event that either party cannot care for the minor child during his or her timesharing for a period of longer than twenty-four (24) hours, that parent shall offer the timesharing to the other parent first. If that parent is unavailable, then the timesharing parent shall seek alternate care for the child. The party offering the right of first refusal shall be not be entitled to make-up timesharing with the minor child.

**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 in the court.

**XIV. RELOCATION**

Any relocation of the child is subject to and must be sought in compliance with Florida Statute §61.13001.

**XV. DISPUTES OR CONFLICT RESOLUTION**

The parents agree to attempt to cooperatively resolve any disputes which may arise over the terms of the Parenting Plan. They agree to utilize the services of a Parenting Coordinator at F.A.C.E.S. to attempt to resolve any disputes prior to commencing litigation. The Father agrees to pay 50% of the fee for the Parenting Coordinator and Mother agrees to pay 50% of the fee for the parenting coordinator.

**XVI. OTHER PROVISIONS**

1. The parents shall encourage a direct child-parent bond. Each parent shall respect the co-parent's right to develop his or her relationship with the child.
2. The parents agree to make every effort not to be engaged in any form of conflict while in the presence of their child, including, but not limited the following:
  - 1.1.1.1 a. No badmouthing or belittling the other parent or any significant other in the child's lives, in their presence, or ear shot.
  - 1.1.1.2
    - 1.1.1.2.1.1 b. Each parent shall refrain from negative behavior, sarcasm, digs, eye rolls, etc. They agree not to share any negative information or make any negative comments about the other parent when the child may overhear or see. They shall also ensure that other adults take the same care to shield them from any negative information or negative comments.
    - 1.1.1.2.1.2
      - 1.1.1.2.1.3 c. Not to engage in anger (verbal, physical, gestures, etc.) at the other parent or a significant other while in the presence of the child.
      - 1.1.1.2.1.4 d. Not to interrogate the child for personal information about the other parent or any significant other in the other parent's life. The parents may ask about the child's experiences when she/he is with the other parent, but nothing personal about the other parent.
      - 1.1.1.2.1.5 e. Not to involve the child in adult business by having them convey messages to the other parent.

1.1.1.2.1.6 f. Both parents shall inform all adults involved in the child's lives that they are to treat the other parent with respect at all times. They will also inform all other adults that they are not to make any negative comments about the other parent which the child may overhear.

1.1.1.2.1.7 g. Neither parent shall discuss scheduling conflicts, child support, or financial issues with the child.

3. Both parents shall inform the other parent of any special occasion, with at least 72 hours advance notice whenever possible. This includes, but is not limited to, religious events of significance, graduations, school open houses, parent/teacher conferences, demonstrations of acquired skills (athletic events, etc.), and other significant ceremonies.
4. Except for parties promoted by the other parent (including but not limited to the minor child's birthday party), each parent shall have the same rights as the other to attend or participate in the special occasions. While attending, both parents agree to conduct themselves in a courteous fashion and will not discuss any child-related issues.
5. The parent with whom the child are staying at the time of the event will be responsible for making sure he/she is prepared with appropriate clothing, uniforms, items, and gifts, for the special events.
6. Neither party shall knowingly allow someone to be a caregiver for the minor child who has been convicted of a crime of violence and/or a crime which is drug related in any way, either felony or misdemeanor. Neither party shall expose the minor child to any person who is a registered sex offender or has been convicted of a crime of violence against children.

**THIS SPACE INTENTIONALLY LEFT BLANK**

**SIGNATURE OF THE PETITIONER**

**I certify that I have been open and honest in entering into this Parenting Plan. I am satisfied with this Plan and intend to be bound by it.**

Dated: 02/08/2023

*Sandra Ferraz Marimoto*  
SANDRA FERRAZ MARIMOTO  
Petitioner/Mother

STATE OF FLORIDA     )  
COUNTY OF BROWARD    )

SWORN AND SUBSCRIBED to before me, the undersigned authority, this 8<sup>th</sup> day of February, 2023 by SANDRA FERRAZ MARIMOTO, who is personally known to me or who produced identification, and to me known to be the person who executed the foregoing Parenting Plan.

*[Signature]*  
NOTARY PUBLIC  
My Commission Expires: 07/12/2025



