

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA  
UNIFIED FAMILY COURT**

**IN RE: THE MARRIAGE OF**

**CANDICE M. LEGG,**  
Petitioner/Wife,

CASE NO.: 22-DR-017117  
DIVISION: D

and

**MATTHEW J. LEGG,**  
Respondent/Husband.

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**FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE**

**THIS CAUSE**, came before the Court for final hearing on December 19, 2023, upon the Verified Amended Petition for Dissolution of Marriage with Children (the “**Petition**”) filed by Candice M. Legg (“**Wife**” and “**Petitioner**”), the Counter Petition for Dissolution of Marriage (the “**Counter Petition**”) filed by Matthew J. Legg (“**Husband**” and “**Respondent**”) and upon the Parties’ Mediated Marital Settlement Agreement executed by the Parties. Present at the hearing was the Wife, Candice M. Legg, and her counsel, William S. Foley, Esquire and the Husband, Matthew J. Legg, and his counsel, Stephanie Koether, Esquire. The Court, having reviewed the Parties’ Agreement and the contents of the court file, and being otherwise fully advised in the premises, finds as follows:

1. The Court has jurisdiction over the subject matter and the Parties.
2. Husband and Wife were married to each other on June 12, 2009.
3. Wife has been a residence of the State of Florida for more than 6 months immediately before the filing of the Petition for Dissolution of Marriage.
4. Husband and Wife have two (2) minor children in common, to wit: E.B.L., a female born in 2011, and W.O.L., a male born in 2014. The Wife is not currently pregnant and the parties are not in the process of adoption.
5. The marriage between the Parties is irretrievably broken.
6. On December 19, 2023, Husband and Wife executed the Stipulated Agreement and Parenting Plan. A true and correct copy of the Agreement and Parenting Plan are attached hereto and incorporated herein as **Exhibit “A”**. The Parties have voluntarily entered into the Agreement and Parenting Plan without duress or constraint and have acknowledged their satisfaction with the

financial disclosures in reaching same. Pursuant to the terms of the Agreement and Parenting Plan, the Parties have equitably distributed all of their marital assets and liabilities and resolved all issues related to the dissolution of their marriage, and the terms of the Parenting Plan is in the best interests of the minor children.

7. After the parties entered into the Stipulated Agreement, and after the commencement of trial, the parties stipulated on the record as to the majority of the remaining issues as follows:

- a. The parties shall equally split the cost of the children's cell phones..
- b. The parties agreed that the Husband has a need for alimony and that the Wife has the ability to pay. The Wife agrees to pay the Husband \$1,600.00 per month as and for durational alimony for a period of six (6) years or seventy-two (72) months. In addition, the Wife agrees to pay the Husband 20% of the net bonus which she receives each year for six (6) years.

8. In addition, after the commencement of trial, the Court made the following rulings on the parties' reserved issues from their Stipulated Agreement:

- a. The parents agree to allow the children to participate in all extracurricular activities of the children's choice. The parent with the minor children shall transport the minor children to and/or from all extracurricular activities, providing all necessary uniforms and equipment within the parent's possession. If an activity is not mutually agreed to, the party requesting to enroll the child may still enroll the child(ren), but that party shall be solely responsible for the costs of the activity, as well as uniforms and equipment. Regardless of whether the activity is agreed upon, both parties shall transport the children to and from all extracurricular activities. The parties shall be equally 50/50 responsible for the costs of the agreed upon extracurricular activities, as well as necessary uniforms and equipment for the agreed upon extracurricular activity.
- b. The parties shall agree to all summer camps for the children. If the summer camp is not mutually agreed to, the party requesting to enroll the child in the camp may still enroll the child(ren), but that party shall be solely responsible for the costs of the camp. The parties shall be equally 50/50 responsible for the costs of the summer camps which are agreed upon, in advance, in writing.

- c. The parties shall split child care costs incurred as a result of employment on a pro rata 65/35 basis.
- d. All reasonable uncovered medical, dental, and other healthcare expenses of the minor children shall be shared on a pro rata 65/35 basis.
- e. If the parties are unable to agree if a medical expense is reasonable and necessary and if there is a dispute of over the cost, the parties shall submit the issue to a doctor in that field to determine whether or not it's reasonable and necessary prior to moving forward with the procedure.
- f. The costs of the children's basic schooling such as school supplies, field trips, field studies, lunch money and other costs associated with the children's education are costs covered by the payment of child support. However, as the parties deviated from child support guidelines, which showed that the Wife owed support to the Husband, the Husband shall not be responsible for these costs. The Husband will discuss with the Wife and potentially contribute to those costs.

Accordingly, it is hereby **ORDERED** and **ADJUDGED**, that:

A. The legal bond of marriage between Wife, Candice M. Legg, and Husband, Matthew J. Legg, is hereby dissolved, and the divorce **GRANTED**.

B. The parties are restored to their single status.

C. **STIPULATED AGREEMENT AND PARENTING PLAN:** The Agreements are attached hereto as **Exhibit "A"** and incorporated herein by reference for all purposes, are approved and expressly made a part of this Final Judgment for Dissolution of Marriage, and all of the terms and provisions of said Agreements are **RATIFIED, CONFIRMED, and ADOPTED** as an Order of this Court to the same extent and with the same force and effect as if its terms and provisions were set forth verbatim in this Final Judgment, and the parties are **ORDERED** to comply with the terms and provisions of said Agreements, including those set forth herein.

D. **DOCUMENTS:** Each party shall (a) provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Final Judgment and the Agreement, (b) timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Final Judgment and the Agreement. Upon the failure of either party to execute and deliver any such instrument to the other party, this Judgment shall

constitute and operate as such properly executed instrument. Public and private officials are authorized and directed to accept this Judgment or a properly certified copy hereof in lieu of the instrument regularly required for the conveyance or transfer.

**E. PARENTAL RESPONSIBILITY:** It is in the best interests of the children that the parents confer and jointly attempt to make all major decisions affecting the welfare of the children. Major decisions include, but are not limited to, decisions about the children’s education, healthcare and other responsibilities unique to this family. As such, the Parties shall have shared parental responsibility of their minor children and attempt to isolate their prior conflicts from their roles as parents. The Parties shall have frequent and liberal timesharing at a minimum pursuant to the following terms and conditions.

**F. TIMESHARING AND MINOR CHILDREN PROVISIONS:** The Parties shall exercise timesharing with the minor children and divide the expenses related to the minor children as set forth in the Parenting Plan. Specifically, the parties shall have timesharing pursuant to the following schedule:

**Week One**

<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
Mother overnight	Father overnight from pick-up from school or 7:45 a.m. if no school	Mother overnight from pickup from school or 7:45 a.m. if no school	Mother overnight	Father overnight from pick-up from school or 7:45 a.m. if no school	Father overnight	Mother overnight

**Week Two**

<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
Mother overnight from pickup at school or 7:45 a.m. if no school	Mother overnight	Father overnight from pick-up from school or 7:45 a.m. if no school	Father overnight	Mother overnight from pickup at school or 7:45 a.m. if no school	Mother overnight	Mother overnight

**Week Three**

<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>

Mother overnight	Father overnight from pick-up from school or 7:45 a.m. if no school	Father overnight	Mother overnight from pickup at school or 7:45 a.m. if no school	Father overnight from pick-up from school or 7:45 a.m. if no school	Father overnight	Mother overnight
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**Week Four**

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Mother overnight	Mother overnight	Father overnight from pick-up from school or 7:45 a.m. if no school	Father overnight	Mother overnight from pickup at school or 7:45 a.m. if no school	Mother overnight	Mother overnight

G. The Parties shall follow their regular and holiday timesharing as further set forth in their Parenting Plan. Both Parents shall perform exchanges at the times and locations designated in the Parenting Plan.

H. **ALIMONY**: The Husband has a need for alimony and the Wife has the ability to pay. Commencing on January 25, 2024, and continuing for a period of six (6) years or seventy-two (72) months thereafter, the Wife shall pay to the Husband \$1,600.00 per month as and for durational alimony. In addition, as and for durational alimony, the Wife shall pay to the Husband twenty percent (20%) of her net bonus each year for six (6) years. Net bonus shall be defined as the gross bonus less any federal, social security, and Medicare tax. The monthly durational alimony payments shall be due on the 25<sup>th</sup> of each month, and shall automatically terminate after the seventy-second (72<sup>nd</sup>) payment. The bonus payments shall be paid within seven (7) business days of the Wife receiving the net proceeds, and the Wife shall contemporaneously provide the Husband with documentation showing the gross and net amounts received for her bonus each year. Should the Wife pay either the monthly alimony or the bonus alimony five (5) days late, the Husband shall be entitled to an ex parte income withholding order, by affidavit, including for the bonus pay. Alimony shall be modifiable in accordance with Florida law.

I. **FEDERAL INCOME TAX AND DEPENDENCY EXEMPTIONS**: The Wife shall be entitled to claim both children each year as and for the tax dependency exemption and any and all tax credits. The parties shall sign any forms necessary to effectuate this paragraph.

J. **CHILD SUPPORT**: Pursuant to the Child Support Guidelines attached hereto, there would be child support owed, however, the parties agreed to deviate from the Child Support Guidelines, such that neither party owes child support to the other. Accordingly, neither party shall

pay child support to the other party. This deviation is without prejudice to either party to seek modification of support. The parties shall be responsible for the children's day-to-day needs and expenses during his or her timesharing. The Wife's child support obligation shall be set at \$0.00 per month until such time as it is modified by a Court order, or until the child, E.B.L., attains the age of eighteen years old, or if the child is between the ages of eighteen and nineteen years old, and dependent in fact and still in high school performing in good faith with a reasonable expectation or graduation before the age of nineteen, or if the child becomes emancipated, marries, joins the armed services, or either child dies. At such time that there is only one (1) child subject to support, the Wife's child support obligation shall be set at \$0.00 per month until such time as it is modified by a Court order, or until the child, W.O.L., attains the age of eighteen years old, or if the child is between the ages of eighteen and nineteen years old, and dependent in fact and still in high school performing in good faith with a reasonable expectation or graduation before the age of nineteen, or if the child becomes emancipated, marries, joins the armed services, or dies.

K. The parties shall equally split the cost of the children's cell phones. The parents shall allow the children to participate in all extracurricular activities of the children's choice. The parent with the minor children shall transport the minor children to and/or from all extracurricular activities, providing all necessary uniforms and equipment within the parent's possession. If an activity is not mutually agreed to, the party requesting to enroll the child may still enroll the child(ren), but that party shall be solely responsible for the costs of the activity, as well as uniforms and equipment. Regardless of whether the activity is agreed upon, both parties shall transport the children to and from all extracurricular activities. The parties shall be equally 50/50 responsible for the costs of the agreed upon extracurricular activities, as well as necessary uniforms and equipment for the agreed upon extracurricular activity.

L. The parties shall agree to all summer camps for the children. If the summer camp is not mutually agreed to, the party requesting to enroll the child in the camp may still enroll the child(ren), but that party shall be solely responsible for the costs of the camp. The parties shall be equally 50/50 responsible for the costs of the summer camps which are agreed upon, in advance, in writing. The parties shall split child care costs incurred as a result of employment on a pro rata basis, with the Wife paying 65% and the Husband paying 35%.

M. The costs of the children's basic schooling such as school supplies, field trips, field studies, lunch money and other costs associated with the children's education are costs covered by the payment of child support. However, as the parties deviated from child support guidelines,

which showed that the Wife owed support to the Husband, the Husband shall not be responsible for these costs. The Husband will discuss with the Wife and potentially contribute to those costs.

N. **HEALTH INSURANCE AND UNCOVERED MEDICAL EXPENSES**: The Wife covers the children on health insurance, and the Wife shall maintain health insurance for the children, so long as it is reasonable available to the Wife. The Wife shall maintain health insurance for the children so long as they are subject to support.

The Parties shall divide all uncovered Health Care Expenses for the children on a pro rata 65/35 basis "Uncovered Health Care Expenses" shall be reimbursed to the out-of-pocket parent as follows: 65% Mother; 35% Father. "Uncovered Health Care Expenses" shall be reimbursed to the out-of-pocket parent. "Uncovered Health Care Expenses" include all ordinary, reasonable and necessary expenses not covered by insurance and incurred for medical, health, dental (including orthodontic), ocular (including glasses and contacts), psychological or psychiatric care for the child, including but not limited to, co-payments, deductibles, and prescriptions (but not including monthly premiums).

A parent who pays for a health-related expense shall submit proof of payment within thirty (30) days of payment or receipt of notice. Within thirty (30) days after the other parent receives such notification, the other parent shall reimburse the out-of-pocket parent or pay the billing parent directly for his or her share of the expense.

If the parties are unable to agree if a medical expense is reasonable and necessary and if there is a dispute of over the cost, the parties shall submit the issue to a doctor in that field to determine whether or not it's reasonable and necessary prior to moving forward with the procedure.

O. **REAL PROPERTY**: There exists certain real property in which one or both parties may claim an interest, herein referred to as the "Marital Residence" located at 5310 N Branch Ave., Tampa, FL 33603, and more specifically described as follows: SEMINOLE HEIGHTS OF NORTH TAMPA LOTS 1 AND 2 BLOCK 3. There is a mortgage owed secured by said property, with a current balance of approximately \$359,226.97 as of December 15, 2022. home is valued at \$647,500.00. The total marital equity in the home is \$288,273.03. Each party shall be entitled to half of the marital equity in the home.

The Wife shall have no later than 45 (FORTY-FIVE) days from the entry of the Final lodgment of Dissolution of Marriage to refinance the mortgage into her sole name, and the

Husband shall execute a Quit Claim deed in favor of the Wife transferring the Husband's interest in the Marital Residence contemporaneously with the Wife refinancing the property into her sole name or, should the Wife need the Quit Claim Deed prior to the completion of the refinancing, due to the request by the lender, the Husband shall provide the lender a copy of the Quit Claim Deed, at their request, and solely when it is necessary to complete the refinance. The Wife shall complete the refinance process, or otherwise remove the Husband's name no later 45 days from entry of the Final Judgment of Dissolution of Marriage and pay to the Husband his agreed equity payment, which is calculated as follows:

i. The Wife shall pay the Parties' liabilities which total \$56,729.88 which will be paid from the refinance proceeds that the Wife is receiving and this shall reduce the amount the Husband is receiving from his share of the equity in the home;

ii. The Husband shall reimburse the Wife \$41,264.72 as and for the stipulated amount for the Husband's alleged dissipation and contribution towards the household expenses through the pendency of this matter (this also reduces the amount the Husband is receiving from his share in the home);

iii. The Wife paid \$5,750.00 as payment of application and deposit expenses for the Husband's new residence (this also reduces the amount the Husband is receiving from his share in the home);

iv. After all of the reductions, payments and agreements as set forth herein that the agreed equity payment due and owing to the Husband is \$68,756.85 within 48 hours of closing on the refinance. Once the Husband receives \$68,756.85 this resolves the issues of distribution of the equity in the marital residence and all issues of equitable distribution of assets and liabilities. The Husband will pay Damien McKinney's Charging Lien directly to Damien McKinney, Esq. from the \$68,756.85 proceeds the Husband receives in order to satisfy the outstanding charging lien.

v. If the Wife fails to complete the refinance and pay the Husband within 48 hours of closing on the refinance, the house shall immediately be listed for sale with an agreed upon realtor, and each party shall be entitled to 50% of the net proceeds (to be adjusted as stated below. The Parties' payment of the liabilities discussed herein below in Paragraph 7.10, which total \$ total \$56,729.88 which will be paid from the initial net proceeds, and once the parties have a 50% equity share amount the parties agree to reduce the Husband's share of his 50% of the net equity proceeds as follows:



vi. \$41,264.72 shall be paid from the Husband's 50% share to the Wife for distribution of the parties assets and liabilities (this includes the dissipation amounts to be paid from the Husband to the Wife);

vii. The Wife paid \$5,750.00 as payment of application and deposit expenses (this will reduce the amount the Husband is receiving from his share net equity proceeds);

viii. The Husband shall pay Damien McKinney's Charging Lien directly to Damien McKinney, Esq. from his 50% share of the net equity proceeds. The remaining amount of the reduced net equity proceeds after those deductions will be the Husband's to be transferred to his account from the closing agent.

The Wife shall receive her full 50% share of the net equity proceeds, plus she shall receive the \$41,264.72 and additionally \$5,750.00 from the Husband as stated above at closing. These funds shall be transferred to the Wife at closing from the closing agent.

P. If the Wife is not successful in refinancing the marital residence no later than 45 (FORTY~FIVE) Days from the entry of the Final Judgment of Dissolution of Marriage, then the Parties shall agree on the listing price and if they cannot agree they shall defer to the agreed-upon realtor to set a reasonable listing price. The parties shall use their best efforts to sell the property, and at all times the property is listed for sale, the Wife shall keep the property in show-ready condition. Neither party shall refuse any unreasonable offer, which shall be defined as an offer within 3% of the listing price.

Q. The Wife shall be solely responsible for the mortgage, property taxes, all maintenance and repairs necessary, and any other debt associated with the Marital Residence and shall indemnify and hold the Husband and his property harmless for any liability associated with any action taken by any creditor associated with any debt connected with the Marital Residence.

R. **MOTOR VEHICLES:**

The Wife shall retain the 2018 Chrysler, which is marital, and held in the Wife's sole name, and which is subject to a loan. The Wife shall retain said property free and clear of any claim by the Husband and the Husband shall waive all right, title, interest, and equity in and to said property. The Wife shall be solely responsible for any and all expenses related to this vehicle, including, but not limited to any monthly loan payments, repairs and maintenance, and any liability incurred due to an accident and/or tickets.

The Husband shall retain the Volkswagon Jetta, which is marital, and held in the Husband's sole name, and which is not subject to a loan. The Husband shall retain said property free and clear

of any claim by the Wife and the Wife shall waive all right, title, interest, and equity in and to said property. The Husband shall be solely responsible for any and all expenses related to this vehicle, including, but not limited to any monthly loan payments, repairs and maintenance, and any liability incurred due to an accident and/or tickets.

S. **HOUSEHOLD CONTENTS AND PERSONAL EFFECTS**: The Wife shall receive exclusive ownership in the following assets and items, and the Husband waives and releases any and all claim or interest in such assets and items: All household furnishings and appliances that shall remain in the possession of the Wife or subject to her sole control, when the Husband vacates the property are listed in Exhibit "B" attached to the parties' agreement, including the deck/pool, bar and grill valued at approximately \$1,500.00, and all clothing, jewelry and personal effects in the possession of the Wife or subject to her sole control, including, but not limited to, her jewelry valued at \$1,000.00, camping equipment valued at \$700.00, and beach equipment valued at \$500.00.

T. The Husband shall receive exclusive ownership in the following assets and items, and the Wife waives and releases any and all claim or interest in such assets and items: All household furnishings and appliances in the possession of the Husband or subject to his sole control. All household furnishings and appliances that shall remain in the possession of the Husband or subject to his sole control when the Husband vacates the property are listed in Exhibit "B" attached to the parties' agreement including the David Wight Wave valued at \$3,850.00, and all clothing, jewelry and personal effects in the possession of the Husband or subject to his sole control.

U. **SECURED AND UNSECURED DEBTS**: The Wife shall be responsible for paying off the following debts from the equity she receives from the refinance of the property, or if the property is sold, the net proceeds from the sale shall first satisfy the following debts:

- i. Care Charge Card Account #2507 with an approximate balance of \$422.19 as of December 2022.
- ii. Citi/Advantage Mastercard Account (7117) with an approximate balance of \$13,495.17 as of December 2022.
- iii. Citi/Double Cash Credit Card Account (6582) with an approximate balance of \$5,980.81 as of December 2022
- iv. Home Depot Charge Card Account (6138) with an approximate balance of \$889.15 as of December 2022.

v. Discover Credit Card Account (5060) with an approximate balance of \$8,236.91 as of December 2022.

vi. Discover Miles Credit Card Account (8203) with an approximate balance of \$15,302.01 as of December 2022.

vii. Wells Fargo Visa Account (8844) with an approximate balance of \$12,403.64 as of December 2022.

viii. The parties shall be jointly and severally responsible for the joint debt listed above in Q(i-viii), which total \$56,729.88 as of December 2022. The Wife shall be solely responsible for repaying any amount incurred past December 2022. These payments shall be made at closing to the lenders. In the event they cannot pay it at closing, these funds shall be held in escrow in order for the money to then be distributed to each respective lender in order to effectuate this provision and the Wife shall handle the pay off the credit card debt as listed herein using the parties' net proceeds (after housing and closing costs are deducted) prior to the calculation of each party's individual share of the net proceeds, and the Wife shall provide proof of payment to the Husband within seven (7) days of the payment being made. Other than listed above, there are no other joint debts.

Any debts that the Husband has or may have incurred in his own name not specifically referenced elsewhere in this Agreement, including the Husband's Wells Fargo Visa Card #7213, shall be his sole responsibility and he shall indemnify and hold the Wife harmless for the same, including but not limited to any attorney's fees incurred in defending such action.

Any debts that the Wife has or may have incurred in her own name not specifically referenced elsewhere in this Agreement, including her 401(k) loan taken out after the date of filing, Wife's personal loan in the amount of \$30,000.00 and all other debt in the Wife's name, shall be her sole responsibility and she shall indemnify and hold the Husband harmless for the same, including but not limited to any attorney's fees incurred in defending such action.

Each Party shall be responsible upon the full execution of this Agreement for paying his or her own respective debts and obligations which are or have been incurred individually, unless otherwise referenced in this Agreement. Neither Party shall pledge the credit of the other in the future, and the Parties shall immediately close or transfer all existing charge accounts and credit cards in joint names of the Parties or in the name of either of them under which the other may have

extended credit for purchases, and same shall be terminated as of the date of the execution of this Agreement.

**V. EQUITABLE DISTRIBUTION OF MARITAL ASSETS:**

Except as explicitly stated herein, each party shall receive any and all benefits existing by reason of his or her past, non-marital, present, or future employment or military service, including but not limited to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, military retired pay, accrued unpaid bonuses, or disability plan, whether matured or Unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof the proceeds therefrom and any other rights related thereto.

The Wife shall retain her Wells Fargo 401(k), except that the Husband shall be entitled to \$63,900.00 of said account, which shall not be adjusted for gains or losses. There is a loan against the 401(k) and said loan shall not reduce the Husband's share of the account. The Court reserves jurisdiction to enter an QDRO to effectuate the transfer. The parties shall employ Matthew Lundy, Esquire to prepare the order, and the Wife shall be solely responsible for the costs of same. Both parties shall cooperate in providing whatever documentation is necessary for the QDRO preparer. The Wife shall have exclusive use and sole possession of the remaining funds, after the Husband receives his share.

The Wife shall retain her Wells Fargo Deferred Compensation Restricted Stocks and shall have exclusive use and possession of same. Once the stock vests, the Wife shall transfer to two (2) 529 plans (one for each child) half the value of the 386 shares available as of December 2022 of Wells Fargo Deferred Compensation Restricted Stocks (25% 96.5 shares to each 529 plan), with the value to be determined at the time the stock fully vests, which is anticipated to be February 2026. If the Wife is unable to transfer the funds, the Wife shall deposit an amount equal to the value of the Wells Fargo Deferred Comp Restricted Stocks at the time the stock fully vests, in cash into 529 plan for each child. Both parties shall have access to the 529 plans and neither shall take any loans against the plans without prior written approval of the parties, and the parties agree that each 529 plan will only be used for the purposes in which the account was created.

The Wife shall retain her pre-marital pension through Legacy of Wachovia free and clear from any claim by the Husband.

The Wife shall retain her pre-marital Traditional IRA account ending in #8165 and shall exclusive use and possession of same.

The Wife shall retain her Health Savings Cash Account #3280 and Health Savings Mutual Funds Account #3280, except that the Husband shall be entitled to \$8,000.00 from said accounts, which shall be rolled over into a Health Savings Account in the Husband's sole name. The Wife shall request that the plan administrator set up an account for the Husband and roll over the funds within seven (7) days of the Final Judgment, however, if the plan administrator is unable to do so, the Husband shall open his own health savings accounts and the Wife shall transfer the funds or request that the plan administrator transfer the funds within seven (7) days of the Husband opening his own account. Both parties shall cooperate with any paperwork in order to effectuate this paragraph.

Other than as stated herein, the Husband disclaims and shall otherwise convey to the Wife all right, title and interest he may have in and to the following items of tangible and intangible personal property, and the same shall be and hereafter remain the Wife's sole and exclusive property: any checking, savings or other account in the Wife's sole name and the Wife's retirement accounts, except as discussed herein. In addition, the Wife shall retain the savings accounts for the parties' minor children with Ally Bank for accounts #8834 and #6703.

Other than as stated herein, the Wife disclaims or shall otherwise convey to Husband all right, title and interest she may have in and to the following items of tangible and intangible personal property, and the same shall be and hereafter remain the Husband's sole and exclusive property: any checking, savings or other account in the Husband's sole name, and the Husband's retirement accounts.

W. **ATTORNEY FEES:** The parties agree to pay attorney fees as outlined in their Stipulated Agreement on Attorney Fees filed on February 26, 2024, which is incorporated herein by reference. The hearing scheduled for February 27, 2024 regarding attorneys' fees shall hereby be cancelled.

X. **NAME CHANGE:** The Wife's former name shall be restored unto her, to wit: Candice Mae Croson.

Y. **JURISDICTION:** The Court expressly retains jurisdiction of this cause for the purposes of enforcing, construing, interpreting, or modifying the terms of this Final Judgment and the terms of the Stipulated Agreement and Parenting Plan entered into by the parties herein, and

for entering any Orders appropriate to accomplish the terms of the Agreement, including, without limitation, Qualified Domestic Relations Orders.

**DONE** and **ORDERED** in Tampa, Hillsborough County, Florida, on the date and time set forth in the signature block.

Electronically Conformed 5/7/2024  
Kelly Ayers

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**HONORABLE KELLY AYERS**  
Circuit Court Judge

*Conformed Copies furnished to:*  
William Foley, Esquire  
Stephanie Koether, Esquire

**IN THE CIRCUIT COURT OF THE  
THIRTEEN JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY,  
STATE OF FLORIDA  
FAMILY LAW DIVISION**

**IN RE: THE MARRIAGE OF**

**CANDICE M. LEGG,**  
Petitioner/Wife,

CASE NO.: 22-DR-017117  
DIVISION: D

and

**MATTHEW J. LEGG,**  
Respondent/Husband.

HILLSBOROUGH COUNTY CCC  
DEC 19 2023 PM12:19

**STIPULATED AGREEMENT**

**THIS AGREEMENT**, by and between **CANDICE M. LEGG** (hereinafter referred to as "Wife" or "Mother") and **MATTHEW J. LEGG** (hereinafter referred to as "Husband" or "Father"), and collectively referred to as "the Parties", was signed by both the Parties on the dates as shown below. This Stipulated Agreement shall be effective as of the date the last party executes this Stipulated Agreement, unless other language in this Stipulated Agreement as to either a portion or all parts of this Stipulated Agreement states otherwise. The parties agree to reserve on the issues stated herein. The Parties who are sworn agree as follows:

**WHEREAS**, the parties hereto were married to each other on or about June 12, 2009, in Hillsborough County, Florida;

**WHEREAS**, there were two children born between the parties. The following minor children are subject to this action:

  
C.M.L.

1

  
M.J.L.

Name	Date of Birth
E.B.L.	xx/xx/2011
W.O.L.	xx/xx/2014

**WHEREAS**, no other children were adopted, and none are expected;

**WHEREAS**, the parties are entering into this Stipulated Martial Settlement Agreement settling certain issues listed within this Stipulated Agreement and reserving jurisdiction on other issues listed within.

**WHEREAS**, the Wife filed a petition for dissolution of marriage, and this Stipulated Agreement is intended to be introduced into evidence in such action, to be incorporated in a Final Judgment entered therein;

**WHEREAS**, the parties acknowledge that irreconcilable differences exist, that the marriage is irretrievably broken, and that the parties intend to live separate and apart from each other;

**WHEREAS**, the parties wish to settle between themselves, now and forever, their respective rights, duties, and obligations regarding real property and personal property, time-sharing, parental responsibility, child support, assets and debts distribution;

**WHEREAS**, the parties agree to reserve jurisdiction on the Husband's request for alimony, children's expenses, and ~~distribution of certain assets~~, and attorneys' fees and costs;

*OM MJL*

**WHEREAS**, each party has read this Stipulated Agreement and understands its terms

*OM*  
C.M.L.

*MJL*  
M.J.L.



and consequences, and each party believes that this Stipulated Agreement is fair, just, and reasonable;

**WHEREAS**, each party has assented to this Stipulated Agreement freely and voluntarily, without coercion or duress;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the parties have agreed and do hereby agree as follows:

**ARTICLE I  
PARENTING PLAN**

1.1 The parties agree that they shall have shared parental responsibility. The parties agree it is in the best interests of the children that the parents confer and jointly agree on major decisions involving the children. Major decisions include, but are not limited to, decisions about the child(ren)'s education, healthcare, and other responsibilities unique to this family. Either parent may consent to mental health treatment for the children.

1.2 The parties have agreed to a Parenting Plan attached hereto as Exhibit "A," which is incorporated herein by reference and made a part of this Agreement for all purposes. The parties agree that this Parenting Plan is in the best interest of the children and represents the parties' agreement regarding their responsibilities for the daily tasks associated with the upbringing of the children, including decision-making, time-sharing schedule, transportation, and communication.

  
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**ARTICLE II**  
**RECOGNITION OF CHILD'S RIGHTS**

2.1 The children have the right to have two parents and to love each without fear of anger or hurt from the other.

2.2 The children have the right to develop an independent and meaningful relationship with each parent and to respect the personal differences of each parent and each home.

2.3 The children have the right to be free from being present during the parents' personal battles or being used as a spy, messenger, or bargaining chip.

2.4 The children have the right to enjoy the mother's family and the father's family, to see each of the families as being different from each other, and not to have these differences referred to as "better" or "worse."

2.5 The children have the right not to be questioned about the other parent's private life.

2.6 The children have the right not to hear parents speak ill of each other, nor to have to hear about difficulties with the other parent.

2.7 The children have the right to see his or her parents being courteous to and respectful of each other.

2.8 The children have the right to develop and maintain age-appropriate activities and friends without fear of losing time with a parent.

  
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2.9 The children have the right to his or her roots, which include grandparents, uncles, aunts, and cousins.

2.10 The children have the right to be a child: to be free from parents' guilt and not to assume adult or parent roles.

### ARTICLE III CHILD SUPPORT

3.1 The parties agree that child support will be due and owing, however, the parties further agree to deviate from child support. The parties agree to reserve on the issue of the parties' incomes for the Court to decide, and the parties shall submit child support guidelines thereafter, once the Court determines both parties' incomes, including the determination of Husband's request for alimony. The parties agree to deviate from guidelines for the following reasons:

- A) Based upon the time-sharing scheduled as set forth within the parenting plan.
- B) That Mother will be incurring the children's medical, dental and vision insurance premiums as outlined herein.
- C) At this time, it is in the best interests of minor children to deviate from child support guidelines.

3.2 Thereafter the Mother's child support obligation after the deviation is taken into account shall be \$0.00 (Zero Dollars). This is not a waiver of child support; this is a downwards deviation of child support. This is without prejudice for either party to seek a modification of child support based on the timesharing schedule and incomes of the parties. The Mother's child support obligation will continue to be \$0.00 per month until such manner

  
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until modified by court order, or until the date of the earliest occurrence of one of the following events:

(a) The date of E.B.L.'s 18th birthday, xx-xx-2029, unless the Court finds that the child is between the ages of 18 and 19, dependent in fact and still in high school performing in good faith with a reasonable expectation of graduation before the age of 19, the Court may modify this order to extend support until the child graduates from high school or attains the age of 19 years, whichever comes first;

(b) either child becomes emancipated;

(c) either child marries;

(d) either child joins the armed services; or

(e) either child dies.

3.3 Thereafter, the parties continue to agree to a downward deviation of child support. Therefore, the Mother's child support obligation after deviation is taken into account shall continue to be shall be \$0.00 (Zero Dollars). This is not a waiver of child support; this is a downwards deviation of child support. The Mother's child support obligation will continue to be \$0.00 per month until such manner until modified by court order, or until the date of the earliest occurrence of one of the following events:

(a) The date of W.O.L.'s 18th birthday, xx-xx-2032, unless the Court finds that the child is between the ages of 18 and 19, dependent in fact and still in high school performing in good faith with a reasonable expectation of graduation before the age of 19, the Court may modify this order to extend support until the child graduates from high school or attains the age of 19 years, whichever comes first;

  
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- (b) W.O.L. becomes emancipated;
- (c) W.O.L. marries;
- (d) W.O.L. joins the armed services; or
- (e) W.O.L. dies.

**Health Insurance**

3.1 For as long as either party has a legal duty to support the minor child who are subject of this Agreement, or until further order of the Court, the Mother shall provide health insurance for the children when reasonably available to the Mother at a reasonable cost, naming the minor children as a covered dependents thereon until the minor children can no longer be eligible for child support. The Mother shall pay the premiums for such insurance and therefore the Mother will receive a child support credit in that amount. Should the Mother be unable to provide health insurance for the children at reasonable cost then the Father shall provide health insurance for the children.

3.2 As provided by Florida Statutes, Section 61.13(1)(b), the health insurance agreed to above is reasonable in cost and accessible to the children, at this point in time.

**Non-covered Health Care Expenses**

3.3 "Noncovered Health Care Expenses" means all ordinary, reasonable and necessary expenses not covered by insurance and incurred for medical, health, dental, psychological or psychiatric care on behalf of any minor child who is a subject of this Judgment, including but not limited to hospitalization, prescriptions, physicians, dentists, orthodontics (including braces), contact lenses and eyeglasses, examinations, and insurance

  
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copayments, and which are incurred while either party has a legal duty to support such child.

3.4 The Parties reserve jurisdiction for the Court to determine financial responsibility for each party for the Noncovered Health Care Expenses.

3.5 Payment of Noncovered Health Care Expenses, the party initially paying for the noncovered health care expense shall furnish proof of payment and the invoice within thirty (30) days of payment to the provider and the party receiving proof shall reimburse their percentage within thirty (30) days of receipt of the invoice and proof of payment from the other party.

**Dependency Exemption and Tax Credits.**

3.6 The Parties agree that commencing 2023 tax year and every year after the Mother shall receive the dependency exemption and any and all tax credits for E.B.L. and W.O.L.

**ARTICLE VI  
REAL ESTATE**

4.1 There exists certain real property in which one or both parties may claim an interest, herein referred to as the "Marital Residence" located at 5310 N Branch Ave., Tampa, FL 33603, and more specifically described as follows:

SEMINOLE HEIGHTS OF NORTH TAMPA LOTS 1 AND 2 BLOCK 3

4.2 There is a mortgage owed secured by said property, with a current balance of approximately \$359,226.97 as of December 15, 2022. The parties agree the home is valued at \$647,500.00. Both of the parties' names are currently on the mortgage. The total marital equity in the home is \$288,273.03. The parties agree that each party is entitled to half of the

  
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marital equity in the home.

4.3 The Wife shall have no later than 45 (FORTY-FIVE) days from the entry of the Final Judgment of Dissolution of Marriage to refinance the mortgage into her sole name, and the Husband shall execute a Quit Claim deed in favor of the Wife transferring the Husband's interest in the Marital Residence contemporaneously with the Wife refinancing the property into her sole name or, should the Wife need the Quit Claim Deed prior to the completion of the refinancing, due to the request by the lender, the Husband shall provide the lender a copy of the Quit Claim Deed, at their request, and solely when it is necessary to complete the refinance.

The Wife shall complete the refinance process, or otherwise remove the Husband's name no later 45 days from entry of the Final Judgment of Dissolution of Marriage and pay to the Husband his agreed equity payment, which is calculated as follows:

- The Parties' payment of the liabilities discussed herein below in Paragraph 7.10, which total \$56,729.88 which will be paid from the refinance proceeds that the Wife is receiving and the Parties agree that this reduces the amount the Husband is receiving from his share of the equity in the home , and
- The Husband agrees to reimburse the Wife \$41,264.72 as and for the stipulated amount for the Husband's alleged dissipation and contribution towards the household expenses through the pendency of this matter (this also reduces the amount the Husband is receiving from his share in the home), and
- The parties agree that the Wife will pay or paid \$5,750.00 as payment of application and deposit expenses listed in section 4.5 (this also reduces the amount the Husband is receiving from his share in the home), and
- The parties agree after all of the reductions, payments and agreements as set forth herein that the **agreed equity payment due and owing to the Husband is \$68,756.85 within 48 hours of closing on the refinance.** The parties agree

  
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that once the Husband receives \$68,756.85 this resolves the issues of distribution of the equity in the marital residence and all issues of equitable distribution of assets and liabilities. The Husband will pay Damien McKinney's Charging Lien directly to Damien McKinney, Esq. from the \$68,756.85 proceeds the Husband receives pursuant to provision 4.3.

However, if the Wife fails to complete the refinance and pay the Husband within 48 hours of closing on the refinance, the parties agree that the house will immediately be listed for sale with an agreed upon realtor, and each party will be entitled to 50% of the net proceeds (to be adjusted as stated below). The Parties' payment of the liabilities discussed herein below in Paragraph 7.10, which total \$ total \$56,729.88 which will be paid from the initial net proceeds, and once the parties have a 50% equity share amount the parties agree to reduce the Husband's share of his 50% of the net equity proceeds as follows:

- \$41,264.72 will be paid from the Husband's 50% share to the Wife for distribution of the parties assets and liabilities (this includes the dissipation amounts to be paid from the Husband to the Wife).
- The parties agree that the Wife paid \$5,750.00 as payment of application and deposit expenses (this will reduce the amount the Husband is receiving from his share net equity proceeds), and
- The Husband will pay Damien McKinney's Charging Lien directly to Damien McKinney, Esq. from his 50% share of the net equity proceeds.

**The remaining amount of the reduced net equity proceeds after those deductions will be the Husband's to be transferred to his account from the closing agent.**

**The Parties agree the Wife will receive her full 50% share of the net equity proceeds, plus she will receive the \$41,264.72 and additionally \$5,750.00 from the Husband as stated above at closing.** These funds will be transferred to the Wife at closing from the

  
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closing agent.

If the Wife is not successful in refinancing the marital residence no later than 45 (FORTY-FIVE) Days from the entry of the Final Judgment of Dissolution of Marriage, then the Parties are to agree on the listing price and if they cannot agree they will defer to the agreed-upon realtor to set a reasonable listing price. The parties shall use their best efforts to sell the property, and at all times the property is listed for sale, the Wife shall keep the property in show-ready condition. Neither party shall refuse any unreasonable offer, which shall be defined as an offer within 3% of the listing price.

4.4 From the date of this Agreement and continuing thereafter until refinance or sale, the Wife agrees to be responsible for the mortgage, property taxes, all maintenance and repairs necessary, and any other debt associated with the Marital Residence and shall indemnify and hold the Husband and his property harmless for any liability associated with any action taken by any creditor associated with any debt connected with the Marital Residence.

4.5 The parties agree that the Husband shall vacate the Marital Residence no later than December <sup>23, 2023</sup> ~~22~~, 2023. The Wife shall have exclusive use and possession of Marital Residence beginning on December <sup>23, 2023</sup> ~~22~~, 2023. In order to help the Husband vacate the Marital Residence by Dec. <sup>23, 2023</sup> ~~22~~, 2023, the Wife shall loan the Husband funds of \$5,750.00 for the Husband's application fee and deposit for the rental property which shall be paid by the Wife, directly to the property owner. The Wife shall only make this payment if the Husband vacates the Marital Residence by December <sup>23, 2023</sup> ~~22~~, 2023. The parties agree that these funds being paid to the Husband have been taken into consideration in the calculation of the net proceeds to be paid from the Husband to the Wife at closing, in provision 4.3 above. However, in order for the Husband to obtain beds and other items necessary for the children, the Wife agrees to pay to the Husband \$4,000.00 as and for moving expenses in lieu of the Husband seeking any additional funds as an equalizing payment. The Wife shall only make this \$4,000.00 payment if

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No later than  
Dec. 23<sup>rd</sup>, 2023  
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the Husband vacates the Marital Residence by December ~~22~~, 2023. The parties agree that these funds being paid to the Husband have been taken into consideration in the calculation of EITHER the agreed equity payment due to the Husband (in the event of a refinance) OR the Reduced Net Equity proceeds (in the event of sale), as more specifically stated in provision 4.3 above.

**ARTICLE V  
AUTOMOBILES**

5.1 The Parties own two (2) automobiles, and have agreed to the distribution of those automobiles as follows:

(a) The Parties own a 2018 Chrysler. The parties acknowledge that this vehicle is marital property. The parties agree the Wife will be entitled to sole and exclusive use and possession of said vehicle. The parties acknowledge that this vehicle solely titled in the Wife's name and that there is a lien against the vehicle an approximate balance of \$23,321.23 as of February 2023 which is solely in the Wife's name. The Wife agrees to assume full responsibility of lien. The Wife shall assume full responsibility for all indebtedness, if any, in connection therewith, and the Wife shall indemnify and hold the Husband harmless of any liability in connection with the automobile.

(b) The Parties own a VW Jetta. The parties acknowledge that this vehicle is marital property. The parties agree the Husband will be entitled to sole and exclusive use and possession of said vehicle. The Husband acknowledges that there is no lien against this vehicle and that title is in his name only. However, should it be determined that there is a loan on

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this automobile then the Husband agrees to assume full responsibility for the auto loan. The Husband shall assume full responsibility for all indebtedness, if any, in connection therewith, and the Husband shall indemnify and hold the Wife harmless of any liability in connection with the automobile.

**ARTICLE VI  
RETIREMENT**

6.1 Except as explicitly stated herein, each party shall receive any and all benefits existing by reason of his or her past, non-marital, present, or future employment or military service, including but not limited to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, military retired pay, accrued unpaid bonuses, or disability plan, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom and any other rights related thereto.

6.2 **WIFE'S WELLS FARGO NON-MARITAL AND MARITAL 401(K):** There exists a 401(k) account (acct. ending in 0815) through Wells Fargo. The parties agree that this account was in existed prior to marriage as the Wife start contributing to this plan March 2004 and the parties did not marry until June 12, 2009. Therefore, there is a pre-marital potion of this account. That the amount in the account as of December 2022 was \$254,361.70 and the marital portion of this account in \$183,140.42. The parties agree that for Equitable Distribution purposes the Husband shall be entitled to \$63,900.00 of said account, which is not to be adjusted for gains or losses; which shall be effective the date the account administrator receives a Qualified Domestic Relations

  
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Order (hereafter "QDRO") or other like Order and segregates the account. There is a loan against the 401K and said loan shall not reduce the Husband's share of the account. The Court shall reserve jurisdiction to enter a QDRO to effectuate this transfer, if such an order is necessary. If a QDRO is necessary, the Parties agree to hire Matthew Lundy, Esquire to prepare the order, and the Wife shall incur the cost of same. The parties shall cooperate in providing whatever documents the QDRO preparer requests, including account statements. The Wife will have exclusive use and sole possession of the remaining funds in the account.

**6.3 WIFE'S WELLS FARGO DEFERRED COMP RESTRICTED STOCKS:** There exists a Deferred Comp Restricted Stocks through Wells Fargo. The parties agree that the Stocks will be the sole possession of the Wife, and the Wife will have exclusive use of said Deferred Comp Restricted Stocks through Wells Fargo, with a value of \$40,011.72 as of June 30, 2023. However, the parties agree that once the stock vests, the Wife shall transfer two (2) 529 plans (one for each child) half the value of the Wells Fargo Deferred Comp Restricted Stocks (25% to each 529 plan), with the value to be determined at the time the stock fully vests (anticipated to be February 2026). If the Wife is unable to transfer the funds, the Wife shall deposit an amount equal to the value of the Wells Fargo Deferred Comp Restricted Stocks at the time the stock fully vests, in cash into 529 plan for each child. Both parties shall have access to the 529 plans and neither shall take any loans against the plans without prior written approval of the parties, and the parties agree that each 529 plan will only be used for the purposes in which the account was created.

**6.4 WIFE'S PRE-MARITAL PENSION THROUGH LEGACY OF WACHOVIA:** There exists a pension through Legacy of Wachovia. The parties agree that this is pre-marital assets and that the Wife's pension through Legacy of Wachovia has an estimated value of

  
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\$4,727.29 as of December 31, 2022. The parties agree that the pension through Legacy of Wachovia will be the sole possession of the Wife, and the Wife will have exclusive use of said pension through Legacy of Wachovia. The Husband hereby waives and releases any and all claims or interest therein.

6.5 **WIFE'S WELLS FARGO PRE-MARITAL TRADITIONAL IRA ACCOUNT:** There exists a Traditional IRA account (acct. ending in 8165). The parties agree this is a non-marital account as the IRA was transferred from her previous place of employment which was prior to the marriage. The parties agree that the Wife's Pre-Marital Traditional IRA account through Wells Fargo with an estimated value of \$5,673.31 as of December 31, ~~2023~~ <sup>2022</sup>. The parties agree that the Wife's Pre-Marital Traditional IRA through Wells Fargo will be the sole possession of the Wife, and the Wife will have exclusive use of said IRA account through Wells Fargo. The Husband hereby waives and releases any and all claims or interest therein.

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**ARTICLE VII  
DIVISION OF OTHER ASSETS AND LIABILITIES**

**Division of Other Assets**

7.1 The Wife shall receive exclusive ownership in the following assets and items, and the Husband waives and releases any and all claim or interest in such assets and items:

- (a) All sums of cash in the possession of the Wife or subject to her sole control.
- (b) All household furnishings and appliances that shall remain in the possession of the Wife or subject to her sole control when the Husband vacates the property are listed in Exhibit "B" attached to this agreement, including the deck/pool, bar and grill valued at approximately \$1,500.00.

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(c) All clothing, jewelry and personal effects in the possession of the Wife or subject to her sole control, including, but not limited to, her jewelry valued at \$1,000.00, camping equipment valued at \$700.00, and beach equipment valued at \$500.00.

(d) All funds in accounts or otherwise on deposit, including any accrued interest, in banks or any other financial institutions, which are in the Wife's sole name or from which the Wife has the sole right to withdraw funds or which are subject to the Wife's sole control.

(e) All stocks, bonds, mutual funds, and securities in the Wife's sole name, together with any dividends, splits, and other rights and privileges in connection therewith unless stated otherwise herein.

(f) The Wife's Ally Combined Checking Account (7920) and Money Market Account (7129) with an approximate balance of \$5,439.37 as of December 15, 2022.

(g) The Wife's Wells Fargo Team Member Checking Account (0159) with an approximate balance of \$1,592.45 as of December 15, 2022.

(h) The Parties Joint Wells Fargo Team Member Checking Account (3981) with an approximate balance of \$135.95 as of December 23, 2022. The parties agree that the Wife shall transfer the funds out of this account and the parties will cooperate with closing this account.

(i) The Parties Joint Wells Fargo Crown Checking Account (1829) with an approximate balance of \$5.14 as of Dec. 15, 2022. The parties agree that the Wife shall transfer the funds out of this account and the parties will cooperate with closing this account.

(j) Wife's Capital One Checking Account (6703) with an approximate balance of \$3.62 as of December 31, 2022.

(k) Wife's Capital One Savings Account (6703) with an approximate

  
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balance of \$0.00 as of December 31, 2022.

7.2 The Husband shall receive exclusive ownership in the following assets and items, and the Wife waives and releases any and all claim or interest in such assets and items:

(a) All sums of cash in the possession of the Husband or subject to his sole control.

(b) All household furnishings and appliances in the possession of the Husband or subject to his sole control. All household furnishings and appliances that shall remain in the possession of the Husband or subject to his sole control when the Husband vacates the property are listed in Exhibit "B" attached to this agreement including the David Wight Wave valued at \$3,850.00.

(c) All clothing, jewelry and personal effects in the possession of the Husband or subject to his sole control.

(d) All funds in accounts or otherwise on deposit, including any accrued interest, in banks or any other financial institutions, which are in the Husband's sole name or from which the Husband has the sole right to withdraw funds or which are subject to the Husband's sole control.

(e) All stocks, bonds, mutual funds, and securities in the Husband's sole name, together with any dividends, splits, and other rights and privileges in connection therewith.

(f) Husband's Wells Fargo Everyday Checking Account (0292) with an approximate balance of \$165.06 as of June 16, 2023.

7.3 The parties agree that the Wife has a Saving Account (8693) with the parties' minor child, E.B.L. through Ally Bank with an approximate amount of \$29.34 as of December 23, 2022, which shall become the sole possession of the Wife on behalf of the

  
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child. The Wife agrees that the account was created for the minor child will only be used for the purposes in which the account was created.

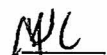
7.4 The parties agree that the Wife has a Saving Account (8834) with the parties' minor child, W.O.L. through Ally Bank with an approximate amount of \$59.80 as of December 23, 2022, which shall become the sole possession of the Wife on behalf of the child. The Wife agrees that the account was created for the minor child will only be used for the purposes in which the account was created.

7.5 The parties agree that the Wife has a Saving Account (6703) with both the parties' minor children through Capital One Bank with an approximate amount of \$0.00 as of December 31, 2022, which shall become the sole possession of the Wife on behalf of the child. The Wife agrees that the account was created for the minor child will only be used for the purposes in which the account was created.

7.6 Except for the items specifically conferred or addressed as set forth hereinabove or as otherwise expressly provided by this Agreement, each party shall have exclusive ownership of all items of personal property that are currently in his or her possession, and the other party waives and releases any and all claim or interest in such items.

7.7 The parties agree that the Wife has a Health Savings Cash Account (3280) with an approximate balance of \$221.20 as of December 2022 and a Health Savings Mutal Funds Account (3280) with an approximate balance of \$27,806.40 as of December 2022. The parties agree that the Husband shall be entitled to \$8,000.00 from said accounts, which shall be rolled over into a Health Savings Account in the Husband's sole name. The Wife shall

  
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request that the plan administrator set up an account for the Husband and roll over the funds within seven (7) days of the Final Judgment, however, if the plan administrator is unable to do so, the Husband shall open his own health savings accounts and the Wife shall transfer the funds or request that the plan administrator transfer the funds within seven (7) days of the Husband opening his own account. Both parties shall cooperate with any paperwork in order to effectuate this paragraph.

**Division of Liabilities**

7.8 The Husband shall pay the following debts, liabilities and obligations, and shall indemnify and hold the Wife and her property harmless from any failure to pay the same:


- (a) All debt in the Husband's name unless otherwise stated herein.
- (b) Husband's Wells Fargo Visa Credit Card (7213) with an approximate balance of \$616.59 as of January 8, 2023.

7.9 The Wife shall pay the following debts, liabilities and obligations, and shall indemnify and hold the Husband and his property harmless from any failure to pay the same:

- (a) Wife's 401K Loan(s) taken out after the date of filing.
- (b) Wife's personal loan in the amount of \$30,000.00.
- (c) All debt in the Wife's name unless otherwise stated herein.

7.10 Pursuant to provision <sup>4.3</sup> ~~4.4~~ above, ~~once the parties have calculated their profit proceeds from the sale of the residence after the housing costs have been paid off, then the~~ Parties will pay off the credit card debt as follows:

- (a) Care Charge Card Account (2507) with an approximate balance of \$422.19 as of December 2022.

  
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(b) Citi/Advantage Mastercard Account (7117) with an approximate balance of \$13,495.17 as of December 2022.

(c) Citi/Double Cash Credit Card Account (6582) with an approximate balance of \$5,980.81 as of December 2022

(d) Home Depot Charge Card Account (6138) with an approximate balance of \$889.15 as of December 2022.

(e) Discover Credit Card Account (5060) with an approximate balance of \$8,236.91 as of December 2022.

(f) Discover Miles Credit Card Account (8203) with an approximate balance of \$15,302.01 as of December 2022.

(g) Wells Fargo Visa Account (8844) with an approximate balance of \$12,403.64 as of December 2022.

The parties agree that they are jointly and severally responsible for the joint debt listed above in 7.10(a-h). The parties agree that the Wife is solely responsible for paying any amount incurred past the dates stated for each account above. The parties agree that these payments will be made at closing to the lenders. In the event they cannot pay it at closing they agree for these funds to be held in escrow in order for the money to then be distributed to each respective lender in order to effectuate this provision and the Wife will handle the pay off the credit card debt as listed herein using the parties' net proceeds (after housing and closing costs are deducted) prior to the calculation of each party's individual share of the net proceeds, and the Wife shall provide proof of payment to the Husband within seven (7) days of the payment being made.

7.11 There are no other obligations or liabilities of the parties known to exist. Any obligation or liability that is not listed herein shall be the responsibility of the party that incurred the same, and the party that incurred the same shall indemnify the other party and

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↳ (which total \$56,729.88 as of Dec. 2022).  
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the property of the other party harmless from liability therefrom.

7.12 Neither party shall incur any obligation or liability for which the other party will be liable including both parties' new residences.

7.13 Each respective party agrees to be responsible for removing the other party as authorized users on any the credit card account and each party agrees to sign any document necessary to perfect this provision. The parties agree not to incur or use any of the cards listed in 7.10 after execution of this agreement. Additionally, the parties further agree that each shall be responsible for any charges to the accounts made after the date of filing.

**General Provisions**

7.14 Full and Complete Disclosure. Each party hereto warrants and agrees that he or she has made a full and complete disclosure to the other party of all marital and nonmarital property, income, assets and liabilities. The Parties have read this Agreement and believe and acknowledge this Agreement to be fair, just and reasonable. Each Party is acting without coercion or duress, and freely and voluntarily assents to its terms and accepts its conditions, obligations, and mutual agreements. The Parties are fully aware of the other party's current financial situation, his or her education background, his or her assets and liabilities, and the economic opportunities available for the other.

7.15 Other Information or Instruments. Each party agrees to provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Agreement.

7.16 Nondischargeable in Bankruptcy. All terms of this Agreement pertaining to the division of marital property, including but not limited to any hold harmless or indemnification provisions, are specifically intended by the parties to be nondischargeable

  
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in the event of bankruptcy.

**ARTICLE VIII  
ALIMONY**

8.1 The parties agree to RESERVE JURISDICTION for the Court to make the determination on the Husband's claim for alimony.

**ARTICLE IX  
TAX ISSUES**

**Federal Income Taxes**

9.1 FEDERAL INCOME TAXES FOR TAX YEAR 2023: For tax year 2023, each party shall file an individual income tax return in accordance with the Internal Revenue Code and the Wife shall receive the dependency exemption and any and all tax credits for both children every year as outlined in section 3.6 herein.

9.1.A. Unless otherwise specified in this Agreement, and in addition to income attributable to each party's respective nonmarital property, each party must report as the party's income one-half of all income attributable to marital property, including earnings from personal services received on or before the date of the dissolution of the marriage. Additionally, each party may take credit for all of the reporting party's estimated tax payments and federal income tax payroll withholding deductions occurring after the date of the dissolution of the marriage, and, to the extent allowed by law, all deductions, exemptions, credits, and adjustments attributable to his or her income and expenses after the date of the dissolution of the marriage.

9.1.B. Each party shall timely pay his or her tax liability in connection with the tax return filed by such party. Any refund received as a result of a party's tax return shall be the sole property of the party filing such tax return.

  
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9.1.C. Each party shall indemnify and hold harmless the other party for such taxes, liabilities, deficiencies, assessments, penalties, or interest due thereon or the omission of taxable income or claim of erroneous deductions of the applicable party.

#### OTHER TAX PROVISIONS

9.1.D. Attorney is Not Tax Expert. The parties acknowledge that any attorney involved with this Agreement does not claim to be an expert in tax matters. Each party states that he or she has consulted or has had the opportunity to consult with a tax professional to fully evaluate the tax implications and consequences of this Agreement.

9.1.E. Request for Information and Cooperation. It is agreed that each party shall provide any information reasonably necessary to prepare federal income tax returns, within thirty (30) days of receipt of a written request for the same. Each party shall reasonably cooperate with the other in the preparation of income tax returns as set forth hereinabove. Within five days of receipt of written notice from the other party, each party will allow the other party access to these records in order to respond to an IRS examination or request for information. Purposes for which access to such records will be granted includes, but is not limited to, the determination of acquisition dates or tax basis, and such access shall include the right to copy the records.

9.1.F. Preservation of Information. Each party shall preserve for a period of seven years from the date of the filing of the applicable tax return, all financial records relating to the marital property. Each party shall preserve indefinitely, any records which determine or affect the tax basis in any marital property.

9.1.G. No Waiver of "Innocent Spouse". The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that a party has under the "Innocent Spouse" provisions of the Internal Revenue Code.

  
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**ARTICLE X  
COURT COSTS AND ATTORNEY'S FEES**

10. The parties agree to RESERVE JURISDICTION for the Court to make the determination on the Husband's claim for attorneys' fees and costs, with entitlement to be determined at the Final Hearing and the amount to be determined at ~~the hearing scheduled for January 25, 2024.~~ *a subsequent hearing.*

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**ARTICLE XI GENERAL PROVISIONS**

11.1 Mutual Release. Each party waives, releases and relinquishes any actual or potential right, claim or cause of action against the other party, including but not limited to asserting a claim against the estate of the other party or to act as a personal representative of such estate, except as otherwise provided for in this Stipulated Agreement or arising hereunder.

11.2 Resolution of Future Disputes. In the event of any disagreement regarding an issue between the parties, the parties shall first confer and exercise reasonable efforts to resolve such a dispute. Except in an emergency, before a party files legal action regarding an issue of any such dispute or regarding modification of any terms and conditions of this Stipulated Agreement, that party shall make a good faith attempt to submit the dispute or controversy to mediation.

11.3 Reconciliation. In the event of a reconciliation or resumption of marital relations, this Stipulated Agreement or its provisions shall not be abrogated in any way without further written agreement of the parties.

11.4 No Oral Agreements. The parties agree that this Stipulated Agreement does not constitute the entire agreement of the parties, that this Stipulated Agreement

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supersedes any prior understandings or agreements between them, and that there are no representations, warranties, or oral agreements other than those expressly set forth herein.

11.5 No Waiver of Breach. The failure of a party to insist on strict performance of any provision of this Stipulated Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

11.6 Severability. This Stipulated Agreement is severable, and if any term or provision is determined to be unenforceable, this shall not render the remainder of the Stipulated Agreement unenforceable.

11.7 Other Acts. Each party agrees to timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Stipulated Agreement.

11.8 Survival of Agreement; No Merger. This Stipulated Agreement may be offered into evidence by either party in an action for dissolution of marriage, and may be incorporated by reference in a Stipulated Order entered therein. Notwithstanding incorporation, this Stipulated Agreement shall not be merged in such Stipulated Order but shall survive the judgment and be binding on the parties.

11.9 Remedies for Enforcement. The terms and provisions of this Stipulated Agreement are enforceable in contract, in addition to any remedies for enforcement that may also be available under any final judgment of dissolution of marriage entered between the parties.

11.10 Representation. ATTORNEY WILLIAM S. FOLEY of WILLIAM S. FOLEY, P.A. represented the Wife in the negotiation and drafting of this agreement. ATTORNEY

  
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WILLIAM S. FOLEY **did not** represent the Husband. ATTORNEY STEPHANIE KOETHER represented the Husband in the negotiation and drafting of this agreement. ATTORNEY STEPHANIE KOETHER **did not** represent the Wife.

11.11 RESTORATION OF WIFE'S MAIDEN NAME: The Wife maiden name shall be restored back to **CANDICE MAE CROSON**.

11.12 CANCELLATION OF JANUARY 4, 2024 and JANUARY 25, 2024 HEARINGS: The Parties agree that this Agreement settles the retirement issues set for hearing on January 4, 2024 and therefore the parties agree to cancel said hearing. Additionally, the Parties agree that this Agreement settles the Husband's Motion for Sanctions set for January 25, 2024 and the Parties agree to cancel said hearing and the Husband withdraws his Motion for Sanctions filed December 5, 2023.

↑  
as to the issue of Sanctions only, CML MJC

11.12 Reservation of Jurisdiction. The Parties agree to RESERVE JURISDICTION in order for the Court to hear the reserved issues within this Stipulated Agreement.

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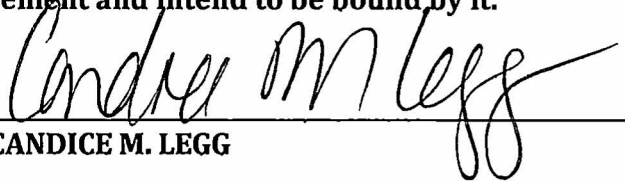
  
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I, CANDICE M. LEGG, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.

Dated: 12/19/2023

  
CANDICE M. LEGG

I, MATTHEW J. LEGG, 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: 12/19/23

  
MATTHEW J. LEGG

  
C.M.L.

  
M.J.L.

IN THE CIRCUIT COURT OF THE  
THIRTEEN JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY,  
STATE OF FLORIDA  
FAMILY LAW DIVISION

IN RE: THE MARRIAGE OF

CANDICE M. LEGG,  
Petitioner/Wife,

CASE NO.: 22-DR-017117  
DIVISION: D

and

MATTHEW J. LEGG,  
Respondent/Husband.

**PARENTING PLAN**

This parenting plan is a Parenting Plan submitted to the court with the agreement of the parties.

This parenting plan is a final Parenting Plan established by the court.

**I. PARENTS**

**Petitioner, hereafter referred to in this Parenting Plan as the Mother**

Name: Candice Legg

Address: 5310 N Branch Ave, Tampa, FL 33603

Telephone Number: 704-281-2269

E-Mail: cmlegg79@gmail.com

**Respondent, hereafter referred to in this Parenting Plan as the Father**

Name: Matthew Legg

Address: 5310 N Branch Ave, Tampa, FL 33603

Telephone Number: 704-577-5588

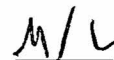
E-Mail: mlegg123@yahoo.com

**II. CHILDREN:** This parenting plan is for the following children born to, or adopted by the parties:

Name	Date of Birth
<u>E. B. L.</u>	<u>X/X/2011</u>

<u>W. O. L.</u>	<u>X/X/2014</u>
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### III. JURISDICTION

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

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.

### IV. PARENTAL RESPONSIBILITY AND DECISION MAKING

#### 1. Parental Responsibility

##### **Shared Parental Responsibility.**

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

#### 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.

#### 3. Extra-curricular Activities

The parents agree to allow the children to participate in all extracurricular activities of the children's choice.

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

  
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The parties agree if one parent is unable to transport the child to the extracurricular activities during their time-sharing, they shall work together to ensure the children are transported to the extracurricular activities.

The parties agree to reserve jurisdiction for payment of extra-circular activities for determination by the Court.

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

Unless otherwise prohibited by law, each parent shall have access to medical and school records and information pertaining to the children and shall be permitted to independently consult with any and all professionals involved with the children. The parents shall cooperate with each other in sharing information related to the health, education, and welfare of the children 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 children's school, day care, health care providers, and other programs with regard to the children's educational, emotional, and social progress.

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


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

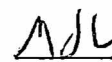
**VI. SCHEDULING**

**1. School Calendar**

If necessary, on or before August 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 time-sharing schedule so that any differences or questions can be resolved.

The parents shall follow the school calendar for the school in which the children are attending.

  
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**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 end 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 **forty-eight (48) hours** before the change is to occur. This provision does not apply when the mother is traveling for work purposes. The Mother will immediately inform the father of her intention to travel for work purposes as soon as possible.

A parent requesting a change of schedule shall be responsible for any additional childcare, or transportation costs caused by the change. This provision does not apply when the mother is traveling for work purposes.

**VII. TIME-SHARING SCHEDULE**

**1. Weekday and Weekend Schedule**

The following schedule shall apply beginning as soon as possible and continue as follows:

**Week One**

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Mother overnight	Father overnight from pick-up from school or 7:45 a.m. if no school	Mother overnight from pickup from school or 7:45 a.m. if no school	Mother overnight	Father overnight from pick-up from school or 7:45 a.m. if no school	Father overnight	Mother overnight

**Week Two**

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Mother overnight from pickup at school or 7:45	Mother overnight	Father overnight from pick-up from school or 7:45	Father overnight	Mother overnight from pickup at school or	Mother overnight	Mother overnight

  
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a.m. if no school		a.m. if no school		7:45 a.m. if no school		
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**Week Three**

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Mother overnight	Father overnight from pick-up from school or 7:45 a.m. if no school	Father overnight	Mother overnight from pickup at school or 7:45 a.m. if no school	Father overnight from pick-up from school or 7:45 a.m. if no school	Father overnight	Mother overnight

**Week Four**

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Mother overnight	Mother overnight	Father overnight from pick-up from school or 7:45 a.m. if no school	Father overnight	Mother overnight from pickup at school or 7:45 a.m. if no school	Mother overnight	Mother overnight

**2. Holiday Schedule**

Holiday time-sharing shall be as parties agree. If they cannot agree the Holiday Schedule 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 the name or designation of the appropriate parent 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

<b>Holidays</b>	<b>Even Years</b>	<b>Odd Years</b>	<b>Every Year</b>	<b>Begin/End Time</b>
Mother's Day	_____	_____	<u>Mother</u>	<u>9:00 a.m. the day before</u> <u>until the time school resumes or</u> <u>6:00p.m. if no school</u>
Father's Day	_____	_____	<u>Father</u>	<u>9:00 a.m. the day before</u> <u>until the time school resumes or</u> <u>6:00p.m. if no school</u>

  
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President's Wkd - The parent that has the weekend preceding this holiday shall enjoy timesharing until 3:00 p.m. Monday.

M. L. King Wkd - The parent that has the weekend preceding this holiday shall enjoy timesharing until 3:00 p.m. Monday

Easter	<u>Father</u>	<u>Mother</u>	<u>4:00 p.m. the day before until 6:00 p.m. the day of</u>
Memorial Day	<u>Mother</u>	<u>Father</u>	<u>8:00 a.m. the day of until 8:00 p.m. the day of</u>
4 <sup>th</sup> of July	<u>Mother</u>	<u>Father</u>	<u>6:00 p.m. the day before until 9:00 a.m. the day after</u>
Labor Day Wkd	<u>Father</u>	<u>Mother</u>	<u>9:00 a.m. the Saturday before until the date and time school resumes</u>
Halloween	_____	_____	<u>Mother 12:00 p.m. the day of until 6:00 p.m. the day after</u>
Juneteenth	<u>Father</u>	<u>Mother</u>	<u>12:00 p.m. the day of before until 6:00 p.m. the day of after</u>

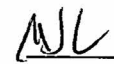
**3. Fall Break.**

The parties agree that Fall Break will be divided evenly, with the parties exchanging on Wednesday at 3pm. In odd years, the Mother shall enjoy the first half of the Break, and the Father will enjoy the second half of the Break, in even years, this schedule shall reverse. The break is defined as the date and time the children are released from school for the Fall Break until return to school after the Fall Break.

**4. Winter Break.**

The parties agree that Winter Break will be divided evenly, with the parties exchanging at the midway point at 3pm. In even years, the Mother shall enjoy the first half of the Break, and the Father will enjoy the second half of the Break, in odd years, this schedule shall reverse. The break is defined as the date and time the children are released from school for the Winter Break until return to school after the Winter Break. However, regardless of who is scheduled to have timesharing, the Father shall enjoy Christmas Eve during odd numbered years and the Mother shall enjoy Christmas Eve during even numbered years. Christmas Eve shall consist of timesharing starting at 3:30 p.m. on December 23<sup>rd</sup> and shall end on Christmas

  
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Eve at 9:00 p.m. The Mother shall enjoy Christmas Day during odd numbered years and the Father shall enjoy Christmas Day during even numbered years. Christmas day shall consist of timesharing starting at 9:00 p.m. Christmas Eve and shall end the day after Christmas at 9:00 a.m. Further, the Father shall enjoy New Year's Eve during odd-numbered years and the Mother shall enjoy New Year's Eve during even-numbered years. New Year's Eve shall consist of timesharing starting at 6:00 p.m. the day before New Year's Eve and shall end at 6:00 p.m. New Year's Day. The Mother shall enjoy New Year's Day during odd-numbered years and the Father shall enjoy New Year's Day during even-numbered years. New Year's Day shall consist of timesharing starting at 6:00 p.m. on New Year's Day and shall end the following day at 6:00 p.m.

**5. Spring Break**

The parties agree that the Father shall have Spring Break during odd numbered years and the Mother shall have Spring Break during even numbered years. Spring Break shall begin the date and time school releases for Spring Break on Friday and shall end the following Saturday at 8:00 a.m.

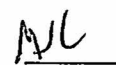
**6. Summer Break**

The parties agree they shall follow the regular schedule during the summer. However, each parent will have the opportunity to spend two weeks of non-consecutive timesharing. Therefore, each parent shall enjoy two one-week periods of timesharing which shall not be two consecutive weeks. The parties agree that if both parents agree in writing that one of the weeks can be taken outside of the Summer Timesharing. If the timesharing shall be exercised during the summer break timesharing, then the parties shall discuss no later than April 1<sup>st</sup> which weeks they are requesting. If the parties do not agree then the mother's choice takes precedence during odd numbered years and the father's choice takes precedence during even numbered years.

**7. Children's Birthday**

The parties agree to strive to allow both parents to enjoy time with the children on their birthdays. If parties cannot agree or if time does not allow, then the mother shall enjoy the

  
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oldest child's birthday and the father shall enjoy the youngest child's birthday during even-numbered years. The parties shall alternate the following year. Therefore, the mother shall enjoy the youngest child's birthday and the father shall enjoy the oldest child's birthday during odd-numbered years. The parties shall continue to alternate this schedule. If there is no school, then birthday timesharing shall begin at 8:00 a.m. until 7:00 p.m. If there is school, then the parents shall enjoy birthday timesharing from the time school releases until 7:00 p.m. The parents agree that the parent enjoying birthday timesharing shall be allowed to have both children during this time.

#### **8. Parent's Birthday**

Each parent shall have the option of enjoying their birthday with the children. The parents understand that the Father's Birthday falls on July 4<sup>th</sup> which is a holiday. The parties agree to follow the July 4<sup>th</sup> schedule. However, if the father does not have July 4<sup>th</sup> timesharing, then the parents agree that he shall have the option of enjoying his birthday timesharing the following weekend. The Father's birthday timesharing shall begin when he requests but no earlier than 8:00 a.m. until 7:00 p.m. the day he requests to enjoy his birthday timesharing. The Mother shall enjoy her birthday timesharing from either when she requests but no earlier than 8:00 a.m. or when school releases until 7:00 p.m. the day of her birthday.

#### **9. Number of Overnights:**

Based upon the time-sharing schedule, the Mother has a total of 219 overnights per year and the Father has a total of 146 overnights per year.

### **VIII. TRANSPORTATION AND EXCHANGE OF CHILDREN**

#### **1. Transportation**


The parent beginning their time-sharing shall provide transportation for the children.

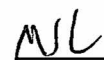
#### **2. Exchange**

Both parents shall have the children ready on time with sufficient clothing packed and ready at the agreed upon time of exchange. If a parent is more than thirty (30) minutes late without contacting the other parent to make other arrangements, the parent with the children may proceed with other plans and activities.

Exchanges shall occur at the children's school unless there is no schedule then they shall occur at the parent's home.

#### **3. Transportation Costs**

  
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Both parties shall incur their own transportation costs.

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

Either parent may travel within the United States with the children during his/her time-sharing. The parent traveling with the children shall give the other parent at least **seven (7) 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 children and parent can be reached at least **three (3) days** before traveling.

Either parent may travel out of the country with the children during his/her time-sharing. At least **fourteen (14)** days prior to traveling, the parent shall provide a detailed itinerary, including locations, and telephone numbers where the children and parent may be reached during the trip. Each parent agrees to provide whatever documentation is necessary for the other parent to take the children out of the country.

**IX. EDUCATION/EDUCATION COSTS**

- A. For purposes of school boundary determination and registration, the address of the Mother shall be used.
- B. The parties agree to reserve for the Court to decide on the financial responsibility division of the cost of the children's basic schooling costs such as: school supplies, field trips, field studies, lunch money and other costs associated with their education.

**X. DESIGNATION FOR OTHER LEGAL PURPOSES**

The children named in this Parenting Plan are scheduled to reside the majority of the time with the Mother. 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 children shall be between the parents. The parents shall not use the children as messengers to convey information, ask questions, or set up schedule changes.

The parents shall communicate with each other in person, by telephone, by e-mail or text message.

  
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**2. Between Parent and Children**

Both parents shall keep contact information current. Telephone or other electronic communication between the children 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 children may have telephone, e-mail or other electronic communication in the form of facetime with the other parent at any time.

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

Each party shall incur their own costs of electronic communication. The parties agree to reserve jurisdiction for the Court to make the determination of payment allocation of the child's cell phone and the monthly service charges which shall be supplied once the children are of age to have a cell phone.

**XII. CHILDCARE AND SUMMER CAMP COSTS**

- A. All childcare providers must be agreed upon by both parents.
- B. Each parent must offer the other parent the opportunity to care for the children before using a childcare provider for any period exceeding three hours unless at work. Furthermore, the parties agree that if the mother must travel for work, then the father shall enjoy timesharing while the mother is away. If the mother is away for five (5) days or longer, then the mother can choose to use her parents as childcare during her time. When the mother is traveling for work, the father shall be the only childcare provider for the children. If the father requires childcare when the mother is traveling, then the mother may select a childcare provider during her time-sharing even though she is traveling for work. **The parties agree that the mother's work travel schedule shall not affect any other part of this agreement.**
- C. The parties agree to reserve for the Court to decide on the financial responsibility division of the cost of the children's summer camps.

**XIII. CHANGES OR MODIFICATIONS OF THE PARENTING PLAN**

  
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Temporary changes to this Parenting Plan may be made informally without a written document; however, if the parties dispute the change, the Parenting Plan shall remain 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 children 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**

The Father is not required to undergo drug testing or alcohol testing of any sort. The Father may continue with therapy at his discretion.

Both parents must sign the pick-up form at school. Both parents must mutually agree to third parties being added to pick-up list, other than the parents.

**SIGNATURES OF PARENTS**

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: 12/19/2023

  
CANDICE M. LEGG

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: 12/19/23

  
MATTHEW J. LEGG

  
C.M.L.

  
M.J.L.

## LEGG V LEGG – EXHIBIT “B”

The parties agree that they shall work together to divide up household furniture and furnishings. If the parties are unable to agree then both parties agree that the Husband shall receive the following items from the Marital Residence:

### From the Master bedroom:

- King bed
- Dresser
- Two Nightstands
- Two TV's from master bedroom

### Living room:

- Couch
- End table
- Coffee table

### Kitchen:

- Bar height table
- Bar stool

### Office:

- Two desks
- Filing cabinet

### Foyer:

- Telephone chair
- Cabinet

### Playroom:

- Bookcase

### Elli's bedroom:

- Bed/headboards (it can be 1 king or 2 twins)

### Art:

- Glass wave art
- Metal crab piece

