

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT,  
IN AND FOR PASCO COUNTY, FLORIDA  
FAMILY LAW DIVISION**

In Re: the Marriage of  
**YORLAN ALFONSO**,  
Petitioner,

Case No.: 51-2023-DR-002765-ES

and

Division: K

**ALLISON JUNE ALFONSO**,  
Respondent.

\_\_\_\_\_ /

**FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE**

**THIS MATTER** came before this Court for hearing on July 10, 2024, upon the *Petition for Dissolution of Marriage* filed by the Petitioner/Husband, **YORLAN ALFONSO** (hereinafter referred to as the “Husband”), and the *Answer and Counter-Petition* filed by the Respondent/Wife, **ALLISON JUNE ALFONSO** (hereinafter referred to as the “Wife”). Present before the Court were the Husband and his counsel (the Wife having waived her appearance). The Court finds the parties have entered into a valid and binding *Marital Settlement Agreement* and *Parenting Plan*, and having reviewed the Court file and being otherwise duly advised in the premises, makes the following:

**FINDINGS OF FACT and RULINGS OF LAW:**

1. The Court has jurisdiction of the parties, the minor children, and the subject matter herein.
2. The Husband has been a resident of the State of Florida for at least six (6) months prior to the filing of their *Petition for Dissolution of Marriage*.
3. The parties were married on or about August 14, 2004, and have since separated as Husband and Wife.
4. The parties have two (2) child born of the marriage to wit: **SEBASTIAN EVAN ALFONSO** (hereinafter referred to as “**S.E.A.**”), born 12/17/2008, and **LIAM REID ALFONSO** (hereinafter referred to as “**L.R.A.**”), born 12/7/2010. No other children were born nor are in the process of being adopted, and no children are expected.
5. Irreconcilable differences exist and have caused the irretrievable breakdown of the marriage, and all efforts and hope of reconciliation would be impracticable and not in the best interests of the parties.
6. The parties have settled between themselves their respective rights, duties, and obligations regarding the minor child, property and liabilities, and so have entered into a written *Marital Settlement Agreement* and *Parenting Plan*. The *Marital Settlement Agreement* and the *Parenting*

*Plan*, attached hereto as **Composite Exhibit “A,”** were entered into freely and voluntarily by each party, and have been filed with the Court.

IT IS, therefore, **ORDERED AND ADJUDGED** as follows:

A. **MARRIAGE**. The parties are awarded a *Final Judgment of Dissolution of Marriage*, and the bonds of matrimony heretofore existing between **YORLAN ALFONSO** and **ALLISON JUNE ALFONSO** are hereby dissolved.

B. **AGREEMENTS**. The *Marital Settlement Agreement* (hereinafter referred to as the “*Agreement*”) and *Parenting Plan* of the parties, attached hereto as **Composite 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 *Agreement* and *Parenting Plan* are **RATIFIED, CONFIRMED, and ADOPTED** as *Orders* 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 *Agreement and Parenting Plan*. However, the *Agreement and Parenting Plan* are not merged into the *Final Judgment* and shall survive the *Final Judgment*.

#### **PARENTING**

C. **SHARED PARENTAL RESPONSIBILITY**. The parties shall confer and attempt to agree on all major decisions involving the children including but not limited to educational decisions, medical care decisions, and religious upbringing decisions.

D. **TIMESHARING**. The parties shall follow the timesharing schedule set forth in the *Parenting Plan* attached hereto as part of **Composite Exhibit “A.”**

#### **EQUITABLE DISTRIBUTION**

E. **EQUITABLE DISTRIBUTION OF MARITAL ASSETS**. The Court finds that the parties have acquired certain “Marital Assets,” as defined by Fla. Stat. § 61.075(5)(a), that the parties’ agreed division of their Marital Assets as set out in their *Agreement* is equitable, and from this date on, neither party shall have any claim to any property currently in the possession of the other party unless otherwise specified in the *Agreement*.

F. **EQUITABLE DISTRIBUTION OF MARITAL LIABILITIES**. The Court finds that the parties have acquired certain “Marital Liabilities,” as defined by Fla. Stat. § 61.075(5)(a), that the parties’ agreed division of their Marital Liabilities as set out in their *Agreement* is equitable, and, from this date on, neither party shall incur any obligations for which the other may be liable unless otherwise specified in the *Agreement*.

G. **REAL PROPERTY.**

1) The parties are the owners of real property located at 27207 Laurel Chase Lane, Wesley Chapel, Pasco County, Florida 33544, hereinafter referred to as the “Marital Home” and more particularly described as follows:

**Lot 4, Block 17, Seven Oaks, Parcels S-11 and S-15, according to the map or plat thereof, as recorded in Plat Book 42, Pages 62 through 74, inclusive, of the Public Records of Pasco County, Florida.**

**PIN: 25-26-19-0020-01700-0040**

**Address: 27207 Laurel Chase Lane, Wesley Chapel, FL 33544**

2) The Husband shall have exclusive use, possession, occupancy, and ownership of the Marital Home. The Husband shall be responsible for all expenses associated with the Marital Home, including but not limited to the mortgage, utilities, taxes, homeowners’ association expenses (if any), liens, and insurance, and he shall hold the Wife harmless from any liability thereon.

3) Within thirty (30) days of the entry of the Final Judgment in this matter, the Wife shall provide the Husband with a fully executed Quitclaim Deed for the Husband to file in the public records of Pasco County. Absent compliance with the Wife’s complete execution of the referenced Quitclaim Deed, the Final Judgment shall service as the Wife’s conveyance of her right, title, and interest in the Marital Home to the Husband and same shall be self-executing upon the entry of the Final Judgment of Dissolution of Marriage.

4) The Husband shall refinance the mortgage on the marital home within 12 months of the entry of the Final Judgment, or upon interest rates on 15-year fixed mortgages dropping to 3.5%, whichever occurs sooner. If the Husband is unable to refinance the marital home, the property shall be sold and the Husband shall be responsible for any deficiency, or shall retain any surplus, from the sale following the usual and routine costs and expenses of the sale.

H. **AUTOMOBILES.**

1) The Wife shall receive as her sole and exclusive property the 2020 Jeep Compass. The Husband shall waive any and all interest he may have in and to the 2020 Jeep Compass which is primarily driven by the Wife. The Husband shall transfer his interest, if any, to the Wife and the Wife shall hold the Husband harmless and indemnify the Husband from any liability thereon.

2) The Husband shall receive as his sole and exclusive property the 2019 Nissan Pathfinder. The Wife shall waive any and all interest she may have in and to the 2019 Nissan Pathfinder which is primarily driven by the Husband. The Wife shall transfer her interest to the Husband, if any, and the Husband shall hold the Wife harmless and indemnify the Wife from any liability thereon.

I. **BANK ACCOUNTS.** Except as specifically indicated in their *Agreement* attached hereto as part of **Composite Exhibit “A,”** the parties shall have no rights or interest, except as set forth

above, to the other party's bank accounts and/or any other banking assets held in each party's individual names

J. **INVESTMENT ACCOUNTS.** Except as specifically indicated in their *Agreement* attached hereto as part of **Composite Exhibit "A,"** the parties shall have no rights or interest, except as set forth above, to the other party's investment accounts, stock accounts, trade accounts, bonds, mutual funds, and/or any other investment assets held in each party's individual names

K. **RETIREMENT ACCOUNTS.** Except as specifically indicated in their *Agreement* attached hereto as part of **Composite Exhibit "A,"** the parties shall have no rights or interest, except as set forth above, to the other party's retirement accounts, 401(k) plans, deferred compensation plans, stocks, bonds, pension plans, savings accounts, IRAs, mutual funds, and/or any other retirement assets held in each party's individual names

### **ALIMONY**

L. The Parties, now and forever, waive any and all claims for alimony or support of any kind, except as set forth above, including but not limited to, durational, bridge-the-gap, rehabilitative, and temporary. Also, both Parties waive the ability to modify this waiver pursuant to *Harmon v. Harmon*, 629 So.2d 1011 (Fla. 4th DCA 1993). This waiver has been entered into freely and voluntarily with full knowledge and understanding as to any future consequences to a permanent waiver of alimony or support of any kind.

### **CHILD SUPPORT**

M. **ONGOING CHILD SUPPORT.** Child support worksheets for two minor children and then for one minor child reflecting the amounts of child support due pursuant to the Florida Statutes are attached hereto and incorporated by reference as part of **Composite Exhibit "A."** The monthly amounts due and owing are de minimis and the parties agree that, currently, no child support is due and owing from either party to either party. The parties agree that this is in the best interests of the children. Each party's obligation to pay child support shall terminate as each child attains the age of eighteen while not in high school or after the eighteenth birthday with an expectation to graduate high school prior to the nineteenth birthday, upon the children becoming self-supporting or emancipating prior to their eighteenth birthday, whichever occurs first. The parties agree that any change to either parties' income is a substantial change in circumstances warranting a modification of child support.

N. **RETROACTIVE CHILD SUPPORT.** No retroactive child support is due and owing from either party to either party.

O. **HEALTH AND DENTAL INSURANCE.** The Husband shall be responsible for payment of the premiums associated with the children's health and dental insurance coverage as long as it is reasonably available to the Husband through his employer and the children are dependent as detailed above. The Husband shall notify the Wife of any change in insurance coverage. In the event of a change in insurance coverage, the Husband shall provide copies of the children's insurance cards to the Wife and the Husband shall notify such insurance carriers of the right of the Wife to obtain any and all information requested by her regarding the minor children. The parties

shall divide, on a pro rata basis, (Wife 50% - Husband 50%) the cost of all reasonable and necessary medical, dental, prescriptive, psychiatric, psychological, ocular and orthodontic expenses which are not covered by the Husband's insurance policies. In the event that a Party is required to pay any advance sums to health care providers for the benefit of the children, then the party who advanced the funds shall promptly furnish receipts to the other party upon payment of said expense. Such payment shall be reimbursed within fifteen (15) days of the date such receipts are furnished. Both parties shall cooperate together in submitting claims for reimbursement to insurance carriers.

P. **TAX EXEMPTIONS.** The Wife shall be entitled to claim any and all tax credits and dependency exemptions for the minor child **S.E.A.** each and every year. The Husband shall be entitled to claim any and all tax credits and dependency exemptions for the minor child **L.R.A.** each and every year. The parties shall cooperate in executing any and all Internal Revenue Service forms, including but not limited to Form 8332, to permit these exemptions in each year.

### **MISCELLANEOUS**

Q. **ATTORNEY FEES.** Except as outlined in the *Agreement*, the Parties shall each pay their own attorney's fees and costs in connection with this Dissolution of Marriage proceeding.

R. **ADDITIONAL 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* or the *Agreement*, and (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* or the *Agreement*.

S. **TERMINATION OF INTERESTS.** Any right, claim, demand or interest of the parties in and to the property of the other, whether real, personal or mixed, of whatever kind and nature and wherever situated, including but not limited to homestead, succession and inheritance arising out of the marital relationship existing between the parties hereto, except as expressly set forth or arising out of said *Agreement*, is forever barred and terminated.

T. **RETENTION OF JURISDICTION.** The Court specifically retains jurisdiction to enter any orders necessary to effectuate the terms of the Final Judgment, and to modify and/or enforce this *Final Judgment Dissolution of Marriage* and the terms and conditions of the parties' *Marital Settlement Agreement*, *Parenting Plan*, and to enforce any charging liens herein.

**DONE AND ORDERED** in Court at Dade City, Pasco County, Florida on this

\_\_\_\_\_.  
Electronically Conformed 7/11/2024

Alicia Polk

\_\_\_\_\_  
**THE HONORABLE ALICIA POLK,**  
Circuit Court Judge

Conformed copies furnished to:

Wife  
Husband  
Robert Sparks Attorneys, PLLC  
Hunter Law, P.A.

# Composite Exhibit "A"

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT,  
IN AND FOR PASCO COUNTY, FLORIDA  
FAMILY LAW DIVISION

In Re: the Marriage of

**YORLAN ALFONSO,**  
Petitioner,

and

**ALLISON JUNE ALFONSO,**  
Respondent.

Case No.: 51-2023-DR-002765-ES

Division: K

**MARITAL SETTLEMENT AGREEMENT**

**THIS AGREEMENT** is entered into by and between the Petitioner/Husband, **YORLAN ALFONSO** (hereinafter referred to as the "Husband"), and the Respondent/Wife, **ALLISON JUNE ALFONSO** (hereinafter referred to as the "Wife"), and collectively referred to as "the Parties."

**WITNESSETH:**

**WHEREAS**, the Parties were married to each other on August 14, 2004, and have since separated as Husband and Wife.

**WHEREAS**, there were two children born of this marriage, namely: **S.A.**, a son, born in 2008, and **L.A.**, born in 2010. No other children were born nor adopted of the marriage, and none are expected.

**WHEREAS**, the Parties acknowledge that irreconcilable differences exist and that their marriage is irretrievably broken. In view of their intention to continue to live apart, they desire to settle their respective marital rights and obligations.

**WHEREAS**, each of the Parties, believing this Agreement to be fair, just and reasonable, has assented freely and voluntarily to its terms.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants, promises and undertakings herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged between the Parties, the said Parties have agreed and do hereby agree as follows:

**SEPARATION**

At all times hereafter, each party shall live and continue to live separate and apart at such place or places as he or she may from time to time choose or deem fit. Each party shall be free

AJA  
AJA

JA  
YA

from interference, authority and control, direct and indirect, by the other as if he or she was single and unmarried. Neither party shall molest the other, interfere with the peace and comfort of the other, or compel, or seek to compel, the other to associate, cohabit or deal with the other.

## PARENTING

### Shared Parental Responsibility.

It is in the best interests of the child that the parents share parental responsibility of their children, with the parties to confer and jointly 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.

### Parenting Plan.

The parties have entered into a Parenting Plan filed separately in this matter and copies of which are attached hereto as **Exhibit "A,"** and 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 interests of the child and represents the parties' agreement regarding their responsibilities for the daily tasks associated with the upbringing of the child, including decision-making, time-sharing, transportation, communication.

## EQUITABLE DISTRIBUTION OF MARITAL ASSETS

### Marital Home

The parties are the owners of real property located at 27207 Laurel Chase Lane, Wesley Chapel, Pasco County, Florida 33544, hereinafter referred to as the "Marital Home" and more particularly described as follows:

**Lot 4, Block 17, Seven Oaks, Parcels S-11 and S-15, according to the map or plat thereof, as recorded in Plat Book 42, Pages 62 through 74, inclusive, of the Public Records of Pasco County, Florida.**

PIN: 25-26-19-0020-01700-0040

**Address:** 27207 Laurel Chase Lane, Wesley Chapel, FL 33544

The Parties agree that the Husband shall have exclusive use, possession, occupancy, and ownership of the Marital Home. The Husband shall be responsible for all expenses associated with the Marital Home, including but not limited to the mortgage, utilities, taxes, homeowners' association expenses (if any), liens, and insurance, and he shall hold the Wife harmless from any liability thereon.

Within thirty (30) days of the entry of the Final Judgment in this matter, the Wife shall provide the Husband with a fully executed Quitclaim Deed for the Husband to file in the public records of Pasco County. Absent compliance with the Wife's complete execution of the referenced

AJA  
AJA

*Yorlan v. Yorlan*, 6th Judicial Circuit Case No. 51-2023-DR-002765-ES Div. K

**Marital Settlement Agreement**

Page 2 of 11

  
YA

Quitclaim Deed, the Final Judgment shall service as the Wife's conveyance of her right, title, and interest in the Marital Home to the Husband and same shall be self-executing upon the entry of the Final Judgment of Dissolution of Marriage.

The Husband shall refinance the mortgage on the marital home within 12 months of the entry of the Final Judgment, or upon interest rates on 15-year fixed mortgages dropping to 3.5%, whichever occurs sooner. If the Husband is unable to refinance the marital home, the property shall be sold and the Husband shall be responsible for any deficiency, or shall retain any surplus, from the sale following the usual and routine costs and expenses of the sale.

### **Automobiles**

The Wife shall receive as her sole and exclusive property the 2020 Jeep Compass. The Husband shall waive any and all interest he may have in and to the 2020 Jeep Compass which is primarily driven by the Wife. The Husband shall transfer his interest, if any, to the Wife and the Wife shall hold the Husband harmless and indemnify the Husband from any liability thereon.

The Husband shall receive as his sole and exclusive property the 2019 Nissan Pathfinder. The Wife shall waive any and all interest she may have in and to the 2019 Nissan Pathfinder which is primarily driven by the Husband. The Wife shall transfer her interest to the Husband, if any, and the Husband shall hold the Wife harmless and indemnify the Wife from any liability thereon.

### **Household Contents**

By this agreement, each party shall remain the sole owner of his or her personal effects, jewelry, clothing, and related items. The parties shall amicably divide any remaining personal property in the Marital Home prior to the entry of the Final Judgment. Upon disagreement, the parties shall return to mediation and resolve their differences prior to the entry of the Final Judgment. Following entry of the Final Judgment, each party shall have and retain the personal property in their possession, and same shall be and hereafter remain the parties' respective sole exclusive property.

### **Retirement/Investment Accounts**

The Wife shall have her Fidelity 401(k) account.

The Wife shall have her Vanguard Roth IRA account x7245.

The Husband shall have the Fidelity Brokerage account x1609.

The Husband shall have the Fidelity Roth IRA account x3961.

The Husband shall have the Fidelity Traditional IRA account x4518.

The Husband shall have the balance of the Principal 401(k) account x5865, after \$377,614.00 is transferred to the Wife via a Qualified Domestic Relations Order (QDRO) or other acceptable order. The parties shall use an attorney or other provider to prepare this order at the



Husband's selection, initiated within thirty (30) days of the entry of the Final Judgment, and at the Husband's sole expense.

The Husband shall maintain the Vanguard 529 plans for the minor child S.A. (account x9802-02 and L.A. (account x9802-03).

The Husband shall have the \$20,000.00 investment in Yoel's company.

The parties shall equally divide any deferred compensation the Husband receives from the sale of EMSI.

### **Bank Accounts**

The Wife shall have the Bank of America Checking account x0316.

The Husband shall have the Bank of America Checking account x4487.

The Husband shall have the Capital One Savings account x4422 from which he will transfer the sum of \$252,404.50 to the Wife, one-half to the Wife within thirty (30) days, and the remaining balance to the Wife within sixty (60) days, of the entry of the Final Judgment in this matter.

The Husband shall maintain the Capital One Savings account x0400 for the benefit of L.A.

The Husband shall maintain the Capital One Savings account x1003 for the benefit of S.A.

The Husband shall have the Fidelity Health Savings Acct account x9934.

The Joint Capital One Savings account x3762 shall be closed and any funds remaining therein equally divided between the parties.

The Joint Capital One Checking account x1176 shall be closed and any funds remaining therein equally divided between the parties.

Except as otherwise indicated herein, by this Agreement, each party shall remain the sole owner of any bank accounts listed in their respective names, including but not limited to checking accounts, savings accounts, or money market accounts. The Parties further agree that there are no joint bank accounts currently in both Parties names however, if any are found to be in existence, the joint accounts shall be canceled and any funds within the accounts shall be equally divided between the Parties.

### **Debts and Liabilities**

As indicated hereinabove, the Husband shall be responsible for the Citizens Mortgage on the Martial Home.

As indicated hereinabove, the Wife shall be responsible for the CarMax loan on the 2020 Jeep Compass.

AJA  
AJA

YA  
YA

The Wife shall be responsible for the Capital One MasterCard account x6429 and the Wife shall hold the Husband harmless and indemnify the Husband from any liability thereon.

The Husband shall be responsible for the Southwest Visa account x0836 and the Husband shall hold the Wife harmless and indemnify the Wife from any liability thereon.

The Husband shall be responsible for the Upromise MasterCard account x1838 and the Husband shall hold the Wife harmless and indemnify the Wife from any liability thereon.

The Husband shall be responsible for the Chase Freedom Visa account x9342 and the Wife shall hold the Husband harmless and indemnify the Husband from any liability thereon.

The Husband shall be responsible for the Chase Sapphire Visa account x3984 and the Wife shall hold the Husband harmless and indemnify the Husband from any liability thereon.

The Wife shall be responsible for the Citi MasterCard account x1115 and the Wife shall hold the Husband harmless and indemnify the Husband from any liability thereon.

The Husband shall be responsible for the Disney Visa account x4582 and the Husband shall hold the Wife harmless and indemnify the Wife from any liability thereon.

The Husband shall be responsible for the Fidelity Visa account x4462 and the Husband shall hold the Wife harmless and indemnify the Wife from any liability thereon.

The Husband shall be responsible for the Marriott Visa account x7825 and the Husband shall hold the Wife harmless and indemnify the Wife from any liability thereon.

H's 401(k)/IRA Tax Liability. The Husband shall be responsible for any tax liability associated with his 401(k)/IRA accounts resulting from this distribution.

W's 401(k)/IRA Tax Liability. The Wife shall be responsible for any tax liability associated with her 401(k)/IRA accounts resulting from this distribution.

Other than mentioned herein, the parties acknowledge that they have no other joint marital debts and liabilities. The parties agree that whatever debts are currently in their respective names shall be the responsibility of the person which holds the debt. The parties agree that whatever debt he or she now incurs in their respective names shall henceforth be considered their sole and separate debt. Any debt incurred from the date of filing forward shall be the responsibility of the party incurring the debt and said party shall hold the other harmless from any liability thereon.

**Schedule of Equitable Distribution**

The distributions of the assets and liabilities described hereinabove are annotated on the Schedule of Equitable Distribution (hereinafter referred to as the "SED"), a copy of which is attached hereto as **Exhibit "B."**

## **Equalization**

As reflected on the SED at **Exhibit “B”**, an equalization payment is due and owing from the Husband to the Wife. The parties agree this equalization has been previously accomplished, considering the Husband’s contributions to the Wife’s attorneys fees from October 2023, January 2024, and February 2024, funds provided to the Wife from the Husband as and for her TY2023 federal tax liability, miscellaneous funds transferred from the Husband to the Wife, children’s expenses paid solely by the Husband, and funds withdrawn from the Wife’s accounts in 2023. The parties agree these considerations exceed the equalization figure on the SED.

## **ALIMONY**

In consideration of the mutual covenants and conditions of this Marital Settlement Agreement, both the Husband and the Wife waive any and all claims for alimony of any kind, including but not limited to, durational, bridge-the-gap, rehabilitative, and temporary, whether paid in periodic form or in lumpsum. Also, both Parties waive the ability to modify this waiver pursuant to *Harmon v. Harmon*, 629 So.2d 1011 (Fla. 4th DCA 1993).

## **CHILD SUPPORT**

### **On-Going Child Support**

Child support worksheets for two minor children and then for one minor child reflecting the amounts of child support due pursuant to the Florida Statutes are attached hereto and incorporated by reference as **Composite Exhibit “C.”** The monthly amounts due and owing are de minimis and the parties agree that, currently, no child support is due and owing from either party to either party. The parties agree that this is in the best interests of the children.

Each party’s obligation to pay child support shall terminate as each child attains the age of eighteen while not in high school or after the eighteenth birthday with an expectation to graduate high school prior to the nineteenth birthday, upon the children becoming self-supporting or emancipating prior to their eighteenth birthday, whichever occurs first.

The parties agree that any change to either parties’ income is a substantial change in circumstances warranting a modification of child support.

### **Retroactive Child Support**

The parties agree that no retroactive child support is due and owing from either party to either party.

### **Health and Dental Insurance**

The Husband shall be responsible for payment of the premiums associated with the children’s health and dental insurance coverage as long as it is reasonably available to the Husband through his employer and the children are dependent as detailed above. The Husband shall notify the Wife of any change in insurance coverage. In the event of a change in insurance coverage, the

AJA  
AJA

YA  
YA

Husband shall provide copies of the children's insurance cards to the Wife and the Husband shall notify such insurance carriers of the right of the Wife to obtain any and all information requested by her regarding the minor children.

The parties shall divide, on a pro rata basis, (Wife 50% - Husband 50%) the cost of all reasonable and necessary medical, dental, prescriptive, psychiatric, psychological, ocular and orthodontic expenses which are not covered by the Husband's insurance policies.

In the event that a Party is required to pay any advance sums to health care providers for the benefit of the children, then the party who advanced the funds shall promptly furnish receipts to the other party upon payment of said expense. Such payment shall be reimbursed within fifteen (15) days of the date such receipts are furnished. Both parties shall cooperate together in submitting claims for reimbursement to insurance carriers.

### **Tax Exemptions**

The Wife shall be entitled to claim any and all tax credits and dependency exemptions for the minor child **S.A.** each and every year. The Husband shall be entitled to claim any and all tax credits and dependency exemptions for the minor child **L.A.** each and every year. The parties shall cooperate in executing any and all Internal Revenue Service forms, including but not limited to Form 8332, to permit these exemptions in each year.

## **MISCELLANEOUS**

### **Attorney's Fees and Costs**

The Parties shall each pay their own attorney's fees and costs in connection with the negotiations of this Agreement and subsequent Dissolution of Marriage proceedings.

### **Separate Property**

Except as otherwise provided herein, the Parties agree that whatever property he or she now owns or may hereafter have or acquire in their respective names shall henceforth be considered their sole and separate property.

### **Execution of Documents**

Each party, upon the request of the other, shall execute any and all further instruments, in writing, which will be necessary to make this Agreement effective according to its spirit and intent, and in carrying out its terms and provisions as contemplated herein.

### **Tax Advice Clause**

The Parties hereby acknowledge and agree that each has had the opportunity to retain his or her own accountants, certified public accountants, tax advisor, and/or tax attorney with reference to the tax implications of this Agreement. Further, both Parties hereby acknowledge that neither has relied upon the tax advice that may or may not have been given by their respective

attorneys who have represented them in negotiating this Agreement and their Dissolution of Marriage proceedings.

Further, both Parties hereby acknowledge that each had been advised by their respective attorney to seek his or her own independent tax advice by retaining an accountant, tax attorney or tax advisor with reference to the tax implications involved in this Agreement. Further, the Parties acknowledge and agree that their signatures on this Agreement serve as their acknowledgment that they have read this particular paragraph and have had the opportunity to seek independent tax advice.

### **Non-Taxable Transfer**

It is the intention of the Parties that all transfers of property made pursuant to this Agreement shall be transfers of property incident to a divorce and related to the cessation of their marriage and as equitable distribution of property, as those terms are used in the Internal Revenue Code Section 1041 and the Treasury Regulations pertaining thereto; and, as such, transfers shall be non-taxable transfers involving no recognition of gain or loss by either party unless otherwise provided herein.

### **Violation of Marital Settlement Agreement**

Both parties agree that the court shall reserve jurisdiction for the purpose of enforcing the provisions contained in this Agreement. In the event of an enforcement and/or contempt proceeding, the prevailing party shall be entitled to reimbursement of their reasonable attorneys associated with that action.

### **Mutual Releases**

Except as otherwise provided herein, each party waives, releases and relinquishes all rights that he or she may have or may hereafter acquire as the other party's spouse under the present or future laws of any jurisdiction, including, but not limited to the following:

- A. To elect to take against any will or codicil of the other party now or hereafter in force;
- B. to share in the other party's estate; or
- C. to act as Personal Representative of the other party's estate.

### **Subsequent Dissolution of Marriage**

The Parties acknowledge that this Agreement, fully executed by each party, shall be submitted to the Court in any dissolution of marriage action and shall govern all rights and interests of and between the Parties upon dissolution of their marriage. This Agreement shall be offered in evidence by either party and if acceptable to the Court, shall be incorporated by reference in any judgment that may be rendered. However, incorporation into any judgment shall not prevent the independent survival of this Agreement, which shall be binding on the Parties for all time.

AJA  
AJA

  
YA

## **Representations**

The Parties represent to each other:

A. Each party has received or is entitled to receive independent legal advice by counsel of his or her own selection in the negotiation of this Agreement. The Wife has been represented by Jonathan W. Newlon, Esq., of Robert Sparks Attorneys PLLC, and the Husband has been represented by Regina P. Hunter, Esq., of Hunter Law, P.A. Each fully understands the facts and is fully aware of his and her legal rights and obligations, and each is signing this Agreement freely and voluntarily, intending to be bound by it. Each party is well-satisfied by the representation of their respective counsel.

B. Each party acknowledges and agrees that each is aware of the current financial condition of the other. Accordingly, by this Agreement each party waives and relinquishes the right to a full and complete financial disclosure from the other.

C. Each party understands and agrees that this Agreement constitutes the entire contract of the Parties. It supersedes any prior understandings or agreements between them. There are no representations or warranties other than those expressly set forth herein.

D. Each party warrants to the other that there are no other debts, and should there be any debts that surface after the execution this Agreement that the party who incurred the debt shall be solely responsible for same and shall indemnify and hold the other party harmless therefrom.

## **OTHER**

The title headings used in this Agreement are solely for convenience. The title headings do not constitute terms of this Agreement and shall neither expand, limit or modify the terms of this Agreement nor be considered to construe the intent of this Agreement or the Parties hereto.

This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

The failure of a party to insist on strict performance of any provision of this Agreement is not a waiver of any other or subsequent breach.

## **Mediation**

The Parties agree that should a discrepancy or disagreement occur with respect to the time sharing and/or access schedule as set out in the attached Parenting Plan, that then and in that event, the Parties will, prior to seeking remedy in the Courts, submit to mediation in an effort to avoid unnecessary and costly attorney's fees and costs, each to the other.

## **Enforcement and Reservation of Jurisdiction**

The Court shall reserve jurisdiction of the Parties and of the subject matter hereof for purposes of enforcement.

  
AJA

  
YA

**Verifications**

The verifications of the parties are on the following pages.

**PARTY VERIFICATIONS**

**IN WITNESS WHEREOF**, the Parties have executed this Marital Settlement Agreement on the day and year last written below.

**HUSBAND'S VERIFICATION**

I, **YORLAN ALFONSO**, the Petitioner/Husband, certify that I have been open and honest in entering into this Settlement Agreement. I am satisfied with this Agreement and intend to be bound by it.

Dated: 06/26/2024

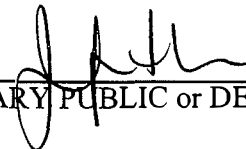
  
\_\_\_\_\_  
**YORLAN ALFONSO,**  
Petitioner/Husband

**STATE OF FLORIDA**

**COUNTY OF** Hillsborough

**SWORN TO AND SUBSCRIBED** before me,  by means of physical presence or  by means of online presence, by **YORLAN ALFONSO**, who  is personally known or  has produced the following identification \_\_\_\_\_, on 06/26/2024.

(SEAL)

  
\_\_\_\_\_  
NOTARY PUBLIC or DEPUTY CLERK



**JENNIFER HEARN**  
Notary Public  
State of Florida  
Comm# HH477353  
Expires 1/3/2028

[The remainder of this page is intentionally left blank.]

**WIFE'S VERIFICATION**

I, **ALLISON JUNE ALFONSO**, the Respondent/Wife, certify that I have been open and honest in entering into this Settlement Agreement. I am satisfied with this Agreement and intend to be bound by it.

Dated: 06/25/2024

Allison J Alfonso  
**ALLISON JUNE ALFONSO,**  
Respondent/Wife

**STATE OF FLORIDA**

**COUNTY OF** Pasco

**SWORN TO AND SUBSCRIBED** before me,  by means of physical presence or  by means of online presence, by **ALLISON JUNE ALFONSO**, who  is personally known or  has produced the following identification \_\_\_\_\_, on \_\_\_\_\_.



Margaret D. Foley  
NOTARY PUBLIC or DEPUTY CLERK

[End of Settlement Agreement – Exhibits to Follow.]

AJA  
AJA

JA  
YA



**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT,  
IN AND FOR PASCO COUNTY, FLORIDA  
FAMILY LAW DIVISION**

In Re: the Marriage of

**YORLAN ALFONSO,**  
Petitioner,

Case No.: 51-2023-DR-002765-ES

and

Division: K

**ALLISON JUNE ALFONSO,**  
Respondent.

\_\_\_\_\_ /

**PARENTING PLAN**

This Parenting Plan is a parenting plan submitted to the court by the agreement of the parties. This Parenting Plan is a final parenting plan established by the court.

**I. PARENTS**

Petitioner, hereinafter referred to in this Parenting Plan as the: **Mother**  
Name: **ALLISON JUNE ALFONSO**  
Address: 2510 Fonseca Court, #105, Wesley Chapel, FL 33544  
Telephone Number: (813) 892-3635  
E-Mail: allisonalfonso@gmail.com

Respondent, hereinafter referred to in this Parenting Plan as the: **Father**  
Name: **YORLAN ALFONSO**  
Address: 27207 Laurel Chase Lane, Wesley Chapel, FL 33544  
Telephone Number: (813) 892-6610  
E-Mail: yalfonso@wecontrolpain.com

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

| <u>Initials</u> | <u>Year of Birth</u> |
|-----------------|----------------------|
| S.A.            | 2008                 |
| L.A.            | 2010                 |

**III. JURISDICTION**

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

The State of Florida is the children’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. §§ 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. **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'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 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**

a. Either parent may register the children and allow them to participate in the activity of the children's choice during that parent's timesharing. The parents must mutually agree to all extra-curricular activities that impact the other parent's timesharing or for which cost-sharing is sought.

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

#### 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 children.

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 April 1st of each year, both parents should obtain a copy of the school calendar for the next school year. The parents shall discuss the calendars and the time-sharing schedule so that any differences or questions can be resolved.

The parents shall follow the school calendar of the Pasco County schools attended by the minor children.

### 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 seven (7) days before the change is to occur. A parent requesting a change of schedule shall be responsible for any additional childcare or transportation costs caused by the change.

## VII. TIME-SHARING SCHEDULE

1. **General Schedule.** Effective the first weekend following the complete execution of the Marital Settlement Agreement and this Parenting Plan, the Mother shall have timesharing with the minor children every other weekend from after school (or 4:00 p.m. if school is not in session) until she returns the children to school Monday morning (or the Father's home not later than 9:00 a.m. if school is not in session). The Father shall have timesharing with the minor children at all times the children are not sharing time with the Mother.

2. **Holiday Schedule.**

The Holiday schedule will take priority over the General Schedule. Holiday time-sharing shall be as the parties agree.

3. **Three Weekends in a Row:** When the parents are using an alternating weekend plan and the holiday schedule would result in one parent having the children for three weekends in a row, the parents will exchange the following weekend, so that each has two weekends in a row before the regular alternating weekend pattern resumes.

4. **Unspecified Holidays/Non-School Days.** If a parent has the children on a weekend immediately before or after an unspecified holiday or non-school day, they shall have the children for the holiday or non-school day, too.

5. **Number of Overnights.** Based upon the time-sharing schedule, the Mother has a total of 118 overnights per year and the Father has a total of 247 overnights per year

**VIII. TRANSPORTATION AND EXCHANGE OF CHILDREN**

1. **Transportation.** Except as indicated herein, 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 60 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 be at the school or the parent's homes.

3. **Transportation Costs.** Each parent shall bear their own costs for transportation.

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

a. 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 7 days written notice before traveling out of state unless there is an emergency and shall provide the other parent with contact information for use while traveling.

b. Either parent may travel out of the country with the children during his/her time-sharing. At least 30 days prior to traveling, the parent shall provide a detailed itinerary, including locations, and telephone numbers where the 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**

**School designation.** For purposes of school boundary determination and registration, the parties shall consider and agree on the parents' address that is most conducive for the quality of

the children's education, schedules, and travel. In the event of disagreement, the address of the Father shall be used.

#### X. DESIGNATION FOR OTHER LEGAL PURPOSES

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

#### XI. COMMUNICATION

##### 1. Between Parents

All communications regarding the children shall be between the parents. The parents shall not use the children as messengers.

The parents shall communicate with each other:

in person

by telephone

by letter

by e-mail

Other: Skype, Facetime, or other similar Internet means

##### 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 Skype, Facetime, or other similar Internet means with the other parent at any time.

3. **Costs of Electronic Communication:** Each parent shall bear their own costs for communications with the other parent and with the children.

#### XII. CHILD CARE

Either party may select appropriate childcare providers.

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

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 child is subject to and must be sought in compliance with Fla. Stat. § 61.13001.

**XV. DISPUTES OR CONFLICT RESOLUTION**

Parents shall attempt to cooperatively resolve any disputes which may arise over the terms of the 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. SIGNATURES**

**Mother**

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

Dated: 06/25/2024

Allison J Alfonso  
Allison J Alfonso (Jun 25, 2024 22:11 EST)  
**ALLISON JUNE ALFONSO, Mother**

**Father**

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

Dated: 06/26/2024

Yorlan Alfonso  
**YORLAN ALFONSO, Father**

**EQUITABLE DISTRIBUTION  
 WORKSHEET**

| ASSETS  |                |             |             |                    |               |               |                |              |
|---|----------------|-------------|-------------|--------------------|---------------|---------------|----------------|--------------|
| ASSETS  | VALUE          | VAL. DATE   | NON-MARITAL |                    | LIEN          | MARITAL       |                |              |
|   |                |             | HUSBAND     | WIFE               |               | HUSBAND       | WIFE           |              |
| <b>Banks/Cash</b>                             |                |             |             |                    |               |               |                |              |
| Minor Children's                              |                |             |             |                    |               |               |                |              |
| Joint Capital One Savings Acct x3762          | \$ 101.00      |             |             |                    |               | \$ 50.50      | \$ 50.50       |              |
| Joint Capital One Checking Acct x1176         | \$ 0.21        |             |             |                    |               | \$ 0.11       | \$ 0.11        |              |
| W's B of A Checking Acct x0316                | \$ 9,384.00    | 9/6/2023    |             |                    |               |               | \$ 9,384.00    |              |
| H's B of A Checking Acct x4487                | \$ 1,500.00    |             |             |                    |               | \$ 1,500.00   |                |              |
| H's Capital One Savings Acct x4422            | \$ 339,644.00  | 6/1/2023    |             |                    |               | \$ 72,853.85  | \$ 266,790.16  |              |
| H's Capital One Savings Acct x0400 (FBO L.A.) | \$ 1,267.00    |             |             |                    | \$ 1,267.00   |               |                |              |
| H's Capital One Savings Acct x1003 (FBO S.A.) | \$ 1,028.00    |             |             |                    | \$ 1,028.00   |               |                |              |
| H's Fidelity Health Savings Acct x9934        | \$ 28,124.00   | 5/31/2023   |             |                    |               | \$ 28,124.00  |                |              |
| <b>Automobiles</b>                            |                |             |             |                    |               |               |                |              |
| H's 2019 Nissan Pathfinder                    | \$ 16,000.00   |             |             |                    |               | \$ 16,000.00  |                |              |
| W's 2020 Jeep Compass                         | \$ 26,000.00   |             |             |                    |               |               | \$ 26,000.00   |              |
| 2016 GMC Terrain (Totaled Nov. 2022)          | \$ -           |             |             |                    |               |               |                |              |
| <b>Investments/Retirement</b>                 |                |             |             |                    |               |               |                |              |
| Minor Children's                              |                |             |             |                    |               |               |                |              |
| H's Fidelity Brokerage Account x1609          | \$ 25,912.00   |             |             |                    |               | \$ 25,912.00  |                |              |
| H's Fidelity Roth IRA Acct x3961              | \$ 79,911.00   |             |             |                    |               | \$ 79,911.00  |                |              |
| H's Fidelity Traditional IRA Acct x4518       | \$ 11,897.00   |             |             |                    |               | \$ 11,897.00  |                |              |
| H's Principal 401(k) Acct x5865               | \$ 657,614.00  |             |             |                    |               | \$ 280,000.00 | \$ 377,614.00  |              |
| H's Vanguard 529 Acct 9802-02 (FBO S.A.)      | \$ 15,274.29   |             |             |                    | \$ 15,274.29  |               |                |              |
| H's Vanguard 529 Acct 9802-03 (FBO L.A.)      | \$ 13,281.55   |             |             |                    | \$ 13,281.55  |               |                |              |
| W's Fidelity 401(k) Acct x—                   | \$ 157,782.00  | 9/26/2023   |             |                    |               |               | \$ 157,782.00  |              |
| W's Vanguard Roth IRA Acct x7245              | \$ 82,646.00   | 8/31/2023   |             |                    |               |               | \$ 82,646.00   |              |
| <b>Real Property</b>                          |                |             |             |                    |               |               |                |              |
| 27207 Laurel Chase (Primary Residence)        | \$ 780,000.00  |             |             |                    |               | \$ 780,000.00 |                |              |
| <b>Personalty</b>                             |                |             |             |                    |               |               |                |              |
| Personal Property (Jewelry & Furniture)       | \$ 21,888.00   |             |             |                    |               | \$ 11,396.00  | \$ 10,492.00   |              |
| <b>Business/Investment</b>                    |                |             |             |                    |               |               |                |              |
| H's Investment in Yoef's Company              | \$ 20,000.00   |             |             |                    |               | \$ 20,000.00  |                |              |
| H's EMSI Deferred Compensation                | Not Determined |             |             |                    |               | \$ -          |                |              |
| <b>Other</b>                                  |                |             |             |                    |               |               |                |              |
| Minor Children's                              |                |             |             |                    |               |               |                |              |
| Credit Card Points to be used FBO Children    | Not Determined |             |             |                    |               | \$ -          | \$ -           |              |
| W's Early ED Credit                           | \$ -           |             |             |                    |               |               | \$ -           |              |
| Minor Children's                              |                |             |             |                    |               |               |                |              |
| <b>TOTALS</b>                                 | \$2,289,254.05 |             | \$0.00      | \$0.00             |               | \$30,850.84   | \$1,327,644.45 | \$930,758.76 |
| LIABILITIES                                   |                |             |             |                    |               |               |                |              |
| LIABILITIES                                   | VALUE          | VAL. DATE   | NON-MARITAL |                    | LIEN          | MARITAL       |                |              |
|   |                |             | HUSBAND     | WIFE               |               | HUSBAND       | WIFE           |              |
| <b>Mortgage</b>                               |                |             |             |                    |               |               |                |              |
| H's Citizens (Laurel Chase) Acct x4803        | \$ 415,594.00  |             |             |                    |               | \$ 415,594.00 |                |              |
| <b>Vehicle Loan</b>                           |                |             |             |                    |               |               |                |              |
| W's CarMax Loan (2020 Jeep) Acct x0464        | \$ 12,302.23   |             |             |                    |               |               | \$ 12,302.23   |              |
| <b>Credit Cards</b>                           |                |             |             |                    |               |               |                |              |
| Joint Southwest Visa Acct x0836               | \$ 30,611.33   | 5/18/2023   |             |                    |               | \$ 30,611.33  |                |              |
| Joint Chase Freedom Visa Acct x9342           | \$ 2,148.00    | 5/18/2023   |             |                    |               | \$ 2,148.00   |                |              |
| H's Chase Sapphire Visa Acct x3984            | \$ 1,736.00    | 5/17/2023   |             |                    |               | \$ 1,736.00   |                |              |
| H's Disney Visa Acct x4582                    | \$ -           | 6/7/2023    |             |                    |               | \$ -          |                |              |
| H's Fidelity Visa Acct x4462                  | \$ 9,112.37    | 5/24/2023   |             |                    |               | \$ 9,112.37   |                |              |
| H's Marriott Visa Acct x7825                  | \$ -           | 5/27/2023   |             |                    |               | \$ -          |                |              |
| H's Upromise MasterCard Acct x1838            | \$ 5,125.00    |             |             |                    |               | \$ 5,125.00   |                |              |
| W's Capital One MasterCard Acct x6429         | \$ 1,569.00    | 5/17/2023   |             |                    |               |               | \$ 1,569.00    |              |
| W's Citi MasterCard Acct x1115                | \$ -           |             |             |                    |               |               | \$ -           |              |
| <b>Tax Liability</b>                          |                |             |             |                    |               |               |                |              |
| H's 401(k)/IRA Tax Liability                  | \$ 64,217.34   |             |             |                    |               | \$ 64,217.34  |                |              |
| W's 401(k)/IRA Tax Liability                  | \$ 117,787.12  |             |             |                    |               |               | \$ 117,787.12  |              |
| <b>Other</b>                                  |                |             |             |                    |               |               |                |              |
| H's Minor Children's Extracurricular Expenses | \$ -           |             |             |                    |               | \$ -          |                |              |
| <b>TOTALS</b>                                 | \$ 660,202.39  |             | \$ -        |                    |               | \$ 528,544.04 | \$ 131,658.35  |              |
| TOTAL NET WORTH                               |                |             |             |                    |               |               |                |              |
| VALUE   | VAL. DATE      | NON-MARITAL |             | Minor Child's LIEN | MARITAL       |               |                |              |
|   |                | HUSBAND     | WIFE        |                    | HUSBAND       | WIFE          |                |              |
| \$ 1,629,051.66                               |                | \$ -        | \$ -        | \$ 30,850.84       | \$ 799,100.41 | \$ 799,100.41 |                |              |
| <b>AMOUNT TO EQUALIZE</b>                     |                |             |             |                    |               |               |                |              |
| <b>NET DISTRIBUTION TO PARTIES</b>            |                |             |             |                    |               |               |                |              |
|   |                |             |             |                    | \$ 0.00       | \$ (0.00)     |                |              |
|   |                |             |             |                    | \$ 799,100.41 | \$ 799,100.41 |                |              |

Exhibit "B"

AJA  
AJA

J.S.

## Child Support Worksheet

Alfonso v. Alfonso

Case Num: 51-2023-DR-002765-ES

Combined income in this case exceeds \$10,000.00. Calculations in the quote are based upon an obligation of \$2,228.00, which is the minimum support provided by the guidelines for combined net incomes of \$10,000, plus 7.50% of the combined monthly net income over \$10,000.00.

The Income Tax computations are based on there being 2 Child, whose parents have a combined monthly net income of \$19,115.00. The Basic Obligation (taken from the formula above) is \$2,228.00.

|   | <u>Petitioner</u>  | <u>Respondent</u> |                 |
|---|--------------------|-------------------|-----------------|
| Resident Children   | <u>2</u>           | <u>0</u>          |                 |
| Gross Income (Combined)                                       | <u>\$12,898.00</u> | <u>\$6,217.00</u> |                 |
| Taxes (all), Social Security, Medicare (Combined)             | <u>\$0.00</u>      | <u>\$0.00</u>     |                 |
| Health Ins., Union Dues, Pension, etc.                        | <u>\$0.00</u>      | <u>\$0.00</u>     |                 |
| Alimony Paid  | <u>\$0.00</u>      | <u>\$0.00</u>     |                 |
| Non-taxable (CS & Ali)  | <u>\$0.00</u>      | <u>\$0.00</u>     |                 |
| Net Income  | <u>\$12,898.00</u> | <u>\$6,217.00</u> |                 |
| Pro Rata Financial Responsibility                             | <u>67.48%</u>      | <u>32.52%</u>     |                 |
| Basic Obligation (from above)                                 | <u>\$2,911.63</u>  |                   |                 |
| Pro Rata Share of Basic Obligation                            | <u>\$1,964.64</u>  | <u>\$946.98</u>   |                 |
| Percentage of Overnight Stays (Petitioner:247 Respondent:118) | <u>67.67%</u>      | <u>32.33%</u>     |                 |
| Credits for Daycare, Health Insurance, and Other Allowances   | <u>\$0.00</u>      | <u>\$0.00</u>     |                 |
| Support less credits  | <u>\$0.00</u>      | <u>\$8.54</u>     |                 |
| Total Child Support to be Paid to Opposing Party              | Annually           | <u>\$0.00</u>     | <u>\$102.42</u> |
|   | Monthly            | <u>\$0.00</u>     | <u>\$8.54</u>   |
|   | Semi-Monthly       | <u>\$0.00</u>     | <u>\$4.27</u>   |
|   | Bi-Weekly          | <u>\$0.00</u>     | <u>\$3.94</u>   |
|   | Weekly             | <u>\$0.00</u>     | <u>\$1.97</u>   |

Judicial discretion of the above S.R.P. obligation allows -5% (\$8.11) to +5% = (\$8.96) monthly.

### Exhibit "C"

AJA  
AJA

*Ja.*



## Child Support Worksheet

Alfonso v. Alfonso

Case Num: 51-2023-DR-002765-ES

Combined income in this case exceeds \$10,000.00. Calculations in the quote are based upon an obligation of \$1,437.00, which is the minimum support provided by the guidelines for combined net incomes of \$10,000, plus 5.00% of the combined monthly net income over \$10,000.00.

The Income Tax computations are based on there being 1 Child, whose parents have a combined monthly net income of \$19,115.00. The Basic Obligation (taken from the formula above) is \$1,437.00.

|   | <u>Petitioner</u>  | <u>Respondent</u> |
|---|--------------------|-------------------|
| Resident Children   | 1                  | 0                 |
| Gross Income (Combined)                                       | <u>\$12,898.00</u> | <u>\$6,217.00</u> |
| Taxes (all), Social Security, Medicare (Combined)             | <u>\$0.00</u>      | <u>\$0.00</u>     |
| Health Ins., Union Dues, Pension, etc.                        | <u>\$0.00</u>      | <u>\$0.00</u>     |
| Alimony Paid  | <u>\$0.00</u>      | <u>\$0.00</u>     |
| Non-taxable (CS & Al)   | <u>\$0.00</u>      | <u>\$0.00</u>     |
| Net Income  | <u>\$12,898.00</u> | <u>\$6,217.00</u> |
| Pro Rata Financial Responsibility                             | <u>67.48%</u>      | <u>32.52%</u>     |
| Basic Obligation (from above)                                 | <u>\$1,892.75</u>  |                   |
| Pro Rata Share of Basic Obligation                            | <u>\$1,277.15</u>  | <u>\$615.60</u>   |
| Percentage of Overnight Stays (Petitioner:247 Respondent:118) | <u>67.67%</u>      | <u>32.33%</u>     |
| Credits for Daycare, Health Insurance, and Other Allowances   | <u>\$0.00</u>      | <u>\$0.00</u>     |
| Support less credits  | <u>\$0.00</u>      | <u>\$5.55</u>     |
| Total Child Support to be Paid to Opposing Party              | Annually           | <u>\$0.00</u>     |
|   | Monthly            | <u>\$0.00</u>     |
|   | Semi-Monthly       | <u>\$0.00</u>     |
|   | Bi-Weekly          | <u>\$0.00</u>     |
|   | Weekly             | <u>\$0.00</u>     |

Judicial discretion of the above S.R.P. obligation allows -5% (\$5.27) to +5% = (\$5.83) monthly.

AJA  
AJA