

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: 50-2022-DR-003485-XXXX-SB
Division: FY

IN RE THE MARRIAGE OF:

KARIN S. CARBAUGH,
Petitioner,

and

JUAN GOMEZ GUILLEN,
Respondent.

_____ /

NOTICE OF FILING EXECUTED MARITAL SETTLEMENT AGREEMENT

Petitioner/Wife, **KARIN S. CARBAUGH**, by and through the undersigned attorney, gives notice of filing fully executed Marital Settlement Agreement.

CERTIFICATE OF SERVICE

I certify that a copy of this document was electronically served via the Florida Courts E-Filing Portal to the person listed below on January 12, 2024.

Yvette B. Reyes, Esquire
Attorney for Respondent/Husband
Reyes Miller, P.L.
2525 Ponce de Leon Blvd., Suite 300
Coral Gables, Florida 33134
Telephone: (305) 663-6565
Designated E-mail: efile@reyesmiller.com

Respectfully submitted,

BEAULIEU-FAWCETT | NEWELL LAW GROUP, PA

By: /s/ Stacy N. Beaulieu-Fawcett
Stacy N. Beaulieu-Fawcett, Esquire
Florida Bar No. 0822981
95 NE 4th Avenue, Suite 100
Delray Beach, Florida 33483
Tel. (561) 819-6208
Fax (561) 819-6209
E-Mail: eservice@blgfl.com
Attorney for Petitioner/Wife

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: 50-2022-DR-003485-XXXX-SB
Division: FY

IN RE THE MARRIAGE OF:

KARIN S. CARBAUGH,

Petitioner/Wife,

and

JUAN GOMEZ GUILLEN,

Respondent/Husband

_____ /

MARITAL SETTLEMENT AGREEMENT

This Agreement is made in connection with an action for dissolution between Karin S. Carbaugh (referred to as "Petitioner" or "Wife" or "Mother" herein) and Juan Gomez Guillen (referred to as "Respondent" or "Husband" or "Father" herein) who agree as follows:

WHEREAS, the parties hereto were married to each other on or about September 26, 2002;

WHEREAS, the following children involved in this action have been born to or adopted by the parties:

Name	Date of Birth
Lidia Maria Gomez	November 7, 2010
Natalia Sofia Gomez	May 23, 2009

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

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



DS

K.C. / J.G.G.

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 property, liabilities, and children;

WHEREAS, each party has read this Agreement and understands its terms and consequences, and each party believes that this Agreement is fair, just, and reasonable, and in the best interest of the children;

WHEREAS, each party has assented to this 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 shall have shared parental responsibility and shall retain full parental rights and responsibilities with respect to the children.
- 1.2 The parties have agreed to a Parenting Plan attached hereto and incorporated herein as *Exhibit A*, which is incorporated herein by reference and made a part of this Agreement for all purposes. The provisions of this agreement apply to the parenting plan and the provisions of the parenting plan apply to this agreement. 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, transportation, and communication, child support, insurance, and health care expenses.

ARTICLE II
REAL ESTATE

The Marital Home


2.1 There exists certain real property in which one or both parties may claim an interest, herein referred to as the "Marital Home," located at 1101 SW 2nd Street,



 KC

ID ouvoHLyNmQuBwCvQkqgQfrtK

 K.C. / J.G.G.



 KC

ID ouvoHLyNmQuBwCvQkqgQfrtK

 KC / 1107

Boca Raton, Florida 33486.

- 2.2 The Marital Home shall be sold at fair market value immediately upon the execution of this Agreement or as soon as practicable thereafter, subject to the provisions of sale set forth below and contained in the Confidential Real Estate Sale Agreement (CRES) executed simultaneous hereto.
- 2.3 The property shall be listed on the MLS with Michelle Bezjak no later than Friday, November 24, 2023. Both parties shall execute a listing agreement at an initial listing price mutually agreed to by the parties and if the parties cannot agree then at the price recommended by the realtor. If the realtor is willing, Husband shall receive twenty (20) percent of the realtor's commission. This is between the Husband and realtor; Wife does not warrant any deal between the two and this does not affect any aspect of this agreement Wife waives her share of said funds.
- 2.4 Husband shall keep the home in show ready condition at all times. The home shall be on lockbox and available for showing with 1 hour notice. Husband shall not have any tenants in the home at any time. Husband shall vacate and empty the home and ensure it is ready for closing at least forty-eight (48) hours prior to the scheduled closing date.
- 2.5 The property shall be sold for a price and/or under terms that are mutually agreeable to Wife and Husband. The parties agree that neither one shall unreasonably withhold agreement to any offer recommended by their realtor and the CRES. In the event that the parties fail to agree on a price or terms of a sale, they shall defer to the CRES.
- 2.6 Until the property has been sold, the mortgage, HELOC, property taxes and insurance on the Marital Home shall be first paid from the TD Checking account until said account is exhausted. The Wife represents that the balance in the TD checking bank account is approximately \$17,695 ~~at this time~~ *as of Nov 2023* and said funds are to be used exclusively as provided herein. Once the funds in the TD Checking account are exhausted, 100% of the payments shall be made by the Wife and shall be considered child support to the Husband for a total of 6 months. If the home has not sold after 6 months from the date of listing the home, then all subsequent payments shall be equally divided by the parties with Wife paying and Husband reimbursing his 50% from his share of the proceeds from closing.
- 2.7 As of the date of this Agreement and until the property has been sold, the FPL, Water/Sewer, cable, lawn, pool maintenance will be paid by Husband.

KC
ID ouvoHLyNmQuBwfyQkqmQfrtk

K.C. / J.G.G.

KC
ID ouvoHLyNmQuBwfyQkqmQfrtk

- 2.8 The costs of maintenance and any new repairs which become necessary to keep the property in its present condition equal to or less than \$200.00 shall be borne by Husband. The costs of mutually agreed upon maintenance and repairs in excess of \$200.00 shall be equally divided by the parties upon proof of payment which shall include receipts and other documents detailing the name, address, phone number of the vendor/store providing the service/repair. In the event either party pays such expense, and the other party fails to pay their share then the nonpaying party shall reimburse the paying party at closing from that party's share of the closing proceeds. Except in an emergency, all repairs must be mutually agreed upon in advance/prior to any work being contracted for or performed.
- 2.9 The "net sales proceeds" are defined as the gross sales price, LESS any real estate commissions, customary and ordinary closing costs, and full payment of all existing mortgage/HELOC indebtedness on the property. Additionally, any escrow or other refunds associated with the sale of the home shall be considered sale proceeds and divided in accordance with this agreement.
- 2.10 The parties have 2023 income tax debt that shall be paid from the proceeds of the closing of the sale of the home. Husband shall pay from his share of the closing proceeds the amount of \$10,000 toward said debt. The parties shall file a joint/married return as further outlined herein.
- 2.11 There is a first mortgage owing to Flagstar Bank secured by said property, with a current balance of approximately \$260,000. Said mortgage will be paid in full upon the closing of the sale of the home.
- 2.12 There is a second mortgage owing to TD HELOC secured by said property, with a current balance of approximately \$268,886.50. Said HELOC will be paid in full upon the closing of the sale of the home.
- 2.13 Household appliances, window treatments, fixtures shall remain with the property.

**ARTICLE III
RETIREMENT**

Vanguard (SAP) 401k

KC JGG
ID ouvoH...
K.C. J.C.C.

- 3.1 Respondent/Husband is awarded a lump sum interest of One Hundred Thirty-one Thousand Four Hundred and Thirty-five and No/100 Dollars (\$131,435.00), subject to any losses or gains from the date of execution of this agreement forward from the Vanguard (SAP) 401k. Said amount shall be paid through QDRO completed by Matt Lundy, Esq. Both parties shall cooperate with the QDRO and be equally responsible for same.
- 3.2 Any and all retirement shall be the property whose name said retirement is in and the other party waives any and all interest therein now and forever. Both parties are entitled to designate their beneficiary on said retirement however they choose now and forever.

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

Division of Other Assets

- 4.1 Wife shall receive exclusive ownership in the following assets and items, and Husband waives and releases any and all claim or interest in such assets and items:
 - (a) All sums of cash in the possession of Wife or subject to her sole control.
 - (b) All household furnishings and appliances in the possession of Wife or subject to her sole control.
 - (c) All clothing, jewelry and personal effects in the possession of Wife or subject to her sole control.
 - (d) Except as otherwise provided herein, all funds in accounts or otherwise on deposit, including any accrued interest, in banks or any other financial institutions, which are in Wife's name or from which Wife has the sole right to withdraw funds or which are subject to Wife's control.
 - (e) Except as provided herein, all stocks, bonds, mutual funds, and securities in Wife's name, together with any dividends, splits, and other rights and privileges in connection therewith.

DS
KC JGG
ID ouvoHLyNmQuBwCy0nemSfWf
K.C. / J.G.G.

- (f) 2022 Hyundai Palisade.
- (g) Except as provided herein, attic contents; Christmas decorations and premarital items contained in the marital home.
- (h) Wife has removed her items from the storage unit. The oil painting painted by Husband's mother and the black and white painting of Sevilla as well as the remainder of the items shall be removed by Husband. Husband shall remove said items from storage no later than 11/28/23 as the storage unit terminates on 11/30/23. Wife shall provide Husband the code to the unit within 2 days of execution of this agreement. Husband must remove his items no later than 11/28/23.
- (i) The TD checking shall be utilized to cover the expenses outlined herein. In the event that there are any remaining funds upon the closing of the sale of the home then the balance shall be equally divided by the parties.
- (j) The children's 529 plans shall be held for the children and their educational/education related expenses. Neither party shall utilize the accounts for any other purpose. Both parties shall be entitled to access any information regarding said 529 plans.

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

- (a) All sums of cash in the possession of Husband or subject to his sole control.
- (b) Except as provided herein, all household furnishings and appliances in the possession of Husband or subject to his sole control.
- (c) All clothing, jewelry and personal effects in the possession of Husband or subject to his sole control.
- (d) Except as provided herein, funds in accounts or otherwise on deposit, including any accrued interest, in banks or any other financial institutions, which are in Husband's sole name or from which Husband has the sole right to withdraw funds or which are subject to Husband's sole control.

DS
KC JGG
ID ouvoHLyNmQuBwCyZmooQzsk
K.C. / J.G.G.

- (e) Except as provided herein, all stocks, bonds, mutual funds, and securities in Husband's sole name, together with any dividends, splits, and other rights and privileges in connection therewith.
- (f) 2016 BMW X5.
- (g) The TD checking shall be utilized to cover the household expenses outlined above and may also be utilized for the cobra payment or school loan payment. In the event that there are any remaining funds upon the closing of the sale of the home then the balance shall be equally divided by the parties.
- (h) Wife has removed her items from the storage unit. The oil painting painted by Husband's mother and the black and white painting of Sevilla as well as the remainder of the items shall be removed by Husband. Husband shall remove said items from storage no later than 11/28/23 as the storage unit terminates on 11/30/23. Wife shall provide Husband the code to the unit within 2 days of execution of this agreement. Husband must remove his items no later than 11/28/23.
- (i) The children's 529 plans shall be held for the children and their educational/education related expenses. Neither party shall utilize the accounts for any other purpose. Both parties shall be entitled to access any information regarding said 529 plans.

4.3 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.

Division of Liabilities

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

- (a) Except as otherwise provided herein, any and all debt in her name.

DS
KC JGG
ID ouvoHlyNraQuBwCyoKqat172K

K.C. / J.G.G.

- (b) Any and all liability associated with the Hyundai.
- (c) Amex #2007
- (d) Chase Marriott #6850
- (e) Target x6846
- (f) Bloomingdales x9363
- (g) Nordstrom x0480
- (h) US Bank x5185
- (i) Wife's prior attorney's fees in the approximate amount of \$50,000
- (j) Wife's outstanding balance with her current attorney and forensic accountant.
- (k) Bank of America x3860 (rollover from Husband's student loan)

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

- (a) Except as otherwise provided herein, any and all debt in his name.
- (b) From the date of filing forward, any and all liability associated with the BMW X5. Husband shall be responsible for his car insurance as of the date of execution of this agreement. In the event Wife pays any such expense then Husband shall reimburse Wife with his share of the closing proceeds from the sale of the marital home. Husband shall obtain his own car insurance no later than November 25, 2023.
- (c) Chase Sapphire xx_____.
- (d) Any and all balances with any of his attorneys/experts in this matter.
- (e) Husband shall obtain and be solely responsible for his own health insurance immediately upon execution of this agreement. His current coverage with Wife will end as of 12/31/23.

4.6 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 the property of the other party harmless from liability therefor.

4.7 Neither party shall hereafter incur any obligation or liability for which the other party will be liable.

General Provisions

DS
KC JGG
ID ouvoHLyNmQuRwCyQkzjns5w
K.C. / J.G.G.

- 4.8 **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 waive any further disclosure.
- 4.9 **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.
- 4.10 **Non-dischargeable 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 non-dischargeable in the event of bankruptcy.

ARTICLE V ALIMONY

- 5.1 The parties agree to a one time full and final payment of alimony in the amount of \$215,000 to be paid by Wife to Husband from Wife's share of the proceeds of the sale of the home. Any and all other forms of alimony are hereby waived now and forever. This waiver of any and all other forms of alimony is non-modifiable. The payment shall be made directly from the closing by the closing agent. This lump sum amount is non-modifiable no matter the reason.
- 5.2 In the event Wife's share of the proceeds are insufficient to pay the full amount of alimony then commencing on the first of the month following the sale of the home, Wife shall make monthly payments to Husband in the amount of \$2,000 per month until such time as the balance of the above lump sum alimony is paid in full.
- 5.3 **Not Taxable Income for Husband.** The parties acknowledge that the alimony specified hereinabove shall not constitute taxable income for Husband, and that Wife shall not be entitled to deduct from her income all such alimony payments made by Wife.

ARTICLE VI TAX ISSUES

Federal ^{DS}Income Taxes for Tax Year 2024

KC JGG

ID ouvohz Nn QuBwC Ql on Gnk
K.C. J.G.G.

- 6.1 For tax year 2024, each party shall file an individual income tax return in accordance with the Internal Revenue Code.
- 6.2 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.
- 6.3 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.

Dependency Exemption/Child Tax Credit for Tax Years 2024 and Forward

- 6.4 The dependency exemption/child tax credits for dependents for tax years 2024 and forward shall be claimed with Wife claiming Natalia until she is 18 years old and Husband claiming Lidia. Once Natalia is 18 then the parties shall alternate years claiming Lidia with Wife claiming Lidia in odd years and Husband claiming her in even numbered years.

Other Provisions

- 6.5 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.
- 6.6 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.

DS
KC JGG
ID ouvoHLyNwcoDwGyGkqmGfHw
K.C. / J.G.G.

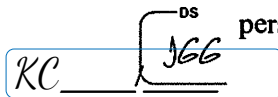
- 6.7 **Preservation of Information.** Each party shall preserve for a period of seven years from the date of the filing of the applicable tax return, all financial records relating to the marital property. Each party shall preserve indefinitely, any records which determine or affect the tax basis in any marital property.
- 6.8 **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.
- 6.9 **2023 Tax return.** The parties shall hold the final judgment herein until January 1, 2024. The parties shall file a married/joint return for 2023. The payment of the outstanding tax obligation for same is addressed in the Real Estate Article above. Husband shall provide Wife all 1099s and other tax forms immediately upon receipt. Husband shall notify Wife in writing whether any additional income or tax forms should be reported no later than February 1, 2024.

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

- 7.1 Any costs of court, including the filing fee for the petition for dissolution, will be borne by the party incurring the same.
- 7.2 Each party will be responsible for his or her own attorney's fees incurred herein.

**ARTICLE VIII
GENERAL PROVISIONS**

- 8.1 **Written Notice of Change of Information.** Any parent shall give written notice to the other party by registered or certified mail of any intended change in address, email address or phone number. Such written notice must be provided no later than thirty (30) days before a change of any of the foregoing information; provided, however, if the party does not know or could not have known of the change in sufficient time to provide such prior notice, the party shall provide written notice of the change on or before twenty-four (24) hours after the party learns of the change. The parent shall also notify the Court in writing within seven (7) days of any changes.
- 8.2 **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


ID 00voh7N1uByC3o4gn1t1K

Agreement or arising hereunder.

- 8.3 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 or for enforcement, before attending a hearing regarding an issue of any such dispute or regarding modification of any terms and conditions of this Agreement, that party shall make a good faith attempt to submit the dispute or controversy to mediation.
- 8.4 Reconciliation. In the event of a reconciliation or resumption of marital relations, this Agreement or its provisions shall not be abrogated in any way without further written agreement of the parties.
- 8.5 No Oral Agreements. The parties agree that this Agreement constitutes the entire agreement of the parties, that this Agreement 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.
- 8.6 No Waiver of Breach. The failure of a party to insist on strict performance of any provision of this 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.
- 8.7 Severability. This Agreement is severable, and if any term or provision is determined to be unenforceable, this shall not render the remainder of the Agreement unenforceable.
- 8.8 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 Agreement.
- 8.9 Survival of Agreement; No Merger. This Agreement may be offered into evidence by either party in an action for dissolution of marriage and may be incorporated by reference in a final judgment entered therein. Notwithstanding incorporation, this Agreement shall not be merged in such judgment but shall survive the judgment and be binding on the parties.
- 8.10 Remedies for Enforcement. The terms and provisions of this 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. In the event of enforcement, the party who is found to have violated

DS
KC JGG
ID ouvoHLyNmQuBwCyAkamQlriK

K.C. / J.G.G.

the agreement or otherwise defaulted on their obligation, shall pay the other party's attorney's fees, costs from pre-litigation through appeals.

8.11 Time is of the essence for all aspects of this agreement.

I, KARIN S. CARBAUGH, 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: 1/5/2024

Karin S. Carbaugh

ID: ouvoHLyNmQuBwCyQkamQfrtK

KARIN S. CARBAUGH

I, JUAN GOMEZ GUILLEN, 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: 1/4/2024

DocuSigned by:

Juan Gomez Guillen

6DDP7E5B5C38462...

JUAN GOMEZ GUILLEN

NOT A CERTIFIED COPY

DS
KC JGG

ID: ouvoHLyNmQuBwCyQkamQfrtK

K.C. / J.G.G.

EXHIBIT A

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: 50-2022-DR-003485-XXXX-SB
Division: FY

IN RE THE MARRIAGE OF:

KARIN S. CARBAUGH,
Petitioner/Mother,

and

JUAN GOMEZ GUILLEN,
Respondent/Father.

AGREED FINAL PARENTING PLAN

This Parenting Plan is made in connection with an action for dissolution involving Juan Gomez Guillen, referred to as "Father" herein, and Karin S. Carbaugh, referred to as "Mother" herein, who agree as follows:

WHEREAS, the following children involved in this action have been born to or adopted by Mother and Father:

Name	Date of Birth
Lidia	November 7, 2010
Natalia	May 23, 2009

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

WHEREAS, the parents wish to enter into an agreement concerning the issues arising out of the action for dissolution;

WHEREAS, the parents agree that the provisions contained in this agreement, including the time-sharing schedule set forth below, constitute a "parenting plan" (the "Parenting Plan") as provided by Chapter 61 of the Florida Statutes and is intended to

KC	JGG
----	-----

ID RSFaZB8TEJhbcR26bYcu8kzi

K.C. / J.G.G.

govern the relationship between the parents relating to the decisions to be made regarding the children;

WHEREAS, this Parenting Plan is intended to be introduced into evidence in said litigation involving the children, and shall be incorporated in a judgment entered therein;

WHEREAS, each party has read this Parenting Plan and understands its terms and consequences, and each party believes that this Parenting Plan is fair, just, reasonable, and, above all, in the best interest of the children;

WHEREAS, each party has assented to this Parenting Plan freely and voluntarily, without coercion or duress;

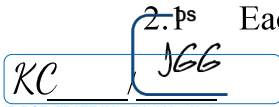
NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the parents have agreed and do hereby agree as follows:

**ARTICLE I
JURISDICTIONAL ISSUES**

- 1.1 The Fifteenth Judicial Circuit in Palm Beach County, Florida has continuing jurisdiction over the children pursuant to the applicable Florida Statutes and the Uniform Child Custody Jurisdiction and Enforcement Act.
- 1.2 Florida is the home state and the state of habitual residence of the children. Accordingly, Florida is the sole jurisdictional state to determine child custody, parental responsibility, time-sharing, rights of custody, and rights of access concerning the children under the Parental Kidnapping Prevention Act (PKPA), under the International Child Abduction Remedies Act (ICARA), and under the Convention on the Civil Aspects of International Child Abduction enacted at The Hague on October 25, 1980.

**ARTICLE II
PARENTAL RESPONSIBILITY**

2.1^{ps} Each party recognizes the deep love, devotion, and dedication of the other to



ID: RSF72887EJMhCR25h7su0tci

 K.C. / J.G.G.

the children. Each party also recognizes that the other has a right and responsibility to participate in major matters relating to the education, health, welfare, and upbringing of the children. The parents agree to use their best efforts to cooperate in such matters, and that any rights, duties or responsibilities set forth herein shall not be exercised to frustrate or control the other parent.

2.2 Shared Parental Responsibility. The parties shall have shared parental responsibility and shall retain full parental rights and responsibilities with respect to the children.

2.3 Parents to Confer. 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 children's education, healthcare, and other responsibilities unique to this family.

(a) The children currently attend North Broward Preparatory School. The parties agree the children shall continue to attend North Broward Preparatory School so long as Mother chooses to pay for said private school. The Mother shall be solely responsible for registration fees, tuition and books. In the event Mother is no longer able to or no longer chooses to pay for North Broward Preparatory School, the children shall attend Olympic Heights High School and Eagle's Landing Middle School.

(b) The parties agree the children shall continue in their current extracurricular activities so long as the children desire to do so. L.G. is currently in Volleyball at school and Tribe Volleyball and N.G. is not involved in any extracurricular.

2.4 Free Access. The parents shall use all reasonable efforts to maintain free access and create a feeling of affection between themselves and between the children. Neither shall do anything to hamper the natural development of the children's love and respect for the other party.

2.5^s Information Sharing.

KC JGG
ID:RSFpZBB7FJMkcR25bYsu8kzi
K.C. / J.G.G.

- (a) Both parents shall have access to medical and school records pertaining to the children and shall be permitted to independently consult with any and all professionals involved with the children.
- (b) Each parent shall be responsible for obtaining records and reports directly from the school and health care providers.
- (c) Both parents have equal rights to inspect and receive governmental agency and law enforcement records concerning the children.
- (d) 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.
- (e) Both parents shall be listed as "emergency contacts" for the children.

2.6 Notification of Medical Emergency. Each party shall inform the other party within two hours of any illness, accident, or medical condition of any child. Each parent may have reasonable and immediate access to such child in such an event, regardless of parental responsibility or terms of any time-sharing schedule.

2.7 Day-to-Day Decisions. Each parent shall make decisions regarding day-to-day care and control of each child while the child is with that parent. Regardless of the allocation of decision making in the parenting plan, either parent may make emergency decisions affecting the health or safety of the children when the child is residing with that parent. A parent who makes an emergency decision shall share the decision with the other parent as soon as reasonably possible.

2.8 Special Events. Both parents shall be entitled to participate with and attend special events and activities in which the children may be engaged, such as religious activities, school programs, sports events, and other extra-curricular school activities and programs and important social events in which the children may be engaged or involved.

DS
KC JGG
ID:RSFaZ66TEJMcR29tysurkz
K.C./J.G.G.

2.9 Extra-curricular Activities. The parents agree to the following with regard to extra-curricular activities:

- (a) Either parent may register the children and allow them to participate in the activity of the children's choice.
- (b) The parent with the minor children shall plan their work schedule accordingly to accommodate the child's practice/game/tournament schedule and shall transport the minor child(ren) to and/or from all extra-curricular activities, providing all necessary uniforms and equipment within the parent's possession.
- (c) The costs of the extra-curricular activities/games/tournaments shall be paid by: Mother 70%, Father 30%.
- (d) The uniforms and equipment required for the extra-curricular activities shall be paid by: Mother 70%, Father 30%.
- (e) The party making payment shall provide the other party proof of payment. The non-paying party shall reimburse the paying party within 15 days of receipt of proof of payment.

ARTICLE III EQUAL TIME-SHARING SCHEDULE

3.1 By Mutual Agreement. **The parents agree that it is in the best interest of the children for each of them to have frequent and continuing contact with the children, and the parents shall spend time with the children at times they have mutually agreed to in advance.** The parents shall use all efforts to communicate and cooperate with respect to the time-sharing schedule, understanding that there may be occasions when adherence to the schedule is impractical which requires the parents to make good faith adjustments. The parents understand that they are free to vary the times or days stated in the time-sharing schedule if they both agree. In the absence of mutual agreement, the parents shall share time with the children as provided by the time-sharing schedule set forth in this Article.

DS
KC JGG
ID RSFaZB8TE.IMhcB25bYsu8kzj
K.C. / J.G.G.

- 3.2 School Calendar. If necessary, on or before August 1 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.
- 3.3 Request for Schedule Change. A parent making a request for a schedule change will make the request as soon as possible.
- 3.4 Regular Equal Timesharing Schedule and Holiday Timesharing Schedule.

The parties agree that the Holiday Timesharing Schedule set forth in this agreement shall supersede the Regular Timesharing Schedule.

Except as otherwise explicitly provided in this time-sharing schedule, the parents shall have the right of time-sharing with the children as follows:

- (a) Regular Timesharing Schedule for School Year: 1st, 2nd and 4th Weekends of each Month –

Father shall have timesharing on the 1st, 2nd and 4th weekends of each month, beginning at the end of school and ending at the return to school on Monday. If school is not in session, then returning to Mother Monday at 8:00am. Mother shall have all other weekends. How the Friday falls is how the weekend is determined. For example, if Friday is the 31st of the month and Saturday is the 1st of the month then the weekend is NOT the 1st weekend of the month.

- (b) Christmas Holidays/Winter Break First Half – Father shall have the first half of Winter Break/Christmas timesharing in even-numbered years, beginning at the time the children are dismissed from school for the Christmas school vacation and ending at noon at the halfway point but never earlier than December 26. Mother shall have odd-numbered years beginning at the time the children are dismissed from school for the Christmas school vacation and ending at noon at the halfway point but never earlier than December 26.

- (c) Christmas Holidays /Winter Break Second Half – Father shall have the second half of Winter Break/Christmas timesharing in odd-numbered years, beginning at noon at the halfway point and ending on the day school resumes after that Christmas school vacation. Mother shall have the second half of Winter Break/Christmas timesharing in even-numbered years, beginning at noon at the halfway point and ending on the day school resumes after that Christmas school vacation.
- (d) Thanksgiving Break – Father shall have Thanksgiving Break in odd-numbered years, beginning at the time the children are dismissed from school for the Thanksgiving break and ending the following Monday when school resumes. Mother shall have Thanksgiving Break in even-numbered years, beginning at the time the children are dismissed from school for the Thanksgiving break and ending the following Monday when school resumes.
- (e) Spring Break Alternate Years – Mother shall have Spring Break in even-numbered years, beginning at the time the children are dismissed from school for the school's spring vacation and ending on the day school resumes after that vacation. Father shall have Spring Break in odd-numbered years, beginning at the time the children are dismissed from school for the school's spring vacation and ending on the day school resumes after that vacation.
- (f) Memorial Day Weekend. The parties shall alternate years with Mother having odd years and Father having even years from the time the children are dismissed from school until the day school resumes.
- (g) Easter Weekend. The parties shall alternate years with Father having even-numbered years and Mother having odd numbered years from the time the children are dismissed from school until the day school resumes.
- (h) Martin Luther King Weekend. The parties shall alternate years with Father having even-numbered years and Mother having odd numbered years from the time the children are dismissed from school

KC
JGG
ID RSFaZB8TEJMhcR25Ysu8kzi

K.C. / J.G.G.

until the day school resumes.

- (i) Labor Day Weekend. The parties shall alternate years with Mother having odd years and Father having even years from the time the children are dismissed from school until the day school resumes.
- (j) President's Day Weekend. The parties shall alternate years with Mother having even-numbered years and Father having odd-numbered years from the time the children are dismissed from school until the day school resumes.
- (k) 4th of July Weekend. The parties shall alternate years with Mother having even-numbered years and Father having odd-numbered years from Friday at 5pm until Monday at 8am. The weekend is deemed to be the Friday before the holiday occurs. Summer travel will take precedence over this weekend timesharing.
- (l) Summer Timesharing. The parties shall exercise a one week on/off timesharing schedule for the summer. The day in which school ends commences Mother's timesharing which shall continue until the following Friday such that she has a full week of timesharing. Thereafter, the parties shall alternate weeks with a Friday exchange. The pick/drop off shall be at camp, if in session, and if not in session, then beginning/ending at 8am.
- (i) Extended Summer Timesharing. Both parties shall be entitled to 21 overnights of uninterrupted timesharing for travel purposes (if not traveling or if returned early then regular schedule resumes). Both parties shall give written notice of desired dates no later than April 1st of each year. Once Mother receives Father's dates, she has 10 days to adjust her dates such that they "bookend" Father's dates. If there is a conflict in dates, then Mother shall have priority in odd numbered years and Father shall have priority in even numbered years. Failure to timely designate waives the time.

- (ii) Father's summer shall be exercised in one block of

DS
KC JGG
ID: RSFaZB8TEJmhcR25bYsu8Ys

K.C. / J.G.G.

timesharing. It is intended that Father's summer commences the 1st of July each year. However, For the summer of 2024 Father shall exercise his 21 consecutive overnights for travel in a manner that the children leave no earlier than July 17, 2024. Mother's 21 consecutive overnights shall be any combination of before/after Father's trip. Father's extended summer timesharing shall always take into account sport tryouts and practices which typically occur in the summer.

(iii) Mother's timesharing shall be exercised at the end or beginning or both of Father's timesharing each year.

(m) Father's/Mother's Day Weekend - Each year, beginning at the end of school/camp or at the parent's homes if camp/school is not in session on the Friday preceding Father's/Mother's Day and ending the following Monday morning the children shall be with their respective parent for the holiday.

3.5 Trading Holidays. The parents may trade holidays for a given year based upon mutual written agreement. This shall not affect holidays for subsequent years.

3.6 General Terms and Conditions. Except as otherwise explicitly provided in this time-sharing schedule, the terms and conditions of time-sharing that apply regardless of the distance between the residence of a parent and the children are as follows:

(a) Transportation. The parent beginning his or her time-sharing shall provide transportation for the children. All drop offs/pick-ups shall be at school/camp or the parents' homes unless otherwise mutually agreed by the parties.

(b) Exchange. Both parents shall have the children ready on time at the agreed upon time of exchange. The children are not to be expected to pack up and transport their belongings. Each parent must have at their respective homes a second set of the children's toiletries, skin care products, make-up, shampoos, conditioners, deodorants, clothes, undergarments, shoes, uniforms, a 2nd set of any equipment needed for sports and the like. This will make the transition from one home

to the other much easier for the children. The children should not be expected to transport anything between homes except their back-pack and their electronics. If a parent is more than 30 minutes late without contacting the other parent to make other arrangements, the parent with the children may proceed with other plans and activities. Each parent shall purchase and provide the children with clothing and necessities to have at their respective homes.

- (c) Notice to School and Other Parent. If a parent's period of time-sharing with the children ends at the time school resumes and for any reason the children are not or will not be returned to school, such parent shall immediately notify the school and the other parent that the children will not be or have not been returned to school. If a child will be late to school, the parent will notify the other parent and provide the proper note to school related to same.
- (d) Activities. Each party shall ensure that the children will attend regularly scheduled activities during the periods of time the children spend with him or her whether it falls on holiday/break or not.
- (e) Travel. Either parent may travel with the children at their sole expense. The children may fly unaccompanied on direct flights only. For all travel, a full itinerary including airlines, flight numbers, location of accommodations, contact numbers and dates shall be provided to the other parent a minimum of two weeks prior to travel. Upon receipt of the itinerary the U.S. passports shall be provided by Mother to Father. Mother shall hold the children's U.S. passports during all other times. The Father shall hold the children's Spanish passports at all times. In the event the passports need renewing, the parties shall fully and timely cooperate with each other for same and shall be equally responsible for the costs of same.
 - i. The non-traveling parent will execute any and all documents reasonably necessary to facilitate the children's travel out of the country.
 - ii. Travel out of the country is permitted with the proper notice and itinerary as outlined above so long as it is to a country that is a signatory member of The Hague convention on Civil Aspects of Child Abduction. Otherwise, written

DS
KC JGG
ID:RSFaZB8TEJMhC926tYeu8kt
K.C. / J.G.G.

consent is required.

(f) Overnight supervision. The parties shall ensure the children are never left alone at midnight or later. If a parent cannot be with the children by midnight and through the remainder of the night, then that parent shall notify the other parent as soon as possible and the parent without the children shall be entitled to retrieve the children. Once the parent entitled to timesharing is able to be present with the children then that parent may retrieve the children at that time.

**ARTICLE IV
OTHER PROVISIONS RELATING TO THE CHILDREN**

4.1 Communication 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 may communicate with each other in person, by telephone, by letter, by e-mail, or text.

4.2 Communication Between Parent and Children.

(a) The children may have telephone, e-mail, and other electronic communication with the other parent anytime. The children's phones/service shall not be taken from them without mutual written consent from the other parent. The Mother shall continue to pay for the children's cell phones. Both parents shall be entitled to any and all usernames/passwords for the children's phones and/or apps but must obtain same from the children directly. Neither parent is responsible for obtaining this information from the children for the other parent. Neither parent is permitted to monitor, view, or otherwise see any communications between the other parent and a child.

4.3 Informed Whereabouts. Each parent shall keep the other parent informed regarding the whereabouts of the minor children, including with respect to overnight visits with relatives or friends. If a child will spend one or more overnights outside of the residence of the parent, that parent will provide to

KC DS
ID RSFaZB8TEJMhcR25b1s08KZ1 JGG

K.C. / J.G.G.

the other parent, upon request, the addresses, telephone numbers of each location, the length of the stay, and the name of all persons who may provide care for the child during the stay, the departure time and date, and the time and date of the child's return or arrival.

- 4.4 No Activity that Endangers Children. The parents shall refrain from engaging in any activity which may endanger the health, safety or morals of the children.
- 4.5 Designation for Other Legal Purposes. The children named in this Parenting Plan are scheduled to reside the majority of the time with 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.
- 4.6 Relocation of Children. It is acknowledged that in the event that a parent seeks to relocate more than 50 miles away from the current residence as provided by Section 61.13001 of the Florida Statutes, such parent shall comply with the provisions of Section 61.13001 by either (a) obtaining written agreement in accordance with 61.13001(2) of the Florida Statutes from the other parent, and any other person entitled to time-sharing, or (b) serving a Petition to Relocate signed under oath or affirmation under penalty of perjury in accordance with Section 61.13001(3) of the Florida Statutes, giving the other parent, and any other person entitled to time-sharing, 20 days to object to the relocation and to request a determination by the Court.

IF A PARENT ATTEMPTS TO RELOCATE AND FAILS TO COMPLY WITH SECTION 61.13001(3) OF THE FLORIDA STATUTES REGARDING THE PETITION TO RELOCATE, SUCH PARENT MAY BE SUBJECT TO CONTEMPT AND OTHER PROCEEDINGS TO COMPEL THE RETURN OF ANY CHILD, AND SUCH NON-COMPLIANCE MAY BE TAKEN INTO ACCOUNT BY THE COURT IN A SUBSEQUENT DETERMINATION OR MODIFICATION OF THE PARENTING PLAN, ACCESS, OR THE TIME-SHARING SCHEDULE.

- 4.7 Notice of Parent's Relocation or Change of Residence. Either parent must give prior written notice at least twenty (20) days before the day that he or

KC
ID: RSFaZB8TEJMhcR25yysu9K21

K.C. / J.G.G.

she is to change residence (regardless of whether the residence of any child will change). Such notice must be made to the other parent by certified mail, return receipt requested, and must include the new address.

- 4.8 No Disparagement of Other Parent. No parent shall make disparaging comments about the other parent to any child or while in the presence of any child, nor allow any other person to do so.

**ARTICLE V
CHILD SUPPORT AND INSURANCE**

Statements of the Parties Relative to Child Support

- 5.1 The parties agree that the amounts in the Child Support Guidelines Worksheets attached hereto and incorporated herein are correct and should be incorporated into the judgment of the Court as findings of fact.
- 5.2 The parties agree that the children spend a substantial amount of time with both parents, which should be considered in regard to the calculation of child support. The percentages of overnight stays with each parent are as follows: Petitioner, 50%; Respondent, 50%.

Child Support

- 5.3 Mother shall pay to Father child support in the amount of \$750.00 per month for the two (2) children commencing on the first of the month following the closing of the sale of the marital home, to be paid monthly, and a like payment due on the 1st of each month thereafter and terminating on the earliest of the below events. After the first 13 months, Mother’s child support shall increase to \$1,500 per month until emancipation of the eldest child at which time Mother’s support reduces to \$1,000.
- 5.4 Mother shall continue payment of child support until a minor or dependent child: (a) reaches the age of 18, (b) become emancipated, (c) marry, (d) join the armed services, (e) die, or (f) become self-supporting; or until modified by order of the Court or by written agreement of the parties approved by the Court.

KC
 ID: RSFaZB8TEJMhcR25bYs0k2f
 JGG

K.C. / J.G.G.

5.5 The child support obligation shall continue beyond the age of 18 and until high school graduation for any child who is (a) dependent in fact; (b) between the ages of 18 and 19; and (c) still in high school, performing in good faith with a reasonable expectation of graduation before the age of 19.

Child-Related Expenses

5.6 "Child-Related Expenses" means after-care, before-care, tutoring, year books, class parties, field trips, school supplies, summer camps for work purposes.

5.7 Child-Related Expenses shall be divided by the parties as follows: Mother shall pay 70% and Father shall pay 30%. However, when Mother's support increases as noted above then Mother's share is 85% and Father's share is 15%. A party who pays for such an expense shall submit to the other party documentation of the same within fifteen (15) days of paying; within fifteen (15) days after the nonpaying party receives such notification, that party shall pay his or her share of the expense.

Other Provisions Regarding Child Support

5.8 No Income Deduction. The parties agree that immediate income deduction shall not be implemented at this time, and that income deduction is not in the best interest of the children.

5.9 Direct Payment of Child Support. The parties agree that payments of child support shall be made directly by Mother to Father, instead of through a depository, the State Disbursement Unit, or immediate income deduction. Payments shall be made directly via Zelle or bank transfer, and both parties shall each keep their own records of all payments due and all payments made.

5.10 In the event of a default in the payment of support equal to one month's obligation, either party may initiate payment of child support through an income deduction order by filing an affidavit pursuant to Section 61.13(1)(d) of the Florida Statutes.

DS
KC JGG
ID RSFaZB8TEJMhcR25by*su8kzi
K.C. / J.G.G.

Health and Dental Insurance

5.11

- (a) For as long as either party has a legal duty to support any child who is a subject of this Parenting Plan, or until further order of the Court, the parties shall provide private health and dental insurance that includes insurance for each such child, and the premiums of such insurance shall be divided as follows: Mother shall pay 70% and Father shall pay 30%. However, when Mother's support increases as noted above then Mother's share is 85% and Father's share is 15%.
- (b) Mother currently carries the children through COBRA. Father would like to apply for Healthy Kids or other health insurance to obtain lower health insurance premiums for the children. Any other insurance obtained by Father must be equal to or better coverage than what the children currently have. The Father shall purchase the Healthy Kids/other health insurance plan in compliance with this agreement so long as the premiums are less than the current COBRA and any subsequent plan Mother has available to her. Currently, Mother is paying \$1,748.00 per month for the children's health insurance. COBRA will reduce to \$1,167.53 as of 1/1/24. The children are currently on the AETNA CC90 + Dental plan via COBRA.
- (b) If/when Father obtains health and dental insurance through Healthy Kids Florida/other compliant health insurance, he shall notify Mother immediately and provide her a copy of the insurance cards, plan documents, online access information and premium information upon receipt. Then the parties shall utilize said plan and Mother shall then cancel the kids from COBRA. If Father applies for Healthy Kids/other compliant insurance, then he shall provide written proof of same to Mother within 5 days of his making application. Any and all responses from the program and any and all insurance information, id cards or the like shall be provided to Mother within 5 days of Father's receipt of same.

5.12 Each party shall cooperate with the other in the procurement of the above-described insurance and the filing of claims. The party providing an

KC
ID: RSFaZB8TEJmhcR25b7su8k21
DS
JGG

K.C. / J.G.G.

insurance policy covering any child hereunder shall (a) submit all forms required by the insurance company for payment or reimbursement of health or dental care expenses incurred by either party on behalf of the child to the insurance carrier within ten days of that party's receiving any form, receipt, bill, or statement reflecting the expenses, and (b) shall provide to the other party the following information, as applicable, no later than the thirtieth (30th) day after the date this Parenting Plan has been signed: the name and address of the employer of the party providing insurance; whether the employer is self-insured or has health or dental insurance available; proof that such insurance has been provided for that child; and the name of the insurance carrier, the number of the policy, a copy of the policy and schedule of benefits, an insurance membership card, claim forms, and any other information necessary to submit a claim or, if the employer is self-insured, a copy of the schedule of benefits, a membership card, claim forms, and any other information necessary to submit a claim. Any change in the foregoing information (including a termination or lapse in coverage) shall be provided by the party providing insurance to the other party within ten (10) days after the providing party learns of such change.

Noncovered Health Care Expenses

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

5.14 Noncovered Health Care Expenses and insurance premiums shall be divided by the parties as follows: Mother shall pay 70% and Father shall pay 30%. However, when Mother's support increases as noted above then Mother's share is 85% and Father's share is 15%. A party who pays for a Noncovered Health Care Expense and/or insurance premium or receives notice of the same shall submit to the other party proof of payment or such notice within fifteen (15) days of payment or receipt of notice. Within fifteen (15) days after the other party receives such notification, the other party shall reimburse

KC
ID RSFaZB8TEJMhcR25b/su8K21
DS
JGG

K.C. / J.G.G.

the paying party or pay the billing party directly for his or her share of the expense, as applicable.

- 5.15 Responsibility of any party for payment of health insurance, dental insurance, and/or Noncovered Health Care Expenses shall be considered child support for purposes of enforcement.

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

- 6.1 Written Notice of Change of Information. Any parent shall give written notice to the other party (and, if paying child support through the State Disbursement Unit, to the State Disbursement Unit) by registered or certified mail of any intended change in the following information: (a) name, (b) marital status, (c) residence address, (d) mailing address, (e) home telephone number, (f) name of employer, (g) address of employment, or (h) work telephone number. Such written notice must be provided no later than thirty (30) days before a change of any of the foregoing information; provided, however, if the party does not know or could not have known of the change in sufficient time to provide such prior notice, the party shall provide written notice of the change on or before twenty-four (24) hours after the party learns of the change. The parent shall also notify the court in writing within seven (7) days of any changes.
- 6.2 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, or enforcement before a party attends a hearing regarding an issue of any such dispute or regarding modification of any terms and conditions of this Parenting Plan, that party shall make a good faith attempt to submit the dispute or controversy to mediation at least 30 days prior to attending said hearing.
- 6.3 No Waiver of Breach. The failure of a party to insist on strict performance of any provision of this Parenting Plan shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

DS
KC JGG
ID: RSFaZB8TEJmhcK25bYeu8kzi

K.C. / J.G.G.

- 6.4 Severability. This Parenting Plan is severable, and if any term or provision is determined to be unenforceable, this shall not render the remainder of the Parenting Plan unenforceable.
- 6.5 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 Parenting Plan.
- 6.6 Time is of the essence for all aspects of this agreement.

I, Karin S. Carbaugh, 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.

Date: 1/5/2024

Karin S. Carbaugh
ID RSPFaZB8TEJMhcR25bYsu8kzi

Karin S. Carbaugh, Mother

I, Juan Gomez Guillen, 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.

Date: 1/4/2024

DocuSigned by:
Juan Gomez Guillen
0BDF7E5B5C50402...

Juan Gomez Guillen, Father

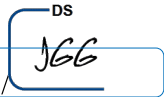
DS

ID RSPFaZB8TEJMhcR25bYsu8kzi
 K.C. / J.G.G.

EXHIBIT A

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Case No.: 50-2022-DR-003485-XXXX-SB
Division: FY

IN RE THE MARRIAGE OF:

KARIN S. CARBAUGH,
Petitioner/Mother,

and

JUAN GOMEZ GUILLEN,
Respondent/Father.

AGREED FINAL PARENTING PLAN

This Parenting Plan is made in connection with an action for dissolution involving Juan Gomez Guillen, referred to as "Father" herein, and Karin S. Carbaugh, referred to as "Mother" herein, who agree as follows:

WHEREAS, the following children involved in this action have been born to or adopted by Mother and Father:

Name	Date of Birth
Lidia	November 7, 2010
Natalia	May 23, 2009

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

WHEREAS, the parents wish to enter into an agreement concerning the issues arising out of the action for dissolution;

WHEREAS, the parents agree that the provisions contained in this agreement, including the time-sharing schedule set forth below, constitute a "parenting plan" (the "Parenting Plan") as provided by Chapter 61 of the Florida Statutes and is intended to

KC *JGG*

ID RSFaZB8TEJhbcR26bYcu8kzi

K.C. / J.G.G.

govern the relationship between the parents relating to the decisions to be made regarding the children;

WHEREAS, this Parenting Plan is intended to be introduced into evidence in said litigation involving the children, and shall be incorporated in a judgment entered therein;

WHEREAS, each party has read this Parenting Plan and understands its terms and consequences, and each party believes that this Parenting Plan is fair, just, reasonable, and, above all, in the best interest of the children;

WHEREAS, each party has assented to this Parenting Plan freely and voluntarily, without coercion or duress;

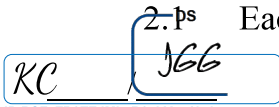
NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the parents have agreed and do hereby agree as follows:

**ARTICLE I
JURISDICTIONAL ISSUES**

- 1.1 The Fifteenth Judicial Circuit in Palm Beach County, Florida has continuing jurisdiction over the children pursuant to the applicable Florida Statutes and the Uniform Child Custody Jurisdiction and Enforcement Act.
- 1.2 Florida is the home state and the state of habitual residence of the children. Accordingly, Florida is the sole jurisdictional state to determine child custody, parental responsibility, time-sharing, rights of custody, and rights of access concerning the children under the Parental Kidnapping Prevention Act (PKPA), under the International Child Abduction Remedies Act (ICARA), and under the Convention on the Civil Aspects of International Child Abduction enacted at The Hague on October 25, 1980.

**ARTICLE II
PARENTAL RESPONSIBILITY**

2.1^{ps} Each party recognizes the deep love, devotion, and dedication of the other to



ID: RSF72887EJMhCR25h7su0tci

 K.C. / J.G.G.

the children. Each party also recognizes that the other has a right and responsibility to participate in major matters relating to the education, health, welfare, and upbringing of the children. The parents agree to use their best efforts to cooperate in such matters, and that any rights, duties or responsibilities set forth herein shall not be exercised to frustrate or control the other parent.

2.2 Shared Parental Responsibility. The parties shall have shared parental responsibility and shall retain full parental rights and responsibilities with respect to the children.

2.3 Parents to Confer. 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 children's education, healthcare, and other responsibilities unique to this family.

(a) The children currently attend North Broward Preparatory School. The parties agree the children shall continue to attend North Broward Preparatory School so long as Mother chooses to pay for said private school. The Mother shall be solely responsible for registration fees, tuition and books. In the event Mother is no longer able to or no longer chooses to pay for North Broward Preparatory School, the children shall attend Olympic Heights High School and Eagle's Landing Middle School.

(b) The parties agree the children shall continue in their current extracurricular activities so long as the children desire to do so. L.G. is currently in Volleyball at school and Tribe Volleyball and N.G. is not involved in any extracurricular.

2.4 Free Access. The parents shall use all reasonable efforts to maintain free access and create a feeling of affection between themselves and between the children. Neither shall do anything to hamper the natural development of the children's love and respect for the other party.

2.5^s Information Sharing.

KC JGG
ID: RSP#ZBB7FJMkcR25bYsu8kzi
K.C. / J.G.G.

- (a) Both parents shall have access to medical and school records pertaining to the children and shall be permitted to independently consult with any and all professionals involved with the children.
- (b) Each parent shall be responsible for obtaining records and reports directly from the school and health care providers.
- (c) Both parents have equal rights to inspect and receive governmental agency and law enforcement records concerning the children.
- (d) 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.
- (e) Both parents shall be listed as "emergency contacts" for the children.

2.6 Notification of Medical Emergency. Each party shall inform the other party within two hours of any illness, accident, or medical condition of any child. Each parent may have reasonable and immediate access to such child in such an event, regardless of parental responsibility or terms of any time-sharing schedule.

2.7 Day-to-Day Decisions. Each parent shall make decisions regarding day-to-day care and control of each child while the child is with that parent. Regardless of the allocation of decision making in the parenting plan, either parent may make emergency decisions affecting the health or safety of the children when the child is residing with that parent. A parent who makes an emergency decision shall share the decision with the other parent as soon as reasonably possible.

2.8 Special Events. Both parents shall be entitled to participate with and attend special events and activities in which the children may be engaged, such as religious activities, school programs, sports events, and other extra-curricular school activities and programs and important social events in which the children may be engaged or involved.

DS
KC JGG
ID:RSFaZ66TEJMcR29tysurkz
K.C./J.G.G.

2.9 Extra-curricular Activities. The parents agree to the following with regard to extra-curricular activities:

- (a) Either parent may register the children and allow them to participate in the activity of the children's choice.
- (b) The parent with the minor children shall plan their work schedule accordingly to accommodate the child's practice/game/tournament schedule and shall transport the minor child(ren) to and/or from all extra-curricular activities, providing all necessary uniforms and equipment within the parent's possession.
- (c) The costs of the extra-curricular activities/games/tournaments shall be paid by: Mother 70%, Father 30%.
- (d) The uniforms and equipment required for the extra-curricular activities shall be paid by: Mother 70%, Father 30%.
- (e) The party making payment shall provide the other party proof of payment. The non-paying party shall reimburse the paying party within 15 days of receipt of proof of payment.

ARTICLE III EQUAL TIME-SHARING SCHEDULE

3.1 By Mutual Agreement. **The parents agree that it is in the best interest of the children for each of them to have frequent and continuing contact with the children, and the parents shall spend time with the children at times they have mutually agreed to in advance.** The parents shall use all efforts to communicate and cooperate with respect to the time-sharing schedule, understanding that there may be occasions when adherence to the schedule is impractical which requires the parents to make good faith adjustments. The parents understand that they are free to vary the times or days stated in the time-sharing schedule if they both agree. In the absence of mutual agreement, the parents shall share time with the children as provided by the time-sharing schedule set forth in this Article.

DS
KC JGG

ID RSFaZB8TE.IMhcB25bYsu8kzj

K.C. / J.G.G.

- 3.2 School Calendar. If necessary, on or before August 1 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.
- 3.3 Request for Schedule Change. A parent making a request for a schedule change will make the request as soon as possible.
- 3.4 Regular Equal Timesharing Schedule and Holiday Timesharing Schedule.

The parties agree that the Holiday Timesharing Schedule set forth in this agreement shall supersede the Regular Timesharing Schedule.

Except as otherwise explicitly provided in this time-sharing schedule, the parents shall have the right of time-sharing with the children as follows:

- (a) Regular Timesharing Schedule for School Year: 1st, 2nd and 4th Weekends of each Month –

Father shall have timesharing on the 1st, 2nd and 4th weekends of each month, beginning at the end of school and ending at the return to school on Monday. If school is not in session, then returning to Mother Monday at 8:00am. Mother shall have all other weekends. How the Friday falls is how the weekend is determined. For example, if Friday is the 31st of the month and Saturday is the 1st of the month then the weekend is NOT the 1st weekend of the month.

- (b) Christmas Holidays/Winter Break First Half – Father shall have the first half of Winter Break/Christmas timesharing in even-numbered years, beginning at the time the children are dismissed from school for the Christmas school vacation and ending at noon at the halfway point but never earlier than December 26. Mother shall have odd-numbered years beginning at the time the children are dismissed from school for the Christmas school vacation and ending at noon at the halfway point but never earlier than December 26.

- (c) Christmas Holidays /Winter Break Second Half – Father shall have the second half of Winter Break/Christmas timesharing in odd-numbered years, beginning at noon at the halfway point and ending on the day school resumes after that Christmas school vacation. Mother shall have the second half of Winter Break/Christmas timesharing in even-numbered years, beginning at noon at the halfway point and ending on the day school resumes after that Christmas school vacation.
- (d) Thanksgiving Break – Father shall have Thanksgiving Break in odd-numbered years, beginning at the time the children are dismissed from school for the Thanksgiving break and ending the following Monday when school resumes. Mother shall have Thanksgiving Break in even-numbered years, beginning at the time the children are dismissed from school for the Thanksgiving break and ending the following Monday when school resumes.
- (e) Spring Break Alternate Years – Mother shall have Spring Break in even-numbered years, beginning at the time the children are dismissed from school for the school's spring vacation and ending on the day school resumes after that vacation. Father shall have Spring Break in odd-numbered years, beginning at the time the children are dismissed from school for the school's spring vacation and ending on the day school resumes after that vacation.
- (f) Memorial Day Weekend. The parties shall alternate years with Mother having odd years and Father having even years from the time the children are dismissed from school until the day school resumes.
- (g) Easter Weekend. The parties shall alternate years with Father having even-numbered years and Mother having odd numbered years from the time the children are dismissed from school until the day school resumes.
- (h) Martin Luther King Weekend. The parties shall alternate years with Father having even-numbered years and Mother having odd numbered years from the time the children are dismissed from school

KC
JGG
ID RSFaZB8TEJmhcR25Ysu8kzi

K.C. / J.G.G.

until the day school resumes.

- (i) Labor Day Weekend. The parties shall alternate years with Mother having odd years and Father having even years from the time the children are dismissed from school until the day school resumes.
- (j) President's Day Weekend. The parties shall alternate years with Mother having even-numbered years and Father having odd-numbered years from the time the children are dismissed from school until the day school resumes.
- (k) 4th of July Weekend. The parties shall alternate years with Mother having even-numbered years and Father having odd-numbered years from Friday at 5pm until Monday at 8am. The weekend is deemed to be the Friday before the holiday occurs. Summer travel will take precedence over this weekend timesharing.
- (l) Summer Timesharing. The parties shall exercise a one week on/off timesharing schedule for the summer. The day in which school ends commences Mother's timesharing which shall continue until the following Friday such that she has a full week of timesharing. Thereafter, the parties shall alternate weeks with a Friday exchange. The pick/drop off shall be at camp, if in session, and if not in session, then beginning/ending at 8am.
- (i) Extended Summer Timesharing. Both parties shall be entitled to 21 overnights of uninterrupted timesharing for travel purposes (if not traveling or if returned early then regular schedule resumes). Both parties shall give written notice of desired dates no later than April 1st of each year. Once Mother receives Father's dates, she has 10 days to adjust her dates such that they "bookend" Father's dates. If there is a conflict in dates, then Mother shall have priority in odd numbered years and Father shall have priority in even numbered years. Failure to timely designate waives the time.

- (ii) Father's summer shall be exercised in one block of

DS
KC JGG
ID: RSFaZB8TEJmhcR25bYsu8Ys

K.C. / J.G.G.

timesharing. It is intended that Father's summer commences the 1st of July each year. However, For the summer of 2024 Father shall exercise his 21 consecutive overnights for travel in a manner that the children leave no earlier than July 17, 2024. Mother's 21 consecutive overnights shall be any combination of before/after Father's trip. Father's extended summer timesharing shall always take into account sport tryouts and practices which typically occur in the summer.

(iii) Mother's timesharing shall be exercised at the end or beginning or both of Father's timesharing each year.

(m) Father's/Mother's Day Weekend - Each year, beginning at the end of school/camp or at the parent's homes if camp/school is not in session on the Friday preceding Father's/Mother's Day and ending the following Monday morning the children shall be with their respective parent for the holiday.

3.5 Trading Holidays. The parents may trade holidays for a given year based upon mutual written agreement. This shall not affect holidays for subsequent years.

3.6 General Terms and Conditions. Except as otherwise explicitly provided in this time-sharing schedule, the terms and conditions of time-sharing that apply regardless of the distance between the residence of a parent and the children are as follows:

(a) Transportation. The parent beginning his or her time-sharing shall provide transportation for the children. All drop offs/pick-ups shall be at school/camp or the parents' homes unless otherwise mutually agreed by the parties.

(b) Exchange. Both parents shall have the children ready on time at the agreed upon time of exchange. The children are not to be expected to pack up and transport their belongings. Each parent must have at their respective homes a second set of the children's toiletries, skin care products, make-up, shampoos, conditioners, deodorants, clothes, undergarments, shoes, uniforms, a 2nd set of any equipment needed for sports and the like. This will make the transition from one home

to the other much easier for the children. The children should not be expected to transport anything between homes except their back-pack and their electronics. If a parent is more than 30 minutes late without contacting the other parent to make other arrangements, the parent with the children may proceed with other plans and activities. Each parent shall purchase and provide the children with clothing and necessities to have at their respective homes.

- (c) Notice to School and Other Parent. If a parent's period of time-sharing with the children ends at the time school resumes and for any reason the children are not or will not be returned to school, such parent shall immediately notify the school and the other parent that the children will not be or have not been returned to school. If a child will be late to school, the parent will notify the other parent and provide the proper note to school related to same.
- (d) Activities. Each party shall ensure that the children will attend regularly scheduled activities during the periods of time the children spend with him or her whether it falls on holiday/break or not.
- (e) Travel. Either parent may travel with the children at their sole expense. The children may fly unaccompanied on direct flights only. For all travel, a full itinerary including airlines, flight numbers, location of accommodations, contact numbers and dates shall be provided to the other parent a minimum of two weeks prior to travel. Upon receipt of the itinerary the U.S. passports shall be provided by Mother to Father. Mother shall hold the children's U.S. passports during all other times. The Father shall hold the children's Spanish passports at all times. In the event the passports need renewing, the parties shall fully and timely cooperate with each other for same and shall be equally responsible for the costs of same.
- i. The non-traveling parent will execute any and all documents reasonably necessary to facilitate the children's travel out of the country.
 - ii. Travel out of the country is permitted with the proper notice and itinerary as outlined above so long as it is to a country that is a signatory member of The Hague convention on Civil Aspects of Child Abduction. Otherwise, written

consent is required.

(f) Overnight supervision. The parties shall ensure the children are never left alone at midnight or later. If a parent cannot be with the children by midnight and through the remainder of the night, then that parent shall notify the other parent as soon as possible and the parent without the children shall be entitled to retrieve the children. Once the parent entitled to timesharing is able to be present with the children then that parent may retrieve the children at that time.

**ARTICLE IV
OTHER PROVISIONS RELATING TO THE CHILDREN**

4.1 Communication 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 may communicate with each other in person, by telephone, by letter, by e-mail, or text.

4.2 Communication Between Parent and Children.

(a) The children may have telephone, e-mail, and other electronic communication with the other parent anytime. The children's phones/service shall not be taken from them without mutual written consent from the other parent. The Mother shall continue to pay for the children's cell phones. Both parents shall be entitled to any and all usernames/passwords for the children's phones and/or apps but must obtain same from the children directly. Neither parent is responsible for obtaining this information from the children for the other parent. Neither parent is permitted to monitor, view, or otherwise see any communications between the other parent and a child.

4.3 Informed Whereabouts. Each parent shall keep the other parent informed regarding the whereabouts of the minor children, including with respect to overnight visits with relatives or friends. If a child will spend one or more overnights outside of the residence of the parent, that parent will provide to

KC DS
ID RSFaZB8TEJMhcR25b1s08KZ1 JGG

K.C. / J.G.G.

the other parent, upon request, the addresses, telephone numbers of each location, the length of the stay, and the name of all persons who may provide care for the child during the stay, the departure time and date, and the time and date of the child's return or arrival.

- 4.4 No Activity that Endangers Children. The parents shall refrain from engaging in any activity which may endanger the health, safety or morals of the children.
- 4.5 Designation for Other Legal Purposes. The children named in this Parenting Plan are scheduled to reside the majority of the time with 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.
- 4.6 Relocation of Children. It is acknowledged that in the event that a parent seeks to relocate more than 50 miles away from the current residence as provided by Section 61.13001 of the Florida Statutes, such parent shall comply with the provisions of Section 61.13001 by either (a) obtaining written agreement in accordance with 61.13001(2) of the Florida Statutes from the other parent, and any other person entitled to time-sharing, or (b) serving a Petition to Relocate signed under oath or affirmation under penalty of perjury in accordance with Section 61.13001(3) of the Florida Statutes, giving the other parent, and any other person entitled to time-sharing, 20 days to object to the relocation and to request a determination by the Court.

IF A PARENT ATTEMPTS TO RELOCATE AND FAILS TO COMPLY WITH SECTION 61.13001(3) OF THE FLORIDA STATUTES REGARDING THE PETITION TO RELOCATE, SUCH PARENT MAY BE SUBJECT TO CONTEMPT AND OTHER PROCEEDINGS TO COMPEL THE RETURN OF ANY CHILD, AND SUCH NON-COMPLIANCE MAY BE TAKEN INTO ACCOUNT BY THE COURT IN A SUBSEQUENT DETERMINATION OR MODIFICATION OF THE PARENTING PLAN, ACCESS, OR THE TIME-SHARING SCHEDULE.

- 4.7 Notice of Parent's Relocation or Change of Residence. Either parent must give prior written notice at least twenty (20) days before the day that he or

KC
ID: RSFaZB8TEJMhcR25yysu9K21
JGG

K.C. / J.G.G.

she is to change residence (regardless of whether the residence of any child will change). Such notice must be made to the other parent by certified mail, return receipt requested, and must include the new address.

- 4.8 No Disparagement of Other Parent. No parent shall make disparaging comments about the other parent to any child or while in the presence of any child, nor allow any other person to do so.

**ARTICLE V
CHILD SUPPORT AND INSURANCE**

Statements of the Parties Relative to Child Support

- 5.1 The parties agree that the amounts in the Child Support Guidelines Worksheets attached hereto and incorporated herein are correct and should be incorporated into the judgment of the Court as findings of fact.
- 5.2 The parties agree that the children spend a substantial amount of time with both parents, which should be considered in regard to the calculation of child support. The percentages of overnight stays with each parent are as follows: Petitioner, 50%; Respondent, 50%.

Child Support

- 5.3 Mother shall pay to Father child support in the amount of \$750.00 per month for the two (2) children commencing on the first of the month following the closing of the sale of the marital home, to be paid monthly, and a like payment due on the 1st of each month thereafter and terminating on the earliest of the below events. After the first 13 months, Mother's child support shall increase to \$1,500 per month until emancipation of the eldest child at which time Mother's support reduces to \$1,000.
- 5.4 Mother shall continue payment of child support until a minor or dependent child: (a) reaches the age of 18, (b) become emancipated, (c) marry, (d) join the armed services, (e) die, or (f) become self-supporting; or until modified by order of the Court or by written agreement of the parties approved by the Court.

KC
 ID: RSFaZB8TEJMhcR25bYs0k2f
 JGG

K.C. / J.G.G.

5.5 The child support obligation shall continue beyond the age of 18 and until high school graduation for any child who is (a) dependent in fact; (b) between the ages of 18 and 19; and (c) still in high school, performing in good faith with a reasonable expectation of graduation before the age of 19.

Child-Related Expenses

5.6 "Child-Related Expenses" means after-care, before-care, tutoring, year books, class parties, field trips, school supplies, summer camps for work purposes.

5.7 Child-Related Expenses shall be divided by the parties as follows: Mother shall pay 70% and Father shall pay 30%. However, when Mother's support increases as noted above then Mother's share is 85% and Father's share is 15%. A party who pays for such an expense shall submit to the other party documentation of the same within fifteen (15) days of paying; within fifteen (15) days after the nonpaying party receives such notification, that party shall pay his or her share of the expense.

Other Provisions Regarding Child Support

5.8 No Income Deduction. The parties agree that immediate income deduction shall not be implemented at this time, and that income deduction is not in the best interest of the children.

5.9 Direct Payment of Child Support. The parties agree that payments of child support shall be made directly by Mother to Father, instead of through a depository, the State Disbursement Unit, or immediate income deduction. Payments shall be made directly via Zelle or bank transfer, and both parties shall each keep their own records of all payments due and all payments made.

5.10 In the event of a default in the payment of support equal to one month's obligation, either party may initiate payment of child support through an income deduction order by filing an affidavit pursuant to Section 61.13(1)(d) of the Florida Statutes.

DS
KC JGG
ID RSFaZB8TEJMhcR25by*su8kzi
K.C. / J.G.G.

Health and Dental Insurance

5.11

- (a) For as long as either party has a legal duty to support any child who is a subject of this Parenting Plan, or until further order of the Court, the parties shall provide private health and dental insurance that includes insurance for each such child, and the premiums of such insurance shall be divided as follows: Mother shall pay 70% and Father shall pay 30%. However, when Mother's support increases as noted above then Mother's share is 85% and Father's share is 15%.
- (b) Mother currently carries the children through COBRA. Father would like to apply for Healthy Kids or other health insurance to obtain lower health insurance premiums for the children. Any other insurance obtained by Father must be equal to or better coverage than what the children currently have. The Father shall purchase the Healthy Kids/other health insurance plan in compliance with this agreement so long as the premiums are less than the current COBRA and any subsequent plan Mother has available to her. Currently, Mother is paying \$1,748.00 per month for the children's health insurance. COBRA will reduce to \$1,167.53 as of 1/1/24. The children are currently on the AETNA CC90 + Dental plan via COBRA.
- (b) If/when Father obtains health and dental insurance through Healthy Kids Florida/other compliant health insurance, he shall notify Mother immediately and provide her a copy of the insurance cards, plan documents, online access information and premium information upon receipt. Then the parties shall utilize said plan and Mother shall then cancel the kids from COBRA. If Father applies for Healthy Kids/other compliant insurance, then he shall provide written proof of same to Mother within 5 days of his making application. Any and all responses from the program and any and all insurance information, id cards or the like shall be provided to Mother within 5 days of Father's receipt of same.

5.12 Each party shall cooperate with the other in the procurement of the above-described insurance and the filing of claims. The party providing an

KC
ID: RSFaZB8TEJmhcR25b7su8k21
DS
JGG

K.C. / J.G.G.

insurance policy covering any child hereunder shall (a) submit all forms required by the insurance company for payment or reimbursement of health or dental care expenses incurred by either party on behalf of the child to the insurance carrier within ten days of that party's receiving any form, receipt, bill, or statement reflecting the expenses, and (b) shall provide to the other party the following information, as applicable, no later than the thirtieth (30th) day after the date this Parenting Plan has been signed: the name and address of the employer of the party providing insurance; whether the employer is self-insured or has health or dental insurance available; proof that such insurance has been provided for that child; and the name of the insurance carrier, the number of the policy, a copy of the policy and schedule of benefits, an insurance membership card, claim forms, and any other information necessary to submit a claim or, if the employer is self-insured, a copy of the schedule of benefits, a membership card, claim forms, and any other information necessary to submit a claim. Any change in the foregoing information (including a termination or lapse in coverage) shall be provided by the party providing insurance to the other party within ten (10) days after the providing party learns of such change.

Noncovered Health Care Expenses

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

5.14 Noncovered Health Care Expenses and insurance premiums shall be divided by the parties as follows: Mother shall pay 70% and Father shall pay 30%. However, when Mother's support increases as noted above then Mother's share is 85% and Father's share is 15%. A party who pays for a Noncovered Health Care Expense and/or insurance premium or receives notice of the same shall submit to the other party proof of payment or such notice within fifteen (15) days of payment or receipt of notice. Within fifteen (15) days after the other party receives such notification, the other party shall reimburse

KC
ID RSFaZB8TEJMhcR25b/su8K21
DS
JGG

K.C. / J.G.G.

the paying party or pay the billing party directly for his or her share of the expense, as applicable.

- 5.15 Responsibility of any party for payment of health insurance, dental insurance, and/or Noncovered Health Care Expenses shall be considered child support for purposes of enforcement.

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

- 6.1 Written Notice of Change of Information. Any parent shall give written notice to the other party (and, if paying child support through the State Disbursement Unit, to the State Disbursement Unit) by registered or certified mail of any intended change in the following information: (a) name, (b) marital status, (c) residence address, (d) mailing address, (e) home telephone number, (f) name of employer, (g) address of employment, or (h) work telephone number. Such written notice must be provided no later than thirty (30) days before a change of any of the foregoing information; provided, however, if the party does not know or could not have known of the change in sufficient time to provide such prior notice, the party shall provide written notice of the change on or before twenty-four (24) hours after the party learns of the change. The parent shall also notify the court in writing within seven (7) days of any changes.
- 6.2 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, or enforcement before a party attends a hearing regarding an issue of any such dispute or regarding modification of any terms and conditions of this Parenting Plan, that party shall make a good faith attempt to submit the dispute or controversy to mediation at least 30 days prior to attending said hearing.
- 6.3 No Waiver of Breach. The failure of a party to insist on strict performance of any provision of this Parenting Plan shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

DS
KC JGG
ID: RSFaZB8TEJmhcK25bYeu8kzi

K.C. / J.G.G.

- 6.4 Severability. This Parenting Plan is severable, and if any term or provision is determined to be unenforceable, this shall not render the remainder of the Parenting Plan unenforceable.
- 6.5 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 Parenting Plan.
- 6.6 Time is of the essence for all aspects of this agreement.

I, Karin S. Carbaugh, 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.

Date: 1/5/2024

Karin S. Carbaugh

ID RSPFaZB8TEJMhcR25bYsu8kzi

Karin S. Carbaugh, Mother

I, Juan Gomez Guillen, 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.

Date: 1/4/2024

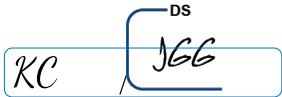
DocuSigned by:

Juan Gomez Guillen

0BDF7E5B5C50402...

Juan Gomez Guillen, Father

NOT A CERTIFIED COPY



ID RSPFaZB8TEJMhcR25bYsu8kzi

 K.C. / J.G.G.

CHILD SUPPORT GUIDELINES WORKSHEET

	A. PETITIONER	B. RESPONDENT	TOTAL
<p>1. Present Net Monthly Income Enter the amount from line number 27, Section I of Florida Family Law Rules of Procedure Form 12.902(b) or (c), Financial Affidavit.</p>	\$7700.00	\$3000.00	\$10,700.00
<p>2. Basic Monthly Obligation There are <u>two</u> minor children common to the parties. Using the total amount from line 1, enter the appropriate amount from the child support guidelines chart.</p>			\$2,280.50
<p>3. Percent of Financial Responsibility Divide the amount on line 1A by the total amount on line 1 to get Petitioner's percentage financial responsibility. Enter answer on line 3A. Divide the amount on line 1B by the total amount on line 1 to get Respondent's percentage of financial responsibility. Enter answer on line 3B.</p>	71.96%	28.04%	
<p>4. Share of Basic Monthly Obligation Multiply the number on line 2 by the percentage on line 3A to get Petitioner's share of basic obligation. Enter answer on line 4A. Multiply the number on line 2 by the percentage on line 3B to get Respondent's share of basic obligation. Enter answer on line 4B.</p>	\$1,641.11	\$639.39	

Additional Support - Health Insurance, Child Care & Other

	A. PETITIONER	B. RESPONDENT	TOTAL
5.			
a. 100% of Monthly Child Care Costs [Child care costs should not exceed the level required to provide quality care from a licensed source. See section 61.30(7), Fla. Stat. for more information.]			\$0.00
b. Total Monthly Children's Health Insurance Cost [This is only amounts actually paid for health insurance on the children.]			\$0.00
c. Total Monthly Children's Noncovered Medical, Dental and Prescription Medication Costs			\$0.00
d. Total Monthly Child Care & Health Costs [Add lines 5a+5b+5c.]			\$0.00
6. Additional Support Payments Multiply the number on line 5d by the percentage on line 3A to determine the Petitioner's share. Enter answer on line 6A. Multiply the number on line 5d by the percentage on line 3B to determine the Respondent's share. Enter answer on line 6B.	\$0.00	\$0.00	
Statutory Adjustments/Credits			
	A. PETITIONER	B. RESPONDENT	TOTAL
7.			
a. Monthly child care payments	\$0.00	\$0.00	

	actually made.			
b.	Monthly health insurance payments actually made.	\$0.00	\$0.00	
c.	Other payments/credits actually made for any noncovered medical, dental and prescription medication expenses of the children not ordered to be separately paid on a percentage basis. (See § 61.30 (8), Florida Statutes.)	\$0.00	\$0.00	
8.	Total Support Payments actually made [Add 7a through 7c.]	\$0.00	\$0.00	
9.	MINIMUM CHILD SUPPORT OBLIGATION FOR EACH PARENT [Line 4 plus line 6; minus line 8.]	\$1,641.11	\$639.39	
Substantial Time-Sharing (GROSS UP METHOD) If each parent exercises time-sharing at least 20 percent of the overnights in the year (73 overnights in the year), complete Nos. 10 through 21				
		A. PETITIONER	B. RESPONDENT	TOTAL
10.	Basic Monthly Obligation x 150% [Multiply line 2 by 1.5]			\$3,420.75
11.	Increased Basic Obligation for each parent. Multiply the number on line 10 by the percentage on line 3A to determine the Petitioner's share. Enter answer on line 11A. Multiply the number on line 10 by the percentage on line 3B to determine the Respondent's share. Enter answer on line 11B.	\$2,461.66	\$959.09	

<p>12. Percentage of overnight stays with each parent. The children spend <u>182.5</u> overnight stays with the Petitioner each year. Using the number on the above line, multiply it by 100 and divide by 365. Enter this number on line 12A. The children spend <u>182.5</u> overnight stays with the Respondent each year. Using the number on the above line, multiply it by 100 and divide by 365. Enter this number on line 12B.</p>	50.0%	50.0%	
<p>13. Parent's support multiplied by other Parent's percentage of overnights [Multiply line 11A by line 12B. Enter this number in 13A. Multiply line 11B by line 12A. Enter this number in 13B.]</p>	\$1,230.83	\$479.55	
Additional Support - Health Insurance, Child Care & Other			
	A. PETITIONER	B. RESPONDENT	TOTAL
<p>14. a. Total Monthly Child Care Costs [Child care costs should not exceed the level required to provide quality care from a licensed source. See section 61.30(7), Fla. Stat. for more information.]</p>			\$0.00
<p>b. Total Monthly Children's Health Insurance Cost. [This is only amounts actually paid for health insurance on the children.]</p>			\$0.00
<p>c. Total Monthly Children's Noncovered Medical, Dental and Prescription Costs.</p>			\$0.00

d.	Total Monthly Child Care & Health Costs [Add lines 14a+14b+14c.]			\$0.00
15.	Additional Support Payments. Multiply the number on line 14d by the percentage on line 3A to determine the Petitioner's share. Enter answer on line 15A. Multiply the number on line 14d by the percentage on line 3B to determine the Respondent's share. Enter answer on line 15B.	\$0.00	\$0.00	
Statutory Adjustments/Credits				
		A. PETITIONER	B. RESPONDENT	TOTAL
16.		\$0.00	\$0.00	
a.	Monthly child care payments actually made.			
b.	Monthly health insurance payments actually made.	\$0.00	\$0.00	
c.	Other payments/credits actually made for any noncovered medical, dental and prescription medication expenses of the children not ordered to be separately paid on a percentage basis. [See Section 61.30 (8), Florida Statutes.]	\$0.00	\$0.00	
17.	Total Support Payments actually made [Add 16a through 16c.]	\$0.00	\$0.00	
18.	Total Additional Support Transfer Amount [Line 15 minus line 17; Enter any negative number as zero.]	\$0.00	\$0.00	
19.	Total Child Support Owed from	\$1,230.83		

	Petitioner to Respondent [Add line 13A+18A.]			
20.	Total Child Support Owed from Respondent to Petitioner [Add line 13B+18B.]		\$479.55	
21.	Actual Child Support to Be Paid. [Comparing lines 19 and 20, Subtract the smaller amount owed from the larger amount owed and enter the result in the column for the parent that owes the larger amount of support.]	\$ <u>751.28</u>	\$ <u>0.00</u>	

ADJUSTMENTS TO GUIDELINES AMOUNT. If you or the other parent is requesting the Court to award a child support amount that is more or less than the child support guidelines, you must complete and file Motion to Deviate from Child Support Guidelines.

a. **Deviation from the guidelines amount is requested.** The Motion to Deviate from Child Support Guidelines is attached.

b. **Deviation from the guidelines amount is NOT requested.** The Motion to Deviate from Child Support Guidelines is not attached.

NOT A CERTIFIED COPY

CHILD SUPPORT GUIDELINES WORKSHEET

	A. PETITIONER	B. RESPONDENT	TOTAL
<p>1. Present Net Monthly Income Enter the amount from line number 27, Section I of Florida Family Law Rules of Procedure Form 12.902(b) or (c), Financial Affidavit.</p>	\$16750.00	\$3000.00	\$19,750.00
<p>2. Basic Monthly Obligation There is <u>one</u> minor child common to the parties. Using the total amount from line 1, enter the appropriate amount from the child support guidelines chart.</p>			\$1,924.50
<p>3. Percent of Financial Responsibility Divide the amount on line 1A by the total amount on line 1 to get Petitioner's percentage financial responsibility. Enter answer on line 3A. Divide the amount on line 1B by the total amount on line 1 to get Respondent's percentage of financial responsibility. Enter answer on line 3B.</p>	84.81%	15.19%	
<p>4. Share of Basic Monthly Obligation Multiply the number on line 2 by the percentage on line 3A to get Petitioner's share of basic obligation. Enter answer on line 4A. Multiply the number on line 2 by the percentage on line 3B to get Respondent's share of basic obligation. Enter answer on line 4B.</p>	\$1,632.17	\$292.33	

Additional Support - Health Insurance, Child Care & Other

	A. PETITIONER	B. RESPONDENT	TOTAL
5.			
a. 100% of Monthly Child Care Costs [Child care costs should not exceed the level required to provide quality care from a licensed source. See section 61.30(7), Fla. Stat. for more information.]			\$0.00
b. Total Monthly Child's Health Insurance Cost [This is only amounts actually paid for health insurance on the child.]			\$0.00
c. Total Monthly Child's Noncovered Medical, Dental and Prescription Medication Costs			\$0.00
d. Total Monthly Child Care & Health Costs [Add lines 5a+5b+5c.]			\$0.00
6. Additional Support Payments Multiply the number on line 5d by the percentage on line 3A to determine the Petitioner's share. Enter answer on line 6A. Multiply the number on line 5d by the percentage on line 3B to determine the Respondent's share. Enter answer on line 6B.	\$0.00	\$0.00	
Statutory Adjustments/Credits			
	A. PETITIONER	B. RESPONDENT	TOTAL
7.			
a. Monthly child care payments	\$0.00	\$0.00	

	actually made.			
b.	Monthly health insurance payments actually made.	\$0.00	\$0.00	
c.	Other payments/credits actually made for any noncovered medical, dental and prescription medication expenses of the child not ordered to be separately paid on a percentage basis. (See § 61.30 (8), Florida Statutes.)	\$0.00	\$0.00	
8.	Total Support Payments actually made [Add 7a through 7c.]	\$0.00	\$0.00	
9.	MINIMUM CHILD SUPPORT OBLIGATION FOR EACH PARENT [Line 4 plus line 6; minus line 8.]	\$1,632.17	\$292.33	
Substantial Time-Sharing (GROSS UP METHOD) If each parent exercises time-sharing at least 20 percent of the overnights in the year (73 overnights in the year), complete Nos. 10 through 21				
		A. PETITIONER	B. RESPONDENT	TOTAL
10.	Basic Monthly Obligation x 150% [Multiply line 2 by 1.5]			\$2,886.75
11.	Increased Basic Obligation for each parent. Multiply the number on line 10 by the percentage on line 3A to determine the Petitioner's share. Enter answer on line 11A. Multiply the number on line 10 by the percentage on line 3B to determine the Respondent's share. Enter answer on line 11B.	\$2,448.26	\$438.49	

<p>12. Percentage of overnight stays with each parent. The child spends <u>182.5</u> overnight stays with the Petitioner each year. Using the number on the above line, multiply it by 100 and divide by 365. Enter this number on line 12A. The child spends <u>182.5</u> overnight stays with the Respondent each year. Using the number on the above line, multiply it by 100 and divide by 365. Enter this number on line 12B.</p>	50.0%	50.0%	
<p>13. Parent's support multiplied by other Parent's percentage of overnights [Multiply line 11A by line 12B. Enter this number in 13A. Multiply line 11B by line 12A. Enter this number in 13B.]</p>	\$1,224.13	\$219.25	
Additional Support - Health Insurance, Child Care & Other			
	A. PETITIONER	B. RESPONDENT	TOTAL
<p>14. a. Total Monthly Child Care Costs [Child care costs should not exceed the level required to provide quality care from a licensed source. See section 61.30(7), Fla. Stat. for more information.]</p>			\$0.00
<p>b. Total Monthly Child's Health Insurance Cost. [This is only amounts actually paid for health insurance on the child.]</p>			\$0.00
<p>c. Total Monthly Child's Noncovered Medical, Dental and Prescription Costs.</p>			\$0.00

d.	Total Monthly Child Care & Health Costs [Add lines 14a+14b+14c.]			\$0.00
15.	<p>Additional Support Payments. Multiply the number on line 14d by the percentage on line 3A to determine the Petitioner's share. Enter answer on line 15A.</p> <p>Multiply the number on line 14d by the percentage on line 3B to determine the Respondent's share. Enter answer on line 15B.</p>	\$0.00	\$0.00	
Statutory Adjustments/Credits				
		A. PETITIONER	B. RESPONDENT	TOTAL
16.		\$0.00	\$0.00	
a.	Monthly child care payments actually made.			
b.	Monthly health insurance payments actually made.	\$0.00	\$0.00	
c.	Other payments/credits actually made for any noncovered medical, dental and prescription medication expenses of the child not ordered to be separately paid on a percentage basis. [See Section 61.30 (8), Florida Statutes.]	\$0.00	\$0.00	
17.	Total Support Payments actually made [Add 16a through 16c.]	\$0.00	\$0.00	
18.	Total Additional Support Transfer Amount [Line 15 minus line 17; Enter any negative number as zero.]	\$0.00	\$0.00	
19.	Total Child Support Owed from	\$1,224.13		

	Petitioner to Respondent [Add line 13A+18A.]			
20.	Total Child Support Owed from Respondent to Petitioner [Add line 13B+18B.]		\$219.25	
21.	Actual Child Support to Be Paid. [Comparing lines 19 and 20, Subtract the smaller amount owed from the larger amount owed and enter the result in the column for the parent that owes the larger amount of support.]	\$ <u>1,004.88</u>	\$ <u>0.00</u>	

ADJUSTMENTS TO GUIDELINES AMOUNT. If you or the other parent is requesting the Court to award a child support amount that is more or less than the child support guidelines, you must complete and file Motion to Deviate from Child Support Guidelines.

a. **Deviation from the guidelines amount is requested.** The Motion to Deviate from Child Support Guidelines is attached.

b. **Deviation from the guidelines amount is NOT requested.** The Motion to Deviate from Child Support Guidelines is not attached.

NOT A CERTIFIED COPY

CHILD SUPPORT GUIDELINES WORKSHEET

	A. PETITIONER	B. RESPONDENT	TOTAL
<p>1. Present Net Monthly Income Enter the amount from line number 27, Section I of Florida Family Law Rules of Procedure Form 12.902(b) or (c), Financial Affidavit.</p>	\$16200.00	\$3000.00	\$19,200.00
<p>2. Basic Monthly Obligation There are <u>two</u> minor children common to the parties. Using the total amount from line 1, enter the appropriate amount from the child support guidelines chart.</p>			\$2,918.00
<p>3. Percent of Financial Responsibility Divide the amount on line 1A by the total amount on line 1 to get Petitioner's percentage financial responsibility. Enter answer on line 3A. Divide the amount on line 1B by the total amount on line 1 to get Respondent's percentage of financial responsibility. Enter answer on line 3B.</p>	84.38%	15.63%	
<p>4. Share of Basic Monthly Obligation Multiply the number on line 2 by the percentage on line 3A to get Petitioner's share of basic obligation. Enter answer on line 4A. Multiply the number on line 2 by the percentage on line 3B to get Respondent's share of basic obligation. Enter answer on line 4B.</p>	\$2,462.06	\$455.94	

Additional Support - Health Insurance, Child Care & Other

	A. PETITIONER	B. RESPONDENT	TOTAL
5.			
a. 100% of Monthly Child Care Costs [Child care costs should not exceed the level required to provide quality care from a licensed source. See section 61.30(7), Fla. Stat. for more information.]			\$0.00
b. Total Monthly Children's Health Insurance Cost [This is only amounts actually paid for health insurance on the children.]			\$0.00
c. Total Monthly Children's Noncovered Medical, Dental and Prescription Medication Costs			\$0.00
d. Total Monthly Child Care & Health Costs [Add lines 5a+5b+5c.]			\$0.00
6. Additional Support Payments Multiply the number on line 5d by the percentage on line 3A to determine the Petitioner's share. Enter answer on line 6A. Multiply the number on line 5d by the percentage on line 3B to determine the Respondent's share. Enter answer on line 6B.	\$0.00	\$0.00	
Statutory Adjustments/Credits			
	A. PETITIONER	B. RESPONDENT	TOTAL
7.			
a. Monthly child care payments	\$0.00	\$0.00	

	actually made.			
b.	Monthly health insurance payments actually made.	\$0.00	\$0.00	
c.	Other payments/credits actually made for any noncovered medical, dental and prescription medication expenses of the children not ordered to be separately paid on a percentage basis. (See § 61.30 (8), Florida Statutes.)	\$0.00	\$0.00	
8.	Total Support Payments actually made [Add 7a through 7c.]	\$0.00	\$0.00	
9.	MINIMUM CHILD SUPPORT OBLIGATION FOR EACH PARENT [Line 4 plus line 6; minus line 8.]	\$2,462.06	\$455.94	
Substantial Time-Sharing (GROSS UP METHOD) If each parent exercises time-sharing at least 20 percent of the overnights in the year (73 overnights in the year), complete Nos. 10 through 21				
		A. PETITIONER	B. RESPONDENT	TOTAL
10.	Basic Monthly Obligation x 150% [Multiply line 2 by 1.5]			\$4,377.00
11.	Increased Basic Obligation for each parent. Multiply the number on line 10 by the percentage on line 3A to determine the Petitioner's share. Enter answer on line 11A. Multiply the number on line 10 by the percentage on line 3B to determine the Respondent's share. Enter answer on line 11B.	\$3,693.09	\$683.91	

<p>12. Percentage of overnight stays with each parent. The children spend <u>182.5</u> overnight stays with the Petitioner each year. Using the number on the above line, multiply it by 100 and divide by 365. Enter this number on line 12A. The children spend <u>182.5</u> overnight stays with the Respondent each year. Using the number on the above line, multiply it by 100 and divide by 365. Enter this number on line 12B.</p>	50.0%	50.0%	
<p>13. Parent's support multiplied by other Parent's percentage of overnights [Multiply line 11A by line 12B. Enter this number in 13A. Multiply line 11B by line 12A. Enter this number in 13B.]</p>	\$1,846.55	\$341.96	
Additional Support - Health Insurance, Child Care & Other			
	A. PETITIONER	B. RESPONDENT	TOTAL
<p>14. a. Total Monthly Child Care Costs [Child care costs should not exceed the level required to provide quality care from a licensed source. See section 61.30(7), Fla. Stat. for more information.]</p>			\$0.00
<p>b. Total Monthly Children's Health Insurance Cost. [This is only amounts actually paid for health insurance on the children.]</p>			\$0.00
<p>c. Total Monthly Children's Noncovered Medical, Dental and Prescription Costs.</p>			\$0.00

d.	Total Monthly Child Care & Health Costs [Add lines 14a+14b+14c.]			\$0.00
15.	Additional Support Payments. Multiply the number on line 14d by the percentage on line 3A to determine the Petitioner's share. Enter answer on line 15A. Multiply the number on line 14d by the percentage on line 3B to determine the Respondent's share. Enter answer on line 15B.	\$0.00	\$0.00	
Statutory Adjustments/Credits				
		A. PETITIONER	B. RESPONDENT	TOTAL
16.		\$0.00	\$0.00	
a.	Monthly child care payments actually made.			
b.	Monthly health insurance payments actually made.	\$0.00	\$0.00	
c.	Other payments/credits actually made for any noncovered medical, dental and prescription medication expenses of the children not ordered to be separately paid on a percentage basis. [See Section 61.30 (8), Florida Statutes.]	\$0.00	\$0.00	
17.	Total Support Payments actually made [Add 16a through 16c.]	\$0.00	\$0.00	
18.	Total Additional Support Transfer Amount [Line 15 minus line 17; Enter any negative number as zero.]	\$0.00	\$0.00	
19.	Total Child Support Owed from	\$1,846.55		

	Petitioner to Respondent [Add line 13A+18A.]			
20.	Total Child Support Owed from Respondent to Petitioner [Add line 13B+18B.]		\$341.96	
21.	Actual Child Support to Be Paid. [Comparing lines 19 and 20, Subtract the smaller amount owed from the larger amount owed and enter the result in the column for the parent that owes the larger amount of support.]	\$ <u>1,504.59</u>	\$ <u>0.00</u>	

ADJUSTMENTS TO GUIDELINES AMOUNT. If you or the other parent is requesting the Court to award a child support amount that is more or less than the child support guidelines, you must complete and file Motion to Deviate from Child Support Guidelines.

a. **Deviation from the guidelines amount is requested.** The Motion to Deviate from Child Support Guidelines is attached.

b. **Deviation from the guidelines amount is NOT requested.** The Motion to Deviate from Child Support Guidelines is not attached.

NOT A CERTIFIED COPY