

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2020-002446-FC-04

SECTION: FC29

JUDGE: Marcia Del Rey

Spain, Sheldon

Petitioner(s)

vs.

Saddler, Tisha

Respondent(s)

_____ /

AGREED FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE, having come before and been heard by this Honorable Court on August 28th, 2022, January 9th, 2023, and January 10th, 2023, via zoom platform, upon the Petition for Dissolution of Marriage filed by the Petitioner, and the Counter-Petition filed by the Respondent. The Parties having been colloquized in open court, and this Honorable Court having heard argument of counsel, testimony of the Parties, and having reviewed the evidence received into evidence the Petitioner and Respondent have satisfied the residency requirement set forth by the laws of the State of Florida, and this Honorable Court having received sufficient evidence to support jurisdiction of the marriage, which is the subject of this action is irretrievably broken, and this Honorable Court being otherwise fully advised in the premises, makes the following agreed to findings of fact and reaches the following conclusions of law.

ACCORDINGLY, IT IS ORDERED AND ADJUDGED THAT:

1. This Honorable Court has jurisdiction over the subject matter, minor child, and the Parties hereto.

2. The Petitioner has been a resident of the State of Florida for more than six (6) months immediately prior to the filing of the Petition for Dissolution of Marriage in the instant action.
3. The Eleventh Judicial Circuit in and for Miami-Dade County, Florida has continuing jurisdiction over the children pursuant to the applicable Florida Statutes and the Uniform Child Custody Jurisdiction and Enforcement Act.
4. The State of 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.
5. The Petitioner and Respondent were married to each other on April 6, 2011.
6. Neither party is a member of the military of the United States of America or any of its allies.
7. The Parties had two children, Tyijan Spain born on 2/14/2007, Female, who is still a minor and Sheldon Spain born on 9/9/04, who has emancipated. No additional children are contemplated of this marriage.
8. The marriage of the parties is irretrievably broken.
9. The parties commenced trial on August 28, 2022, January 9th, 2023, and January 10th, 2023.
10. At trial the parties pronounced to the Court, the Parties reached a full resolution to all pending matters on January 10th, 2023.
11. The parties, through their respective counsel, announced the following agreement into the record, which is ratified, approved, and adopted by the Court as follows:

A. PARENTING PLAN TO FINAL JUDGMENT FOR DISSOLUTION OF

MARRIAGE.

This is a proposed Parenting Plan, which is submitted to the Court as the Parties Agreed Parenting Plan.

I. PARENTS

Father: SHELDON SPAIN

Mother: TISHA SADDLER

II. CHILD: This Parenting Plan is for the following minor child born to the Parties:

<u>Name</u>	<u>Date of Birth</u>	<u>Sex</u>
Tyijan Spain	2/xx/2007	Female

III. JURISDICTION

The jurisdictional bases for this Court to enter judgment regarding the parenting of the minor child area.

- b. The State of Florida is the child's home state for purposes of the State of Florida's Uniform Child Custody Jurisdiction and Enforcement Act, Section 61.501, F.S., *et seq.*, and The Hague Convention on the Civil Aspects of International Child Abduction, implemented pursuant to 42 U.S.C. §11601.
- c. Father and Mother declare and stipulate that the United States is the country of habitual residence of the child.
- d. Since birth, the child has been domiciled in Florida and have been residents of Florida and are citizens of the United States.
- e. Father and Mother declare and stipulate that Miami-Dade County and the State of Florida have the most significant contacts with the child and are the most appropriate

forum for addressing parenting and time-sharing orders regarding their child. Florida is the most appropriate state for this case and the Circuit Court of the Eleventh Judicial Circuit, Miami-Dade County, Florida is the most appropriate forum for this case.

f. Father and Mother each declare that there are no child custody proceedings pending in any other jurisdiction at the time this application is made.

g. Father and Mother each declare that no one other than each of them has made a claim or has a claim to custody of the child subject to this order in any jurisdiction, other than in the case in which this application is made.

IV. PARENTAL RESPONSIBILITY AND DECISION MAKING

1. **Parental Responsibility:** The parties shall have Shared Parental Responsibility of the minor child. The Parties agree it is in the best interests of the child that the parents confer and jointly make all major decisions affecting the welfare of the child. Major decisions include, but are not limited to, decisions about the child's education, healthcare, and other responsibilities unique to this family. It is contemplated that both parents will take the minor child to nonemergency health care appointments and will consult with each other when all health care appointments are made so that they each have a right to attend said appointments. The Parties shall communicate via Our Family Wizard and shall attend Co-parenting through a referral from the Court to Family Court Services.

2. **Parenting Principles:** The Parenting Principles are as follows:

h. The parents shall exercise shared parental responsibility of the child and attempt to isolate their prior conflicts from their roles as parents. The parents will not argue in front of the child or when the child is within hearing distance. The parents will be respectful to each other and if they are unable to agree on any issue, they will attempt to resolve any disputes with a mediator and/or Parent Coordinator and will not involve

- the child in their disputes as they get older. The Parties shall participate in Co-Parenting Counseling through Family Court Services.
- a. In agreeing to shared parenting, each of the parents agree that he/she will continue to have a full and active role in providing a sound moral, social, economic, and educational environment for the child.
 - j. The parents will consult with each other on substantial questions relating to the minor child and work cooperatively for the child's best interests.
 - k. In accepting the broad grant of privileges confirmed by this parenting plan, the parties specifically recognize that these powers will not be exercised for the purpose of frustrating, denying, or controlling in any manner the social development of the other parent.
 - ax. The parties will exert their best efforts to work cooperatively in future plans consistent with the best interests of the child and in amicably resolving child related disputes as they may arise.
 - all. Neither parent shall do anything which would estrange the child from the other which would injure the opinion of the child as to his mother or father or which would impair the natural development of the child's love and respect for each parent.
 - n. Each parent is under an affirmative duty to foster the love and affection of the child for the other parent. Neither parent shall, nor permit any third parties, to do or say anything to or in the presence of the child that will interfere with the love and affection of the child for the other parent.
 - o. The parents would like to establish consistent expectations and routines for the child and will communicate with one another and work cooperatively to accomplish this goal. Given the age of the child both parents recognize that their routines will change

a number of times. The parents will work cooperatively taking into accounts the developmental needs of the child.

3. Day-to-Day Decisions:

Unless otherwise specified in this Plan, each parent shall make decisions regarding day-to-day care and control of the child, including the performance of daily tasks, while the child is with that parent. Regardless of the allocation of decision making in this Parenting Plan, either parent may make emergency decisions affecting the health or safety of the child when the child is residing with that parent. A parent who makes an emergency decision shall share the decision with the other parent as soon as reasonably possible.

4. Medical/Dental/Mental Health Care: The following principles will apply to this Parenting Plan:

- p. Major decisions regarding the child's medical/dental/mental health care shall be made jointly by agreement of both parents. Major decisions in this area shall be defined as follows:
- q. Selection of doctor, dentist, or other medical or dental care provider.
- r. Whether to proceed with non-emergency, elective surgery.
- s. Whether to proceed with other significant medical or dental care.
- t. Whether to obtain orthodontic services.
- u. Whether to obtain counseling, evaluation or other mental or psychological care for the child.

5. HEALTH CARE PROVIDER SELECTION: The child will continue to be treated by his current healthcare providers. Future healthcare providers shall be selected by agreement of the parties. If there is a dispute regarding the medical, psychological, counseling, optical,

dental, or orthodontic care of the child, the parents shall first confer with the child's health care provider and when such advice is reasonable shall confer with the recommendations of the child's primary physician.

6. **HEALTH CARE AND HEALTH CARE SCHEDULING:** Both parties shall be involved in the scheduling of medical/dental/mental health care appointments for the child and neither party shall be advised of health care appointments at the last minute unless it is an emergency. If there is an emergency, then the parent taking the child will call the other parent on the way to the emergency care.

7. **MENTAL HEALTH TREATMENT FOR CHILD:** Once commenced, the duration of any counseling or other mental or psychological care shall be determined jointly by agreement of both parents, after consideration of the recommendations of the mental or psychological care provider.

a. Neither parent shall take the child to a psychologist, psychiatrist or counselor unless recommended by the child's physician or school or mutually agreed upon.

b. Each parent shall participate in the child's mental or psychological care as recommended by the mental or psychological care provider.

c. Both parents shall have the opportunity to review the qualifications of any mental health professionals and, except in the event of an emergency, may do further investigation into other available mental health professionals, as alternatives, before any mental health professional is retained; however, the parent who wants additional time to investigate must give notice to the other parent and must complete the review within 10 days unless the parties agree otherwise.

d. Both parents shall have equal and independent authority to confer with the child's medical care providers, and other programs with regard to the child's educational, emotional, and

social progress.

e. Both parents shall be listed as “emergency contacts” for the child immediately.

f. Medical Emergencies: The parent having actual physical responsibility of the child at any particular time shall take the responsibility of dealing with the medical and dental emergencies and, in an emergency, the permission of both parents concerning medical services shall not be necessary. The parent required to make the emergency decision shall notify the other parent of same as soon as possible.

g. Medical Notice: If either parent has any knowledge of any illness or accident or any other circumstances seriously affecting the child’s health and general welfare, said parent will promptly notify the other of such circumstances as quick as is reasonably practicable.

h. Parent’s Convenience: The parent who sets up a conference with any third party concerning the minor child (*i.e.*, a medical appointment), shall make every good faith effort to set up a conference at a time convenient to both parents.

8. **EDUCATION**: The following principles will apply to this Parenting Plan:

i. Major decisions regarding the child’s education shall be made jointly by agreement of both parents. Major decisions relating to Education shall be defined as follows:

x. Selection of schools.

xi. Participation in special education programs provided by the school.

l. Attendance at summer school.

m. Both parents recognize that the selection of the child’s school is of primary importance, and they agree to both confer on the decision as to where the child will go to school. In the event the child is attending public school, the parents agree that they will attend the school in whichever district is better rated irrespective of whether it is in the Mother or the Father’s

neighborhood.

- xiv. Both parents shall have equal and independent authority to confer with the child's school, day care, and other programs with regard to the child's educational, emotional, and social progress and to remain informed about the child's needs, progress, and special events, including parent-teacher conferences. Both parents will have electronic access to the school portal and calendar and therefore can keep themselves apprised of the school events, the child's progress, etc.
- xv. The parents will share information about the child's school progress, behavior and events that is not available on the school's portal.
- xvi. Both parents have the right to attend scheduled parent-teacher conference and will confer with each other so that they are scheduled at mutually convenient times when at all possible.
- xvii. The parents have made the following arrangements for attending school or extracurricular events the child participates in. Both parents may attend any such event.
- xviii. Both parents shall be listed as "emergency contacts" for the child.

6. EXTRA-CURRICULAR ACTIVITIES

- t. The parents must mutually agree to all extra-curricular activities prior to enrolling the child in same. However, consent shall not be unreasonably withheld.
- u. The parent with the minor child shall transport the minor child to and/or from all mutually agreed upon extracurricular activities, providing all necessary uniforms and equipment within the parent's possession.
- v. Cost of agreed to extra-curricular activities shall be paid pursuant to the Parties child support percentages.

7. INFORMATION SHARING

w. Unless otherwise prohibited by law, each parent shall have access to medical and school records pertaining to the child and shall be permitted to independently consult with any and all professionals involved with the child. The parents shall cooperate with each other in sharing information related to the health, education, and welfare of the child and they shall sign any necessary documentation ensuring that both parents have access to said records.

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

y. Both parents have equal rights to inspect, receive governmental agency, and law enforcement records concerning the child.

z. Both parents shall have equal and independent authority to confer with the child's school, day care, health care providers, and other programs with regard to the child's educational, emotional, and social progress.

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

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

VI. SCHEDULING

c.c. School Calendar: If necessary, on or before June 1st of each year, both parents should obtain a copy of the school calendar for the next school year. The parents shall discuss the calendars and the time-sharing schedule so that any differences or questions can be resolved. The parents shall follow the school calendar of Miami-Dade County.

dd. Academic Break Definition: When defining academic break periods, the period shall

begin at the end of the last scheduled day of classes before the holiday or break and shall end on the first day of regularly scheduled classes after the holiday or break.

ee. Schedule Changes: A parent making a request for a schedule change will make the request as soon as possible, but in any event, except in cases of emergency, no less than 24 hours before the change is to occur.

VII. TIME-SHARING SCHEDULE: The time-sharing schedule to be employed at present shall be as follows:

f.f. Regular Timesharing:

g.g. Parties Timesharing: The Parties shall exercise time sharing with the child on alternate week from Monday through Monday. The Parties will pick up the child on alternate Mondays from school or an agreed to designate location and will drop them off on Monday mornings at school or an agreed to designate location.

h.h. Commencement Timesharing: The Mother shall commence the alternate week timesharing of January 16, 2023, and the Father following week on Monday, which shall continue each and every week thereafter.

The Mother will exercise time sharing at all other times except as specified above for Petitioner/Father's Timesharing.

i.i. Holiday Schedule: Holiday time-sharing shall be in accordance with the following schedule. The holiday schedule will take priority over the regular weekday, weekend, and summer schedules. If a holiday is not specified as even, odd, or every year with one parent, then the child will remain with the parent in accordance with the regular schedule.

j.j. Monday Holidays (Martin Luther King, Jr., President's Day, Columbus Day, Memorial

Weekend, Labor Day weekend): The minor child shall remain with the parent whose designated to exercise the week.

k.k. Easter Sunday: The Easter holiday is from 9:00 a.m. until the following morning with drop-off at school. The minor child shall be with the Mother in odd-numbered years and with the Father in even-numbered years.

l.l. Spring Break: Spring Break commences on the day school lets out until the day before school reconvenes. Odd years with the mother and even years with the Father.

m.m. Thanksgiving Day: The Parties will have the following timesharing schedule: On odd numbered years, the Father will have the child from the day school lets out until Monday morning dropping off at school and the Mother shall have the child on even numbered years.

n.n. Winter Break and Christmas Holiday: During odd numbered years, the Mother shall have the child for the first half of the Winter Break and the Father shall have the second half of the Winter break. During even numbered years, the Father shall have the child for the first half of the Winter Break and the Mother shall have the second half of the Winter break.

o.o. Mother's/Father's Day: Mother's Day and Father's Day are to be spent with the appropriate parent. Timesharing for Mother's Day and Father's Day shall commence at 9:00 a.m. until the following day with drop off at school, other parent's home, or summer-camp.

p.p. Parent's Birthday: Parent's birthday is to be spent with the appropriate parent. If a parent's birthday lands during the week, timesharing shall commence after-school or camp on the day of the birthday through the following morning with drop-off at school, other parent's home, or summer camp. If a parent's birthday lands on a weekend, timesharing shall commence on the day of the birthday at 9:00 am through the following day at 9:00 am or drop off at school, other parent's home, or summer camp.

q.q. Child's Birthday: The non-visiting parents shall be entitled to two hours after school or three hours if it falls on a weekend from 10:00 am until 1:00 am, unless the visiting parents have plans to go out of town.

r.r. Summer: The summer break shall commence the Monday after school lets out and shall conclude seven (7) days prior to school reconvening. The Parties shall exercise the regular timesharing during the summer break. However, The parties shall have two additional consecutive or non-consecutive timesharing weeks(week is defined as 7 days). During even numbered years, the Father shall have priority and preference in the selection of his two-weeks staycation/ vacation period in the event of a conflict and during odd numbered the Mother's selection of two weeks staycation/vacation period shall take priority and preference in the event of a conflict. The Parties shall notify each other by no later than May 30th of their preferred two-week staycation/ vacation selection via text message.

VIII. TRANSPORTATION AND EXCHANGE OF CHILD

s.s. Transportation: As stated above.

t.t. Transportation Costs: Each parent shall be responsible for transportation costs for the child while exercising their respective time-sharing.

u.u. Foreign and Out of State Travel: Either parent may travel with the child within the continental United States during his/her time-sharing with notice to the other party. If the parent is traveling outside the State of Florida but within the continental United States, the parent traveling with the child shall give the other parent at least seven (7) days written notice (text/email) before traveling out of state unless there is an emergency. The travelling parent shall provide the other parent with a detailed itinerary, including locations and telephone numbers where the child and parent can be reached. For travel within the State of Florida, the parent traveling with the child shall give the other parent at least twenty (24) hours written notice and provide a detailed itinerary,

including locations and telephone numbers where the child and the parent can be reached.

v.v.. Neither party shall take the child nor cause them to be sent out of the country, without first obtaining the written consent from the other party, for which consent shall not be unreasonably withheld or prior court order. The parent who is traveling abroad with the child shall give the other parent at least thirty (30) days written notice (text/email) before traveling out of state unless there is an emergency. The travelling parent shall provide the other parent with a detailed itinerary, including locations and telephone numbers where the child and parent can be reached.

w.w.. Neither parent shall apply or obtain a new or replacement passport for the child without the other parent's prior express written authorization.

IX. DESIGNATION FOR OTHER LEGAL PURPOSES: Even if the child named in this Parenting Plan is scheduled to reside equally with each parent, both parents addresses are designated for school purposes.

X. COMMUNICATION

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

u.u. The parents shall continue to communicate with each other via Talking Parents.

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

w.w. The child will have Face Time communication with the other parent at least twice per

day for a reasonable time not to interfere with the other parent's time sharing at 10:00 am school permitting and 7:00 pm.

XI. FAMILY RELATIONSHIPS: The following principles will apply to this Parenting Plan.

x.x. We recognize our child will benefit from maintaining ties with extended family members and other people important to them.

y.y. We agree that each parent will take primary parenting responsibility for scheduling family time and special family occasions with his or her own family.

XII. CHANGES OR MODIFICATIONS OF THE PARENTING PLAN: Temporary changes to this Parenting Plan may be made informally without a written document; however, if the parties dispute the change, the Parent Plan shall remain in effect until further order of the Court. Any substantial changes to the Parenting Plan must be sought through the filing of a supplemental petition for modification.

XIII. RELOCATION: The following principles will apply to this Parenting Plan.

z.z. The parents will openly discuss with each other any possible plans they might have for relocation as soon as they become aware that such an issue is arising to avoid a rush decisions and to facilitate contemplative resolution of possible disagreements of how to deal with such an issue.

a.a.a. The issue of relocation of the child out of the area where one of the parents resides is governed by section 61.13001, F.S. It requires notice and opportunity to object anytime a parent wants to move the child more than 50 miles from their current residence. The parents will acquaint themselves with this statute and will comply with all provisions should this situation arise.

XVI. CHILD SUPPORT, INSURANCE AND UNCOVERED MEDICALS: TO BE DETERMINED BY COURT.

bbb. The Father shall pay to Mother child support in the amount of Thirty-Five 88/100(\$35.88) per month commencing March 1st, 2022, to be paid monthly, with the first installment of \$35.88 due on 1st of each month, and a like payment due on the 1st of each month thereafter and terminating as specified below. The parties acknowledge and agree that there is no retroactive child support or child support arrears owed to each other.

Father shall continue payment of child support until all the minor or dependent child: (a) reach 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.

The child support obligation shall continue beyond the age of 18 until the child's high school graduation for a 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.

Immediate Income Deduction. The parties agree that payments of child support shall be made directly to the mother. However, the Mother's counsel may prepare an Income Withholding Order and shall submit the Order to the Court upon the Mother's request.

Other Provisions Regarding Child Support

c.c.c. Retroactive Child Support. Neither Parties owes any retroactive child support to the other party.

d.d.d. Insurance: The Father shall continue to pay the child's major medical, dental and vision insurance plan, and he shall receive credit for the Wife's share of their daughter's insurance costs in the child support guideline calculations.

e.e.e. For as long as either party has a legal duty to support the child who are the subject of this Agreement, or until further order of the Court, Father shall pay in accordance with child support percentages. All decisions regarding this matter shall be agreed upon.

f.f.f. Each party shall cooperate with the other in the procurement of the above-described insurance and the filing of claims. The party providing an insurance policy covering the 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 Agreement 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 insurance) shall be provided by the party providing insurance to the other party within ten (10) days after the providing party learns of such change.

g.g.g. "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 the child who are the 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.

h.h.h. Noncovered Health Care Expenses shall be divided in accordance with child support percentages. The Father shall pay 42% and the Mother 58%. A party who pays for a Noncovered Health Care Expense or receives notice of the same shall submit to the other party proof of payment or such notice within thirty (30) days of payment or receipt of notice. Within thirty (30) days after the other party receives such notification, the other party shall reimburse the paying party

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

X. DEPENDENCY EXEMPTION: The Mother shall claim the Parties' daughter including all allowable deductions, exemptions, earned income credit, and or any allowable deductions, and the Father shall claim the Parties' son, Sheldon Spain, including all allowable deductions, exemptions, earned income credit, and or any allowable deductions.

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

13. The parties stipulated on the record all personal property has been previously distributed among them and they shall retain all personal property now in their possession as their sole and separate property.

12. The parties stipulated on the record that they shall retain all vehicles and real property presently titled in their name as their sole and separate property, assume all liabilities regarding same, and shall indemnify the other party as to any claims related to same.

13. The parties stipulated on the record that they shall retain all banking accounts presently titled in their name as their sole and separate property, assume all liabilities regarding same, and shall indemnify the other party as to any claims related to same.

14. The parties represented there exist no joint debts and/or liabilities incurred during the marriage and agree to assume their personally guaranteed debts and/or liabilities and shall indemnify the other party as to any claims related to same.

15. The parties waived all claims to alimony.

16. The parties agreed to pay for their own attorney fees and costs, except the Husband shall pay the Wife's counsel the sum of two-thousand one hundred 00/100 dollars (\$2,100.00) within twenty-four (24) hours.

17. Upon the conclusion of the announcement of the agreement, the parties' proof of residency was determined by the Court, and they were colloquized.

18. During the colloquy the parties stated on the record they understood the terms of the agreement announced by their respective counsel, they were satisfied with the representation of their respective counsel, they had no further inquiries to discuss with their counsel, that they intended to be bound by the terms, and they felt the terms were fair.

19. Retirement Benefits of Husband under the Florida Retirement System Investment Plan/Retirement and Pension Benefits, Deferred Compensation, Roth Ira and accumulated Unpaid Leave. The Husband (for purposes of this section referred to as the "Participant") is a Participant under the Florida Retirement System Investment Plan, Deferred Compensation, Roth Ira, and Accumulated Unpaid Leave total accrued benefits plus gains or losses from the date of marriage April 6, 2011, through February 6, 2020, (herein referred to as "the Plan" or "Retirement Benefits"). For the purposes of marital property division, the Wife (for purposes of this section referred to as the "Alternate Payee") is hereby awarded and granted fifty percent (50%) of the marital portion of the "Husband/Participant" retirement benefits under the Plan, which includes but not limited to Florida Retirement System Investment Plan, Deferred Compensation, Roth IRA and Accumulated Unpaid Leave and shall be paid via Qualified Domestic Relations Order. In addition, after deducting the Wife's share of the marital portion of the Husband's retirement benefits described in this paragraph, an additional amount of fifty-five thousand dollars (\$55,000.00) shall be paid to the Wife, **TISHA SADDLER** from the Husband's remaining balance of the Florida Retirement System Investment Plan, Deferred Compensation, Roth Ira and Accumulated Unpaid Leave as follows: The sum of thirty thousand dollars (\$30,000.00) shall be paid and distributed

directly to the Wife, and the balance of twenty-five thousand 00/100 dollars (\$25,000.00) out of the fifty-five thousand 00/100 dollars (\$55,000.00) shall be paid and distributed via Qualified Domestic Relations Order. In other words, after disbursement of the Wife's share of the marital fifty (50%) percent interest of the Husband's retirement benefits, then, from the Husband's remaining balance of the retirement benefits, the sum of fifty-five thousand /dollars (\$55,000.00) shall be paid to the Wife as stated herein for her interest in the marital residence located at 3521 NW 83rd Street, Miami, FL 33147 and 2707 Woodcreek Lane, Conway, South Carolina. Upon the Wife receiving the retirement benefits payment of \$30,000.00 dollars described above from the Husband, the Wife shall execute a quit claim deed for her interest in the property located at 3521 NW 83rd Street, Miami, FL 33147.

20. Amount of Alternate Payee's Benefits: The Alternate Payee, Wife is hereby assigned 50% of the marital portion of the Participant's total accrued benefit, which shall be defined as the total accrued benefit acquired beginning on the date of marriage April 6, 2011, and ending on the date of filing the divorce February 6, 2020.

21. The Parties designate and shall hire Attorney Matthew Lundy from Matthew Lundy Law—QDRO Law ("MLL") within ten (10) days of the entry of the Final Judgement in order to prepare the Qualified Domestic Relations Order (hereinafter referred to as "QDRO"), or any other order necessary in this matter. The Parties shall equally pay the cost of the QDRO preparation pertaining to the Husband's retirement plan. Both Parties shall cooperate with the preparation of QDRO. Upon payments due to the Wife's from the Husband's the Florida Retirement System Investment Plan, Deferred Compensation, Roth Ira and Accumulated Unpaid, the Wife shall execute a quit claim deed conveying her interest in the property located at 3521 NW 83rd Street, Miami, FL 33147 and 2707 Woodcreek Lane, Conway, South Carolina. The Husband's counsel shall prepare the quit claim deed for the Wife's execution. The Husband shall claim real estate taxes and mortgage interest on his tax returns for tax year 2022 and subsequent years.

22. Retirement Benefits of Wife under the Florida Retirement System Investment, Retirement Plan and Pension Benefits, Deferred Compensation, Roth IRA, and Accumulated Unpaid Leave. The Wife shall retain her retirement and pension benefits, including but not limited to Florida Retirement System Investment, Retirement and Pension Plan Benefits, Deferred Compensation, Roth IRA, and Accumulated Unpaid Leave, as her sole exclusive property. The Husband waives and releases any and all interest in the Wife's retirement and pension benefits, including but not limited to Florida Retirement System Investment, Retirement and Pension Plan Benefits, Deferred Compensation, Roth IRA, and Accumulated Unpaid Leave.

23. This Honorable Court has jurisdiction over the Parties which are the subject of this action and the subject matter hereto.

24. The bonds of marriage between the Petitioner, **SHELDON SPAIN**, and Respondent, **TISHA SADDLER**, are dissolved, *a vinculo matrimonii*, and the Parties are restored to the status of single persons.

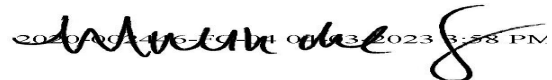
25. The Court further finds the agreement was entered into voluntarily after full disclosure, after receiving advice of counsel, and it is in the best interest of the children and the Parties. Therefore, approves and adopts the agreement. The parties are ordered to fully comply with the Agreed to Final Judgment for Dissolution of Marriage.

26. The Law Offices of Gloria C. Gonzalez, P.A., is awarded a charging lien in the amount of twenty thousand 00/100 dollars (\$20,000.00) for services rendered to Tisha Saddler from the assets awarded to her in this agreement including but not limited to paragraph 19.

27. This Honorable Court retains jurisdiction of this cause and the Parties hereto, except for the actual dissolution of marriage, for the purpose of enforcing and modifying this Final Judgment of Dissolution of Marriage, the agreement, and for any other lawful purpose and the enter any order necessary to enter the Qualify Domestic Relations Orders and/or enter

any orders necessary to effectuate the payment of the retirement funds to the Wife and payments due under this Final Judgment.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 3rd day of April, 2023.



2020-002446-FC-04 04-03-2023 3:58 PM

Hon. Marcia Del Rey

CIRCUIT COURT JUDGE

Electronically Signed

Final Order (Non-Jury Trial)

Final Order as to All Parties (Non-Jury Trial) THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.

Electronically Served:

Gloria C Gonzalez Esq., lawofficesofgcpa@yahoo.com

Richard O. Dansoh Mr., american.legalassociates@gmail.com

Richard O. Dansoh Mr., dansohlawfirm@gmail.com

Richard O. Dansoh Mr., dansohlawfirm@gmail.com

Physically Served: