

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT,
IN AND FOR _____ COUNTY, FLORIDA

Case No.: _____
Division: _____

In Re: the Marriage of:

Petitioner,

and

Respondent.

**FINAL JUDGMENT FOR SUPPORT AND PARENTING PLAN
UNCONNECTED WITH DISSOLUTION OF MARRIAGE
WITH DEPENDENT OR MINOR CHILD(REN)**

This cause came before this Court on a Petition for Support and Parenting Plan Unconnected with Dissolution of Marriage under section 61.09, Florida Statutes. The Court, having reviewed the file and heard the testimony, makes these findings of fact and reaches these conclusions of law:

1. The Court has jurisdiction over the subject matter and the parties.
2. The following child(ren) are common to the parties:

Name	Birth date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SECTION I. ALIMONY

A. _____ The Court denies the request for alimony;

OR

B. _____ The Court finds that that there is a need for alimony and that the _____ Petitioner _____ Respondent has/had the ability to support his/her spouse and has failed to do so. _____ Petitioner _____ Respondent (hereinafter Obligor) has the present ability to pay alimony as follows: *{Indicate **all** that apply}*

1. _____ **Permanent Periodic.**

a. The court finds that no other form of alimony is fair and reasonable under the circumstances of the parties.

b. As a marriage of *{choose only one}*:

_____ **Long Duration** (17 years or greater) alimony is appropriate upon consideration of all relevant factors;

_____ **Moderate Duration** (greater than 7 years but less than 17) alimony is appropriate based upon clear and convincing evidence after consideration of all relevant factors; or

_____ **Short Duration** (less than 7 years) alimony is appropriate based upon the following exceptional circumstances: _____

_____.

c. Obligor shall pay permanent periodic alimony to Oblige in the amount of \$ _____ per month, payable _____ in accordance with Obligor’s employer’s payroll cycle, and in any event, at least once a month or _____ other: *{explain}* _____ beginning *{date}* _____. This alimony shall continue until modified by court order, the death of either party, or remarriage of Oblige, whichever occurs first. The alimony may be modified or terminated based upon either a substantial change in circumstances or the existence of a supportive relationship in accordance with section 61.14, Florida Statutes.

2. _____ **Bridge-the-Gap.** Obligor shall pay bridge-the-gap alimony to Oblige in the amount of \$ _____ per month, payable _____ in accordance with Obligor’s employer’s payroll cycle, and in any event, at least once a month, or _____ other: *{explain}* _____ beginning *{date}* _____ and continuing until *{date}* _____ *{a period not to exceed two (2) years}*, death of either party or remarriage of Oblige.

3. _____ **Rehabilitative.** Obligor shall pay rehabilitative alimony to Oblige in the amount of \$ _____ per month, payable _____ in accordance with Obligor’s employer’s payroll cycle, and in any event, at least once a month, or _____ other *{explain}* _____ beginning *{date}* _____. This rehabilitative alimony shall continue until modified by court order, the death of either party or until *{date/event}*

_____,
whichever occurs first. The rehabilitative plan presented demonstrated the following:

_____.

4. _____ **Durational.** Obligor shall pay durational alimony to Obligee in the amount of \$ _____ permonth, payable _____ in accordance with Obligor's employer's payroll cycle, and in any event, at least once a month, or _____ other: *{explain}* _____ beginning *{date}* _____ and terminating on *{date}* _____, the death of either party, remarriage of Obligee, or until modified by court order in accordance with section 61.08(7), Florida Statutes; whichever occurs first.

5. _____ **Lump Sum.** Obligor shall pay lump sum alimony to Obligee in the amount of \$ _____ which shall be paid as follows: _____.

6. _____ **Retroactive.** Obligor shall pay retroactive alimony in the amount of \$ _____ for the period of *{date}* _____, through *{date}* _____, which shall be paid pursuant to paragraph D. below.

C. **Reasons for _____ Awarding _____ Denying Alimony.** The Court has considered all of the following in awarding/denying alimony:

1. The standard of living established during the marriage;
2. The duration of the marriage;
3. The age and the physical and emotional condition of each party;
4. The financial resources of each party, including the nonmarital and marital assets and liabilities distributed to each;
5. The earning capacities, educational levels, vocational skills, and employability of the parties and, when applicable, the time necessary for either party to acquire sufficient education or training to enable such party to find appropriate employment;
6. The contribution of each party to the marriage, including, but not limited to, services rendered in homemaking, child care, education, and career building of the other party;
7. The responsibilities each party will have with regard to any minor or dependent children they have in common;
8. The tax treatment and consequences to both parties of any alimony award, including the designation of all or a portion of the payment as a nontaxable, nondeductible payment;
9. All sources of income available to either party, including income available to either party through investments of any asset held by that party and
10. Any other factor necessary to do equity and justice between the parties: *{explain}*

_____.

_____ Please indicate here if additional pages are attached.

D. Retroactive Alimony and/or Arrearages.

1. ____ There is no alimony arrearage at the time of this Final Judgment.

OR

2. ____ Petitioner ____ Respondent shall pay to the other party alimony in the amount of:

\$ _____ for retroactive alimony, as of {date} _____.

\$ _____ for previously ordered unpaid alimony, as of {date} _____.

The total of \$ _____ in retroactive alimony and arrearages shall be paid in the amount of \$ _____ per month, payable ____ in accordance with Obligor's employer's payroll cycle, and in any event, at least once a month or ____ other {explain} _____ beginning {date} _____, until paid in full including statutory interest.

E. ____ **Life Insurance (to secure payment of support).** To secure the alimony obligations set forth in this judgment, Obligor shall maintain life insurance on his/her life naming Obligee as the sole irrevocable beneficiary, so long as reasonably available. This insurance shall be in the amount of at least \$ _____ and shall remain in effect until the obligation for alimony terminates.

F. ____ **Other provisions relating to alimony including any tax treatment and consequences:**

1. The award of alimony ____ does not ____ does leave the Obligor with significantly less net income than the net income of the recipient/Obligee. If the award **does** leave the Obligor with significantly less net income than that of the Obligee, the Court finds the following exceptional circumstances: _____

2. Other: _____

SECTION II. PARENTING PLAN ESTABLISHING PARENTAL RESPONSIBILITY AND TIME-SHARING WITH DEPENDENT OR MINOR CHILD(REN)

A. **Jurisdiction.** The Court has jurisdiction to determine parental responsibility, to establish or adopt a Parenting Plan, and a time-sharing schedule with regard to the minor child(ren) listed in paragraph 2 below.

B. **The parties' dependent or minor child(ren) is (are):**

Name

Birth date

C. **Parenting Plan.** The parties shall comply with the Parenting Plan which is attached and incorporated herein as Exhibit _____.

SECTION III. CHILD SUPPORT

A. _____ The Court finds that there is a need for child support and that the _____ Petitioner _____ Respondent (hereinafter Obligor) has the present ability to pay child support. The amounts in the Child Support Guidelines Worksheet, Florida Family Law Rules of Procedure Form 12.902(e), filed by the _____ Petitioner _____ Respondent are correct

OR

_____ the Court makes the following findings:

Petitioner’s net monthly income is \$ _____, (Child Support Guidelines _____%).
 Respondent’s net monthly income is \$ _____, (Child Support Guidelines _____%).
 Monthly child care costs are \$ _____.
 Monthly health/dental insurance costs are \$ _____.

B. Amount.

Child support established at the rate of \$ _____ per month for the _____ children {total number of parties’ minor or dependent children} shall be paid commencing _____ {month, day, year} and terminating _____ {month, day, year}. Child support shall be paid in the amount of \$ _____ per _____ {week, month, other} which is consistent with the Obligor’s current payroll cycle.

Upon the termination of the obligation of child support for one of the parties’ children, child support in the amount of \$ _____ for the remaining _____ children {total number of remaining children} shall be paid commencing _____ {month, day, year} and terminating _____ {month, day, year}. This child support shall be paid in the amount of \$ _____ per _____ {week, month, other} consistent with the Obligor’s current payroll cycle.

{Insert schedule for the child support obligation, including the amount, and commencement and termination dates, for the remaining minor or dependent children, which shall be payable as the obligation for each child ceases. Please indicate whether the schedule _____ appears below or _____ is attached as part of this form.}

The Obligor shall pay child support until all of the minor or dependent children: reach the age of 18; become emancipated, marry, join the armed services, die, or become self-supporting; or until further order of the court or agreement of the parties. The child support obligation shall continue beyond the age of 18 and until high school graduation for any child who is dependent in fact, between the ages of 18 and 19, and is still in high school, performing in good faith with a reasonable expectation of graduation before the age of 19.

If the child support ordered deviates from the guidelines by more than 5%, the factual findings which support that deviation are: _____

_____.

C. Retroactive Child Support and/or Arrearages.

1. ____ There is no retroactive child support or child support arrearage at the time of this Final Judgment.

OR

2. ____ The ____ Petitioner ____ Respondent shall pay to the other party child support in the amount of:

\$ _____ for retroactive child support, as of {date} _____;
\$ _____ for previously ordered unpaid child support, as of {date} _____

The total of \$ _____ of retroactive child support and arrearages shall be paid in the amount of \$ _____ per month, payable ____ in accordance with Obligor's employer's payroll cycle, and in any event, at least once a month or ____ other {explain} _____ beginning {date} _____, until paid in full including statutory interest.

D. Insurance.

*{Indicate **all** that apply}*

1. **Health/Dental Insurance.** ____ Petitioner ____ Respondent shall be required to maintain ____ health and/or ____ dental insurance for the parties' minor child(ren), so long as it is reasonable in cost and accessible to the child(ren). The party providing insurance shall be required to convey insurance cards demonstrating said insurance to the other party.

OR

_____ Health _____ Dental insurance is either not reasonable in cost or accessible to the children at this time.

2. _____ Reasonable and necessary uninsured medical/dental/prescription drug costs for the minor child(ren) shall be assessed as follows:

_____ Shared equally by both parents.

_____ Prorated according to the child support guideline percentages.

_____ Other {explain}: _____

As to these uninsured medical/dental/prescription drug expenses, the party who incurs the expense shall submit a request for reimbursement to the other party within 30 days, and the other party, within 30 days of receipt, shall submit the applicable reimbursement for that expense, according to the schedule of reimbursement set out in this paragraph.

E. _____ **Life Insurance (to secure payment of support).** To secure the child support obligations in this judgment, _____ Petitioner _____ Respondent _____ Each party shall maintain life insurance in an amount of at least \$ _____, on _____ his life _____ her life _____ his/her life naming the minor child(ren) as the beneficiary(ies) **OR** naming _____ Petitioner _____ Respondent _____ other {name} _____ as Trustee for the minor child(ren). The obligation to maintain the life insurance coverage shall continue until the youngest child turns 18, becomes emancipated, marries, joins the armed services, dies, or becomes self-supporting.

F. **IRS Income Tax Exemption(s).** The assignment of any tax exemption(s) for the child(ren) shall be as follows:

Further, each party shall execute any and all IRS forms necessary to effectuate the provisions of this paragraph.

G. **Other provisions relating to child support:**

SECTION IV. METHOD OF PAYMENT

Obligor shall pay court-ordered child support/alimony and arrears, if any, as follows:

A. Place of Payment.

1. _____ Obligor shall pay court-ordered support directly to either the State Disbursement Unit or the central depository, as required by statute, along with any fee required by statute.

2. _____ Both parties have requested and the court finds that it is in the best interests of the

child(ren) that support payments need not be directed through either the State Disbursement Unit or the central depository at this time; however, either party may subsequently apply, pursuant to section 61.08 or 61.13, Florida Statutes, to require payments through either the State Disbursement Unit or the central depository.

B. Income Deduction.

1. _____ **Immediate.** Obligor shall pay through income deduction, pursuant to a separate Income Deduction Order which shall be effective immediately. Obligor is individually responsible for paying this support obligation until all of said support is deducted from Obligor's income. Until support payments are deducted from Obligor's paycheck, Obligor is responsible for making timely payments directly to the State Disbursement Unit or the Obligee, as previously set forth in this order.

2. _____ **Deferred.** Income deduction is ordered this day, but it shall not be effective until a delinquency of \$ _____, or, if not specified, an amount equal to one month's obligation occurs. Income deduction is not being implemented immediately based on the following findings: Income deduction is **not** in the best interests of the child(ren) because: *{explain}* _____

AND

_____ there is proof of timely payment of a previously ordered obligation without an Income Deduction Order in cases of modification,

AND

_____ there is an agreement by the Obligor to advise the Title IV-D agency, clerk of court, and Obligee of any change in Payor and/or health insurance

OR

_____ there is a signed written agreement providing an alternative arrangement between the Obligor and the Obligee and, at the option of the IV-D agency, by the IV-D agency in IV-D cases in which there is an assignment of support rights to the state, reviewed and entered in the record by the court.

C. Bonus/one-time payments. _____ All _____% _____ No income paid in the form of a bonus or other similar one-time payment, up to the amount of any arrearage or the remaining balance thereof owed pursuant to this order, shall be forwarded to the Obligee pursuant to the payment method prescribed above.

D. Other provisions relating to method of payment.

SECTION V. ATTORNEY'S FEES, COSTS, AND SUIT MONEY

A. _____ Petitioner's _____ Respondent's request(s) for attorney's fees, costs, and suit money is (are) denied because: _____

OR

B. _____ The Court finds there is a need for and an ability to pay attorney's fees, costs, and suit money. _____ Petitioner _____ Respondent is hereby ordered to pay to the other party \$_____ in attorney's fees, and \$_____ in costs. The Court further finds that the attorney's fees awarded are based on the reasonable rate of \$_____ per hour and _____ reasonable hours. Other provisions relating to attorney's fees, costs, and suit money are as follows:

_____.

SECTION VI. OTHER PROVISIONS

A. **Other Provisions:** _____

_____.

B. The Court reserves jurisdiction to modify and enforce this Final Judgment.

DONE AND ORDERED in _____, Florida, on _____.

CIRCUIT JUDGE

I certify that a copy of this Final Judgment for Support and Parenting Plan Unconnected with Dissolution of Marriage with Dependent or Minor Child(ren) was _____ mailed _____ faxed and mailed _____ e-mailed _____ hand-delivered to the parties and any entities listed below on {date}_____.

by _____
{Clerk of court or designee}

Petitioner (or his/her attorney)

Respondent (or his/her attorney)

Central Depository

State Disbursement Unit

Other: _____

