

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

Case No.: 2021-004976-FC-04

Division: FAMILY (33)

IN RE: THE FORMER MARRIAGE OF:

SHANNON D'ALESSIO,
Petitioner/Former Wife,

and

ANDREA D'ALESSIO, JR.,
Respondent/Former Husband

URGENT MOTION FOR PSYCHOLOGICAL THERAPY FOR MINOR CHILDREN

COMES NOW, Petitioner/Former Wife, SHANNON D'ALESSIO, by and through the undersigned attorney, files this Motion for Psychological Therapy for Minor Children and states as follows:

1. This is a post-judgment action involving the parties in the above-styled cause, specifically the Petitioner/Former Wife, SHANNON D'ALESSIO (hereinafter called "Mother"), and the Respondent/Former Husband, ANDREA D'ALESSIO, JR (hereinafter called "Father").

2. On or about March 11, 2021, the parties entered into a Marital Settlement Agreement (hereinafter referred to as the "Agreement"), which was ratified by this Court's Final Judgment of Dissolution of Marriage on or about March 17, 2021.

3. On or about November 16, 2021, the parties entered into an Amended Marital Settlement Agreement (hereinafter referred to as the "Amended Agreement"), which was ratified by this Court's Final Judgment Ratifying Amended Marital Settlement Agreement (hereinafter referred to as the "Final Judgment") on or about November 17, 2021. Copies of the Agreement and Final Judgment are attached hereto as **Composite Exhibit "A."**

4. The following children who are involved in this action have been born to or adopted by the parties:

Name	Date of Birth
A.E.D., a female	XX/XX/2006
G.L.D., a male	XX/XX/2009
T.T.D., a female	XX/XX/2012

5. Pursuant to the parties' original Agreement, the parties have shared parental responsibility and a timesharing schedule wherein the Father was entitled to every other weekend from Friday to Sunday and every Wednesday overnight.

6. Prior to the parties' entering into the original Agreement, the Father hardly spent time with the minor children. However, after the original Agreement was entered and the Father was "forced" to care for his children every other weekend, he decided to punish the Mother by using the minor children against her. During the Father's timesharing, he would disparage the Mother by telling the children that their Mother was a "piece of shit", "failure", "scumbag", "loser", and so on, as well as telling the children horrible lies about the Mother.

7. Further, after the divorce when the Mother began dating, he would use racial slurs and tell the minor children that their Mother was dating a "*nigger*", to the point that the parties' daughters have expressed their discomfort with the Father's behavior; in addition, the parties' son is now using the same racial slurs towards the Mother's partner in an attempt to please the Father.

8. Prior to the Father's attacks towards the Mother, the Mother's relationship with her son was a strong and loving one. Now, due to the Father's toxicity towards the Mother and successfully alienating the parties' son, he no longer wished to live with his Mother the majority of the time and refused to leave the Father's home, where the Father overindulged the parties' son, essentially "bribing" and manipulating him to prefer living with the Father, wherein the Father was

able to continue and successfully alienate the parties' son from the Mother. As a result, the parties' son hardly returns the Mother calls and attempts to see him and Mother has not timeshared with the parties' son since June 2021.

9. Out of duress, the Mother reluctantly entered into the Amended Agreement wherein the timesharing schedule was amended as follows:

i. Paragraph 14.16.1 of the parties Agreement states as follows:

“...the parties' minor son, G.L.D., shall continue to reside primarily with the Father. The Mother shall have timesharing . . . on alternating weekends, from Fridays after school (or 5pm if not a school day) through return to the Father's home at 5pm on Sundays. . .”

ii. Paragraph 14.16.2 of the parties Agreement states as follows:

“The parties' minor daughters, T.T.D. and A.E.D. shall reside primarily with the Mother. The Father shall have timesharing . . . on alternating weekends from Friday after school (or 5pm if not a school day) through return to the Father's home at 5pm on Sundays. . .”

10. After successfully alienating the parties' son, the Father began overindulging the parties' oldest daughter, A.E.D., who is 15 years old, in an attempt to alienate her as well. For a short period of time, the Father's attempts succeeded, and the parties' oldest daughter moved to the Father's home and was enrolled into Miami Beach Senior High School. However, once the Father successfully manipulated A.E.D to reside with him, the Father began berating, belittling, and abusing A.E.D., mentally and emotionally, which the Mother had witnessed herself. When the Father's constant assault on his daughter became too much for A.E.D. to endure, she moved back in with the Mother, however, remained in the school she was enrolled in, which is now 35 miles away from the Mother's residence which is much smaller than the Father's residence.

11. During this time of transitioning from a lavish and materialistic environment, back to the Mother's home and suffering from what can be described as “post-traumatic” symptoms

caused by her Father, the minor child has experienced severe emotional distress, which has also affected her schooling, as her grades have plummeted. The Mother has witnessed the Father continue his verbal assaults on his daughter and when the Mother steps in to protect her daughter, the Father verbally assaults and degrades her as well.

12. Most recently, on the day of A.E.D.'s birthday, last month, the Father called his daughter a "scumbag" and told her that she was "disgusting". It would seem that the Father's cruelty has no boundaries whatsoever and it is shameful that a Father could possess the ability to degrade his own daughter this way, especially when she is 15 years old and already going through a difficult and emotional period within a young girl's life.

13. Additionally, there are disparaging remarks about the Mother being made by the Father in the presence of the minor children, at all times. Needless to say, these co-parenting issues place the minor children in the middle and is severely affecting the minor children. The Mother has brought up A.E.D.'s mental distress and anguish to the Father, seeking his agreement for the minor child to be seen by a therapist to assist her in navigating and coping with what she is experiencing. Although there are times when the Father will agree to this request, he has never followed through by returning the telephone calls and attempts by Dr. Lisa Sherman, whom was chosen to assist A.E.D. Other times, the Father just refuses and has made it clear that he does not care at all for A.E.D.'s wellbeing.

14. Furthermore, paragraph 14.36 of the parties' Amended Agreement states that A.E.D. and G.L.D. shall commence therapy with a mutually agreed upon therapist and that both parties are to fully cooperate with the therapist and therapeutic process. However, as stated, the Father is refusing to allow A.E.D. to attend therapy, against her wellbeing. Furthermore, the Father has failed to cooperate in commencing therapy for the parties' son as well. Mother fears that the

damage which the Father has caused to the Mother's relationship with their son may never be repaired unless the parties' son commences therapy.

15. As such, this is a great source of concern for the Mother and she desperately seeks the Court intervention and assistance.

16. The minor children, A.E.D. and G.L.D are at the age where if offered the opportunity to express themselves in a safe and confidential environment, such as in individual therapy, this would assist A.E.D.'s self-confidence and ability to overcome this, as well as assisting G.L.D. in reversing the damage caused by the Father's alienation, a great deal.

17. The Mother does not file this Motion to cause strife and reignite litigation between the parties as they have struggled with co-parenting and communication in the past, as well as the Father's history of mistreatment towards the Mother and minor children. She simply hopes to obtain the relief requested as it will be in the best interest of the parties' children.

18. The Mother requests that if the parties cannot agree on a therapist within five (5) days from this court's order, then she be allowed to do so without the Father's agreement. The Mother further requests, that the expense of the therapist be born entirely by the Father as his actions have precipitated the need for the therapist and the Father's superior financial position.

19. The Mother has employed the undersigned attorney to represent her in this action and has agreed to pay reasonable attorney's fees and cost for representation. In the event that the Father has the superior ability to pay attorney's fees and cost compared to the Mother and the mother has a need for the same, then the Mother seeks an order requiring the Father to pay her attorney's fees pursuant to Florida Statute §61.16. Further, the court should consider the extent to which the conduct of either party frustrates the public policy of this State to promote settlement of litigation and increase the cost of litigation. The Courts should also take into consideration the

extent to which the conduct or expectations of either party and/or their respective attorneys generates or contributes to unnecessary or vexatious ligation in accordance with *Rosen v. Rosen*, 696 So. 2d 697 (Fla. 1997), *Diaz v. Diaz*, 727 So. 2d 954 (Fla. 3rd DCA 1998), and *Mettler v. Mettler*, 596 So. 2d 496 (Fla. 4th DCA 1990).

WHEREFORE, for all of the above reasons, Mother respectfully requests that this Court to grant all the relief requested herein, and any other relief the that it deems just and proper.

WHEREFORE, Petitioner/Former Wife, SHANNON D'ALESSIO, respectfully requests that this Honorable Court:

- A. Grant the Mother's request for the minor child, A.E.D. and G.L.D. to immediately participate in psychological therapy.
- B. Order that the Father be solely responsible for the cost of same.
- C. Require Father to contribute to Mother's attorney's fees and related legal expenses and costs.
- D. Any other relief the that it deems just and proper

IN ACCORDANCE WITH AND PURSUANT TO § 92.525(1)(c), FLA. STAT. (2021), UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING "MOTION FOR PSYCHOLOGICAL THERAPY FOR MINOR CHILD" AND THAT THE FACTS STATED IN IT ARE TRUE.

Dated: 01 / 20 / 2022 _____



SHANNON D'ALESSIO, Petitioner/Former Wife

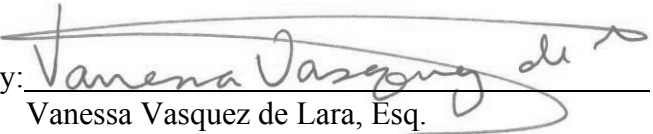
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of this document was electronically served via the Florida Courts E-Filing Portal and mailed via Fed-Ex to the person listed below on January 21, 2022.

Andrea D'Alessio, Jr.
Respondent/Former Husband
650 NE 32nd Street, PH
Miami, Florida 33137
Telephone: 305.916.1086
E-mail: andrea@inspiratamgmt.com
a@bbd.nyc

Respectfully submitted,

Vasquez de Lara Law Group

By: 

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Attorney for Petitioner

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

CASE NO: 2021-004976-FC-04

SECTION: FC33

JUDGE: Christina Marie DiRaimondo

D'Alessio, Shannon

Petitioner(s)

vs.

D'Alessio, Andrea, Jr.

Respondent(s)

_____ /

**FINAL JUDGMENT RATIFYING AMENDED MARITAL SETTLEMENT
AGREEMENT**

THIS CAUSE came on to be heard before the Court upon the Agreement of the parties and their respective counsel. The Court having been advised of the parties' complete settlement of all pending matters, having reviewed the file, and being otherwise duly advised in the premises does hereby:

ORDER AND ADJUDGE AS FOLLOWS:

1. The Court has jurisdiction of the Parties and of the subject matter.
2. The Parties have entered into an Amended Marital Settlement Agreement (hereinafter, "Agreement") dated November 16, 2021, which was previously filed with this Court.
3. The Agreement was executed voluntarily after full disclosure and is in the best interests of the parties and their minor children. The Agreement is approved and incorporated in this Judgment by reference. The Parties are ordered to comply with its terms and conditions.
4. The Amended Marital Settlement Agreement supersedes the parties' prior Marital Settlement Agreement dated March 11, 2021 and Parenting Plan dated December 22,

COMPOSITE EXHIBIT "A"

2020. The parties' entire agreement is contained in the Amended Marital Settlement Agreement dated November 16, 2021.

5. This Court shall retain jurisdiction in this matter for the purpose of enforcing this Final Judgment.

DONE and ORDERED in Chambers at Miami-Dade County, Florida on this 17th day of November, 2021.

2021-004976-FC-04 11-17-2021 1:50 PM

2021-004976-FC-04 11-17-2021 1:50 PM

Hon. Christina Marie DiRaimondo

CIRCUIT COURT JUDGE

Electronically Signed

Final Order (Disposed by Judge)

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:

Emily M Bradfute Ms., emily@buckner-shifrin.com

Emily M Bradfute Ms., Hellen@buckner-shifrin.com

Mauricio Padilla, mauriciopadillaesq@gmail.com

Mauricio Padilla, mpassistantlaw@gmail.com

Mauricio Padilla, assistant@miaesq.com

Steven D Kaufman, sdklaw@aol.com

Physically Served:

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

IN RE: THE FORMER MARRIAGE OF

FAMILY DIVISION

SHANNON D'ALESSIO,
Petitioner/Mother,

CASE NO.: 2021-004976-FC-33

and

ANDREA D'ALESSIO, JR.
Respondent/Father.

AMENDED MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT ("Agreement" or "Amended Settlement Agreement") is made on this 16 day of November, 2021, by and between Andrea D'Alessio, Jr. (hereafter referred to as "Former Husband" and "Father") and Shannon Theresa D'Alessio (hereafter referred to as "Former Wife" and "Mother") is as follows:

WITNESSETH:

WHEREAS, the parties were Husband and Wife, having been originally lawfully married to each other on February 13, 1999, and divorced in May of 2005, and thereafter remarried on January 28, 2006, at Miami Dade County Florida, and separated in approximately May 2020; and

WHEREAS, the parties entered in to a Marital Settlement Agreement dated March 11, 2021 and Parenting Plan dated December 22, 2020, both of which were ratified by this Court's Final Judgment of Dissolution of Marriage dated March 17, 2021;

WHEREAS, the parties had five children born of the marriage, however, only three (3) minor children remain, to wit: A.E.D., born December 12, 2006, G.L.D., born May 22, 2009, and T.T.D., born May 3, 2012, and no other children are contemplated; and

WHEREAS, irreconcilable differences have arisen between the parties; and

WHEREAS, unhappy and unfortunate differences have arisen between the parties which, after good faith attempts on the part of both parties have not been resolved, and it being in the best interest of each other that they live separate and apart; and

WHEREAS, full and complete financial disclosure has been made by the parties to each other of all respective assets, both joint and separate; and

A.D. A.D.Jr.

S.D. S.D.

WHEREAS, the parties hereto mutually agree to modify certain terms of their prior agreements, and in so doing, desire to forever settle and determine their respective property rights, rights to and for alimony and support, and all rights, claims and demands arising out of the marital relationship between the parties which either of them now have or may hereafter have or claim to have against the other; and

WHEREAS, the parties agree that the entry of a single Amended Marital Settlement Agreement that completely amends and restates their prior Settlement Agreements is in their best interests and the best interests of their children;

WHEREAS, each of the parties hereto has received legal advice as to the nature and obligation of the parties, each to the other, particularly in reference to this Amended Marital Settlement Agreement, and each has been fully informed of his or her respective legal rights, obligations, liabilities and duties; and

WHEREAS, each of the parties believes that this Agreement as hereinafter set forth is fair, just and reasonable, and each assented freely and voluntarily to each, all and every of its terms;

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions herein contained and for other good and valuable considerations, each party to the other given, receipt of which is hereby acknowledged, is mutually covenanted, promised, and agreed between the Husband and Wife as follows:

1. RECITALS

1.1 The above recitals are true and correct and are made a part of this Agreement.

2. EFFECTIVE DATE

2.1 The effective date of this Agreement shall be the date upon which the last party executes this Agreement. This Agreement shall not be introduced into evidence in any court proceedings whatsoever unless executed by all parties to the Agreement.


3. ADEQUACY OF CONSIDERATION

3.1 The consideration of this Agreement is the mutual benefit obtained by the parties and the promises of each party to the other. The adequacy of the consideration of this Agreement is acknowledged by the parties.

4. ACKNOWLEDGMENT OF FAIRNESS OF AGREEMENT

4.1 The parties have read this Agreement and have had its terms and consequences explained to them by their respective counsel and they believe and acknowledge

 A.D.Jr.

 S.D.

this Agreement to be fair, just, and reasonable. Each of the parties is acting without coercion or duress, and freely and voluntarily assents to its terms and accepts its conditions, obligations, and mutual agreements.

5. **SEPARATION & INTERFERENCE**

5.1 The parties agree, as of the date of the execution of this Agreement, to at all times hereafter live separate and apart, free from any interference by each other. Each party may reside, in his or her sole discretion, in such place or places as he or she may select.

5.2 It is mutually agreed that at all times hereafter each party to this Agreement shall be free from interference, authority and control, direct or indirect, by the other. Neither party shall molest, interfere with or harass the other or compel or endeavor to compel the other to cohabit or dwell with him or her, and neither party shall come on to, trespass or disturb the possessions of the other or any real or personal property mentioned in this Agreement or hereinafter acquired. Each party to this Agreement further agrees that he or she shall neither by omission or commission act to hinder or embarrass the other in the performance or enjoyment of his or her profession or professional life.

6. **EXECUTION OF SUBSEQUENT DOCUMENTS**

6.1 Each of the parties hereto respectively agrees that he or she will, upon the request of the other party hereto, execute good and sufficient release or releases of dower to the other party or to any other person whom either of the parties hereto, his or her heirs or assigns may designate.


6.2 In the event either party shall hereafter sell or convey any land now owned or hereafter acquired by either of them individually, and if in such sale or conveyance it shall be required that the other party who owns no actual present interest therein, join in the execution of the deed, the respective parties agree that they will, upon request, join in the execution of such deeds, without payment or consideration. The provisions of this Paragraph shall not be construed as abrogating in any way the provisions made in any other Paragraph of this Agreement.

6.3 Each of the parties hereto covenants and agrees that at the request of the other party, or in the event of his or her death, at the request of his or her executor, administrator or other legal representatives, he or she will execute and deliver any and all necessary or proper instruments to carry out the intent of this Agreement.

7. **GENERAL AND MUTUAL RELEASES**

7.1 Except as otherwise provided in this Agreement, each party hereto forever renounces and relinquishes all claims of whatsoever kind, up to the date of the execution of this Agreement as well as hereafter, in or to any property or estate of whatsoever kind, whether real or personal, and any other property of which he or she is or at any time hereafter may be seized or possessed, including, without limitation, the right to take as a

 A.D.Jr.

 S.D.

beneficiary of any insurance policy or policies or the right to take as a beneficiary of any pension or profit-sharing plan, or the right to take as a beneficiary of any contract, plan or arrangement whatsoever, it being the intention of the parties hereto that this Agreement constitutes a complete, general and mutual release of all such claims or interest whatsoever. Each party waives, releases and relinquishes all rights that he or she may have had in the past, now have or may hereafter acquire as the other party's spouse or former spouse under the present and future laws of any jurisdiction:

7.1.1 To elect to take against any will or codicil of the other party now or hereafter enforced;

7.1.2 To share in or make a claim against the other party's estate;

7.1.3 To act as the personal representative of the other party's estate.

Each party shall henceforth hold, possess and enjoy for his or her sole and separate use and free from interference and control by the other, all of the real and personal estate, chooses in action and other property of which he or she is or at any time hereafter may be seized or possessed. Without affecting the generality of the foregoing, each party waives, releases and bars himself and herself of all right of spouse's share, dower or courtesy, as the case may be, in any real or personal property which either party now has or may hereafter acquire; and each will, upon request, execute good and sufficient releases of spouse's share, dower or courtesy to the other, or to his or her heirs, executors, personal representatives, administrators or assigns, or will join, at the request of the other, in executing any deed or instrument affecting such real or personal property.

8. INDIVIDUAL ENTERPRISES

8.1 It shall be lawful for each of the said parties to conduct, carry on, and engage in any employment, business or trade, whichever he or she may deem fit, free from the control, restraint or interference, directly or indirectly, by the other in all respects as if such parties were single and unmarried.


9. NOT AN AGREEMENT OF DISSOLUTION OF MARRIAGE

9.1 This Agreement shall not and is not in any manner to be construed or interpreted as an Agreement for dissolution of marriage, but is for the specific purpose of determining and settling the property rights of the parties.

10. ACTION FOR DISSOLUTION

10.1 This Agreement is intended to be a full and complete settlement of all matters arising or which could be brought in a dissolution of marriage action, including a division of marital assets and provisions for support of the parties. This Agreement is intended to be introduced into evidence in a dissolution of marriage action, and to be incorporated in an Agreed Final Judgment Ratifying this Agreement. However, the parties do not intend for

 A.D.Jr.

 S.D.

it to be merged in the Final Judgment. Rather, they wish it to survive the judgment and be binding on the parties for all time.

11. **DISCLOSURE**

11.1 The Husband represents that he has made full and complete financial disclosure to the Wife, of his income, assets, liabilities as they exist as of the time of the execution of this Agreement; that the Husband further represents that the financial statement given in conjunction with this Agreement to the Wife, is a fair and accurate representation of his entire net worth, and that the Wife, in making this Agreement, has relied upon said representation.

11.2 The Wife represents that she has made full and complete financial to the Husband, of her income, assets, and liabilities as they exist as of the time of the execution of this Agreement; that the Wife further represents that the financial statement given in conjunction with this Agreement to the Husband, is a fair and accurate representation of her entire net worth, and that the Husband, in making this Agreement, has relied upon said representation.


11.3 The Husband and the Wife have provided each other with financial statements indicating all of their assets and liabilities and that each has had the opportunity to fully investigate said statements and the authenticity thereof. That each party agrees that based upon their independent investigation as well as that of their attorneys, accountants and expert financial witnesses, that they have full and complete knowledge of the assets of the other. Each party has been given the opportunity to ask all questions he or she may have regarding the financial condition of the other and is fully satisfied with all information and answers received. The Husband and Wife each agree that based upon the aforesaid conditions, they will not change, modify or amend this Agreement with regard to any of the provisions therein.

11.4 The Husband and Wife both acknowledge they have entered into this Agreement voluntarily and of their own free will and realize that based upon the representations made and the provisions provided for each other herein, unless expressly provided by this Agreement to the contrary, each will not be able to modify the financial terms of this Agreement relating to alimony, equitable distribution or any other matter for any reason whatsoever including without limitation any subsequent change in financial condition. Based upon said Agreement, the Husband and Wife have relied upon the same as a material inducement to settle and enter into this Agreement.

12. **REPRESENTATIONS**

12.1 During the negotiation, preparation and execution of this Amended Marital Settlement Agreement, the Former Husband has been represented by Buckner, Shifrin, Etter, Dugan & Bradfute, P.A. The Former Wife has been represented by Mauricio Padilla, Esq. Each party fully understands the fact that each has signed this Amended Marital Settlement Agreement voluntarily and freely, intending to be bound by it. Both further

 A.D.Jr.

 S.D.

acknowledge that said Amended Marital Settlement Agreement is a fair agreement and has not been the result of any fraud, duress or undue influence exercised by either party upon the other, or by any other person or persons upon either.

12.2 Each party has made a full disclosure to the other of his or her current financial condition.

12.3 Each party understands and agrees that this Amended Marital Settlement Agreement constitutes the entire contract and understanding of the parties. It supersedes all prior understandings or agreements between them upon the subjects covered in this Agreement, whether oral or written. There are no representations or warranties other than those expressly set forth herein. This Amended Marital Settlement Agreement expressly supersedes all prior Marital Settlement Agreements and Parenting Plans entered in to by the parties.

12.4 Each party has been informed by his or her counsel, or by the Court, of the laws of the State of Florida with respect to the power of the Courts under certain conditions to modify the terms of this Agreement.

12.5 In the event of reconciliations, the parties understand that matters dealing with property division shall continue to be binding unless agreed to otherwise in writing.

12.6 No waiver of any breach of the terms of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or similar nature. No waiver of any rights created by this Agreement shall be deemed to be a waiver for all time of those rights, but shall be considered only as to the specific event surrounding that waiver.


13. DIVISION OF PERSONAL PROPERTY

13.1 The personal property owned by either of the parties at the time of their marriage or subsequently acquired separately or together including furniture, furnishings, clothing, jewelry, automobiles, boats and all other items of personal property, have heretofore been equitably divided and apportioned between the parties, and each party does hereby ratify and confirm that decision and the party presently in possession of the various items of property shall be the sole and exclusive owner of said property.

13.2 The Wife shall be entitled to the sole and exclusive ownership of all of her jewelry, her pension and/or IRA, 401K, and all her personal checking and/or savings accounts, money market accounts and the like.

13.3 *This paragraph number was omitted from original draft.*

13.4 The Husband shall be entitled to the sole and exclusive ownership of all of his jewelry, his pension and/or IRA, 401K, and all his personal checking and/or savings accounts, money market accounts and the like.

 A.D.Jr.

 S.D.

REAL PROPERTY AND TRUST INTERESTS:

13.5 Marital Home: The parties previously had an interest in certain real property located at 5825 SW 128th Street, Miami, Florida 33156, which was owned by a trust known as the 5825 Residence Trust. The property has been sold and neither party continues to reside in the home.


13.6 Wife's Trust Interests: To the extent the Former Wife has, had, or could have had any interest in the 7 D'Alessio's Trust, the 5825 Residence Trust, and/or the 6 D'Alessio's Trust, the Former Wife expressly disclaims any such interest in favor of the Former Husband. The Former Wife expressly agrees to execute any documents deemed necessary by Jamie Mandel, Esq. or Leila Centner to give full force and effect to this paragraph. Should the Former Wife fail to timely execute any necessary documents, upon the Former Husband's motion, a commissioner may be appointed to sign in the Former Wife's stead, at the Former Wife's expense. Should the Former Husband need to advance the costs of such a commissioner, the Former Husband shall be permitted to deduct such amount to the next month's alimony payment.


13.7 Husband's Trust Interests: To the extent the Former Husband has, had, or could have had any interest in the 5 D'Alessio's Trust, the Former Husband expressly disclaims any such interest in favor of the Former Wife. The Former Wife shall retain her interest, to the extent same exists, in the 5 D'Alessio's Trust. The Former Husband expressly agrees to execute any documents deemed necessary by Jamie Mandel, Esq. or Leila Centner to give full force and effect to this paragraph. Should the Former Husband fail to timely execute any necessary documents, upon the Former Wife's motion, a commissioner may be appointed to sign in the Former Husband's stead, at the Former Husband's expense. Should the Former Wife need to advance the costs of such a commissioner, the Former Husband shall be required to add such amount to the next month's alimony payment.

13.8 Lump Sum Payment to Wife: In full satisfaction of all equitable distribution obligations set forth in this Agreement or which could have been raised at the time of the dissolution of marriage, the Former Husband shall pay the Former Wife the sum of \$150,000. (one hundred fifty thousand dollars) no later than December 5, 2021.

14. PARENTING PLAN

The parties have entered into this amended Parenting Plan and it is understood by both parties that this amended Parenting Plan is intended to be introduced into evidence and shall be incorporated in a Final Judgment entered therein. This amended Parenting Plan, as provided by Chapter 61 of the Florida Statutes, is intended to govern the relationship between the parties relating to the decisions to be made regarding the parties' children. Each party has read this amended Parenting Plan and understands its terms and consequences, and each party believes that the amended Parenting Plan is fair, just, reasonable, and above all, in the best interest of each of their minor children. Each party has assented to this amended Parenting Plan freely and voluntarily, without coercion or duress and each party hereby agrees as follows:

 A.D.Jr.

 S.D.

- 14.1 The Eleventh Judicial Circuit in Miami-Dade County, Florida has continuing jurisdiction over the parties' three minor children, to wit: A.E.D., born December 12, 2006, G.L.D., born May 22, 2009 and T.T.D., born May 3, 2012 (each hereafter referred to as the "child") pursuant to the applicable Florida Statutes and the Uniform Child Custody Jurisdiction and Enforcement Act ("UCCJEA").
- 14.2 Florida is the home state and the state of habitual residence of each child. Accordingly, Florida is the sole jurisdictional state to determine child custody, parental responsibility, time sharing, rights of custody, and rights of access concerning the child 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 ("Convention").
- 14.3 The Final Judgment of Dissolution of Marriage ratifying this Parenting Plan is a custody determination made consistent with the provisions of Title 28 U.S.C. §1738A, the PKPA and the UCCJEA. This is binding on both parties and is conclusive as to all issues of law and fact decided, whether litigated or not, as to the determination made, unless and until that determination is modified pursuant to law, including the provisions of the UCCJEA, Florida Statutes §61.501-542 and/or the PKPA, pursuant to Florida Law.
- 14.4 The United States of America is the habitual residence of the child, within the meaning of Article 4 of the Convention. Any absence from the State of Florida shall be a temporary absence and shall not cause the State of Florida to lose its status as the home state and the United States as the habitual residence of the child.
- 14.5 **Relocation of Child:** In the event that a parent seeks to relocate the principal residence of the child subject to this Agreement more than fifty (50) miles away from the Former Husband's current address (650 NE 32nd Street, Miami, Florida 33137) such parent shall strictly comply with the provisions of Section 61.13001. For the purposes of relocation, all distances shall be measured from 650 NE 32nd Street, Miami, Florida 33137, regardless of where either parent resides at the time relocation is sought.
- 14.6 **SHARED PARENTAL RESPONSIBILITY:** Each parent recognizes the love, devotion, and dedication of the other to their child. Each recognizes that the other has right and responsibility to and shall fully participate with the child and confer with the other in all major matters pertaining to the child's health, welfare, education, and upbringing. With


 A.D. Jr.

 S.D.

this in mind, the parents agree that they shall have **Shared Parental Responsibility** of the minor child and that all major decisions shall be made on a mutual decision-making basis, with each parent conferring and cooperating with the other and taking into consideration the best interests of the minor child. The parties acknowledge that major decisions include but are not limited to matters relating to (a) health, medical, dental, selection of doctors, medication, and medical procedures; (b) education (religious and secular), including decisions concerning public or private schooling; (c) sports, extra- curricular activities, summer camp, and ongoing recreational activities; (d) learning disabilities, speech therapy, behavior problems, emotional well-being, moral and social matters, psychological and psychiatric evaluation, therapy, and treatment; legal matters involving the child; (e) (f) major discipline; (g) the child's estate, services, and earnings; and (h) other important matters affecting the welfare and upbringing of the child. The parents will exert their best efforts to work cooperatively in future plans consistent with the best interests of the child and in amicably resolving such disputes. Both parents shall have the same decision-making responsibility on all issues regarding the child. The parties agree that they shall confer as to disputes and may consider seeking the assistance of an agreed upon parenting coordinator before bringing an action before the Court.

While all major matters pertaining to the children shall be made on a joint decision making basis, all routine, day to day decisions shall be made by the parent who is exercising timesharing. Each party has complete trust in the other to make emergency decisions on behalf of the children which would otherwise be a joint decision. Either party may schedule routine medical care (e.g., pediatrician well checks, dental cleanings), necessary tutoring, day camps, etc. for the children residing primarily in their home, but shall advise the other parent about any such items being scheduled.


- 14.7 In accepting the broad grant of privileges conferred by this Shared Parental Responsibility Agreement, 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.
- 14.8 The parties acknowledge that it would not be in the child's best interest to be placed in the middle of a dispute between the parties. The parties agree that they shall make their best effort to discuss and reach a mutual agreement prior to discussing same with the minor child. The parties agree not to enlist, induce, or entice the minor child to advocate on

 A.D.Jr.

 S.D.


behalf of the parent or otherwise leverage the child against the other parent.

- 14.9 The parties each acknowledge that the various activities and schedules for the child may vary from time to time and that each party may find it desirable and in the best interests of the child for visitation to be adjusted to accommodate such activities and schedules. Neither parent shall be required to alter his or her timesharing schedule with the child, but each agrees to use good faith in adjusting timesharing, when reasonably possible, to accommodate such activities and schedules.
- 14.10 The parties agree not to use the child as a messenger or go-between. The parties agree to communicate with each other directly, not through their child.
- 14.11 Neither party shall discuss his or her financial situation with the child in such a way as to negatively affect the other party nor shall either party discuss the other party's financial situation with the child.
- 14.12 Each party shall at all times keep the other party apprised of his or her contact information and shall provide timely notice within 48 hours of any changes to their telephones or addresses.
- 14.13 **Protecting and Recognizing the Child's Rights:** The parents acknowledge that the minor child has the right to be spared as much of the trauma of the parents' dissolution of marriage as possible and to concentrate on developing into a strong and independent person. Therefore, the parents will make every reasonable effort to acknowledge and recognize, and agree:
- 14.13.1 That the child has the right to develop an independent and meaningful relationship with each parent and to respect the personal differences of each parent and each home.
- 14.13.2 That the child has the right to be free from being present during the parents' personal battles or being used by either parent as a spy, a courier, or a bargaining chip, or in any other inappropriate manner.
- 14.13.3 That each parent has the right, during his or her timesharing with the minor child, to follow his or her own reasonable standards, beliefs or style of child-raising and discipline without unreasonable interference from the other parent.

 A.D.Jr.

 S.D.

- 14.13.4 That each parent and the child have the right to call themselves a family, no matter how the child's time is divided or how much contact and access each parent has with the child.
- 14.13.5 That the total amount of time shared with either parent shall not be evaluated nor discussed with the minor child and that the most important characteristic to be emphasized in the caring of each parent for each of the child.
- 14.13.6 That the parents shall refer to each other as the child's Mother or the child's Father and shall consider that the child has a family in the Mother's home and in the Father's home. If either parent remarries, neither new spouse shall be called Mother, Mom, Father, Dad or similar referenced names, which names infer paternal or maternal status.
- 14.13.7 That the Mother's family shall be different than the Father's family and the parents shall so refer to the differences as different, and not as "better" or "worse".
- 14.13.8 That the relationship between the parents shall be amicable, to-wit: courteous, relatively formal, low-key, and public. Each parent shall be courteous and respectful to each other, and to the child.
- 14.13.9 That each parent will respect the other parent's privacy and not ask the child questions about the other parent's new life, except that such questions may be asked if the inquiring partner has reason to believe that circumstances exist that adversely affect the child.
- 14.13.10 That each parent shall reassure the minor child of the love that parent has for the minor child and that both parents will always take care of the minor child and look after the child's needs. Both parents will reassure the minor child that although there are changes in their family and they will have two homes instead of one, both parents care and love the child. Each parent will act in a manner to provide emotional stability for the child.
- 14.13.11 That each parent shall never speak ill or infer ill, of the other parent in the child's presence or where they might be overheard. Further, the parents shall not speak to each other in an antagonistic or criticizing manner in the child's presence or where they might be overheard by the child.

 A.D.Jr.

 S.D.

14.13.12 That discussing the details of the parties' separation, litigation, and ultimate divorce may be detrimental to the child, and thus the parties shall not discuss same with the child without mutual agreement.

14.14 **Co-Residential Parenting:** Each parent shall ensure that both parents are listed as parents on all records, (including, but not limited to school, medical records, and extra-curricular activities.) Upon request, a parent shall furnish to the other parent copies of any reports of such information. The Mother and Father shall both be contacted in case of illness or emergency before any third party. Each party may designate additional persons to be contacted in case neither parent can be contacted, and those additional people may then pick-up the child from school. Each party shall give notice to the other party in writing prior to designating a third party for emergency contact and pick-up authorization.

14.15 **Timesharing, Contact, and Access with Child:** It is in the child's best interest to continue the significant participation of both parents in the child's life. The parties agree that the child shall reside with each parent during those times set forth in the attached Parenting Plan, which the parties may modify by mutual agreement.

14.16 **Regular Timesharing Schedule:** Three of the parties' children are minors. The parties agree that the children shall share time on different schedules, and that same is in the best interests of the minor children.

14.16.1 As he has done for several months, the parties' minor son, G.L.D., shall continue to reside primarily with the Father. The Mother shall have timesharing with all three the children on alternating weekends, from Fridays after school (or 5pm if not a school day) through return to the Father's home at 5pm on Sundays. The remainder of G.L.D.'s time shall be spent with the Father.

14.16.2 The parties' minor daughters, T.T.D. and A.E.D. shall reside primarily with the Mother. The Father shall have timesharing with all three children on alternating weekends, from Fridays after school (or 5pm if not a school day) through return to the Mother's home at 5pm on Sundays. The remainder of A.E.D.'s and T.T.D.'s time shall be spent with the Mother.


14.16.3 The parties' alternating weekends shall allow for all three children to be together with one parent on one weekend, and then rotate to the other parent for the next weekend. The children shall have frequent and liberal access to one another, and also to the parent they are not exercising time with on a particular day.

 A.D., Jr.

 S.D.


- 14.16.4 A parent requesting 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.
- 14.16.5 A parent requesting a change of schedule shall be responsible for any additional childcare, or transportation costs caused by the change.
- 14.17 **Holidays and Special Days:** On or before August 1 of each year, both parents shall obtain copies of the school calendars for the next school years. The parents shall discuss the calendar and the timesharing schedule so that any differences or questions can be resolved. The parties intend for their children to share time together during all major holidays, and therefore agree to utilize the following holiday timesharing schedule:
- 14.17.1 **Thanksgiving:** The children's Thanksgiving breaks shall be rotated. The Mother shall have the holiday in odd years and the Father shall have the holiday in 2021 and then all subsequent even years. The holiday shall be defined by the school calendar and shall commence on the day classes let out for the break. The parent with the holiday shall be responsible for assuring the children are returned to the parent he or she primarily resides with at 5pm the evening before classes resume.
- 14.17.2 **Christmas/Winter Break:** Winter Break shall be divided each year. Typically the break will begin when classes let out on a Friday afternoon and shall continue through 5pm on the evening before classes resume. The break will be divided with one parent having December 24th at noon through January 2nd at noon, and the other parent having the remainder of the break. In all even years the Mother shall have December 24th through January 2nd, and the Father shall have the balance of the break. In all odd years, the Father shall have December 24th through January 2nd and the Mother shall have the balance of the break. When possible, the parent who does not have the holiday may consider inviting the other parent to the holiday meal for the benefit of the children. If either parent chooses to travel during his or her half of winter break, such parent may do so during his or her own timesharing.
- 14.17.3 **Easter:** If any of the children are enrolled in a school that combines Easter with spring break, the Easter provisions of this schedule shall control. Easter shall be defined as Good Friday when school lets out (or Thursday when school lets out if there is

 A.D. Jr.

 S.D.

no school on Good Friday) through the evening before the first school day following Easter. The Father shall be entitled to Easter with the minor child in odd years and the Mother shall be entitled to Easter with the minor child in even years.

- 14.17.4 **Spring Break:** Spring break shall be defined in accordance with the children's school calendars, however, spring break shall **exclude** Easter weekend as set forth above. The parties recognize the children may have spring break at different times, and each child will exercise time as set forth in this paragraph during his or her designated spring break. If there are two separate breaks (spring and Easter), spring break is generally expected to be defined as commencing after school on the last day before vacation through 5pm on the evening before classes recommence. The Father shall be entitled to each child's spring break in odd years and the Mother shall be entitled to each child's spring break in even years. If Easter is part of Spring Break, the Easter provisions shall control for Easter weekend and the remainder of the break shall be divided with the Mother having the break in odd years and the Father having break in even years.
- 14.17.5 **Mother's Day Weekend and Father's Day Weekend:** These special days are to be spent with the appropriate parent. Mother's Day and Father's Day shall be the entire weekend, from pick up at school on Friday through 5pm on the Sunday of that weekend. If there is no school or camp, the parties will agree upon exact pickup and drop off times consistent with the children's schedules.
- 14.17.6 **Parent's Birthdays:** Each party shall be entitled to enjoy his or her birthday with all the minor children. The parent's birthday is agreed to be the overnight preceding the birthday through return to school the following morning if a school day or if a non-school day, ending at 5pm on the day after the birthday.
- 14.17.7 **Halloween:** If October 31st is a school day, the holiday shall be defined as pick up from school on the 31st through the end of plans that evening. If the children are not in school on October 31st, the holiday shall be defined as 9am through the evening before return to school. The Mother shall enjoy Halloween with the children in even years and the Father shall enjoy Halloween with the children in odd years. The parent with the holiday shall arrange the children's costumes and trick or treating plans. The parties expressly recognize that their children are becoming young adults and may wish to make Halloween plans with

 A.D.Jr.

 S.D.

friends, rather than trick or treating with the parents. When the children are old enough to make such plans on their own, the parents agree to respect the reasonable wishes of the children and assist in facilitating the children's plans.

14.17.8 **Three and Four Day Weekends** (defined as pick up from school on the last day of classes before the long weekend through 5pm on the day before classes/camps resume):

14.17.8.1 **Martin Luther King, Jr. Weekend**: Mother in odd years, Father in even years.

14.17.8.2 **President's Day Weekend**: Father in odd years, Mother in even years.

14.17.8.3 **Memorial Day Weekend**: Mother in odd years, Father in even years.


14.17.8.4 **Labor Day Weekend**: Father in even years, Mother in odd years.


14.17.8.5 **Veteran's Day**: Father in odd years, Mother in even years.

14.17.9 **4th of July**: Independence Day, defined as July 3rd at 9am through July 5th at 9am, shall be the Father's holiday in odd years and the Mother's holiday in even years. The parties shall consider Independence Day when selecting their weeks of summer timesharing (as set forth below in more detail) and Independence Day supersedes summer timesharing in the event of a conflict of dates.

14.17.10 **Children's birthday**: The Mother shall enjoy each child's birthday in all odd years and the Father shall each child's birthday in all even years. The parent designated to have the year shall be entitled to host the "friends from school" birthday party. So as to make the event more enjoyable for the child, the parent hosting the birthday party should consider inviting the other parent to the party. It is the intent of the parties that the parent assigned to have a birthday in a given year shall also have timesharing with the other minor children on that day so that the birthday child is able to celebrate his or her birthday with his or her siblings.


14.18 Extended weekends for teacher planning days shall follow the regular rotating weekend schedule. For instance, if Friday is a non-school day, the


 A.D.Jr.

 S.D.

weekend shall commence with pick up from school on Thursday. If Monday is a non-school day, the parent with the weekend shall also have Sunday overnight and the weekend shall end with return at 5pm on Monday.

- 14.19 **Summers:** During the summer, the regular timesharing schedule shall remain the same. However, each party shall have up to two weeks to travel with the children. The weeks may be consecutive or nonconsecutive. Each party shall notify the other in writing of their intended dates of uninterrupted timesharing by March 15th of each year. In the event of a conflict of dates, the Father's choice of dates shall prevail in even years and the Mother's choice shall prevail in odd years. If there is a conflict, the party whose choice does not prevail shall have 7 additional days to select his or her two weeks.
- 14.20 The parties specifically agree that they are free to make agreements with one another on an ad hoc basis for timesharing that is different than that provided for under this Agreement. Deviations from the foregoing schedule should be confirmed in writing (email is a valid form of writing) so that there are no misunderstandings when deviations are agreed to.
- 14.21 **Academic Break Definition:** Each academic break shall generally be defined as from the day classes recess through 5pm on the day before classes recommence.
- 14.22 For any travel outside of the jurisdiction for the minor child, the non-traveling party shall be entitled to have and will in fact be given contact telephone numbers to facilitate open and frequent telephonic communication with the child. The traveling parent shall provide an itinerary for the trip, including information regarding travel and accommodations in accordance with the attached Parenting Plan. Nothing in this Agreement precludes either parent from traveling outside the jurisdiction with the child during his/her contact and access time. The parties anticipate that the parents shall travel with the minor child internationally, and both parents shall cooperate with each other in executing any documents needed for the child to be able to travel. The parties shall execute a consent form for the minor child to travel outside of the United States. No travel shall occur outside the United States without the written consent of the parties or court order. The parties shall not unreasonably withhold the passport(s) and/or consent to travel from the other party.
- 14.23 **Transportation for Timesharing:** In the event that any of the aforementioned regular or holiday timesharing involves a pick-up during a time that the minor child is not in school/summer camp, the party beginning his/her timesharing shall have the responsibility of


 A.D.Jr.

 S.D.

picking up the minor child at the other party's residence, or other agreed upon location, or as set forth in the attached Parenting Plan. Each party has the right to designate someone to provide transportation for the child between school/daycare/summer camp and the parent exercising timesharing. Either parent may designate an adult child of the parties, trusted adult, nanny, or a professional transportation company such as a private busing service. Neither parent shall allow a minor child to use a commercial ride share such as Uber or Lyft or a taxi without an adult present or without the written consent of the other parent. Writing may be via email or text message.


- 14.24 **Emergency Decisions-Unilateral Permitted:** It is understood that some decisions must be on an emergency-type basis, and in such event, each of the parties acknowledge that they have full confidence in the other's ability to make an emergency unilateral decision for the child's welfare which otherwise would require the parties to confer prior to the decision being made.
- 14.25 **Entitled to Participate in Activities:** Both parents shall be entitled to participate in and attend special activities in which the child are engaged, such as religious activities and important social events in which the child participates. Each party shall assume separate responsibility for contacting schools, religious institutions and sport's programs directly to obtain information regarding the child's special activities and events. The parties shall inform each other, in writing, of the children's extra-curricular activities, school programs/programs, schedules, games conferences and days off. In the event of a dispute regarding the children's activities, the parties agree that they shall first consult with their agreed upon parenting coordinator prior to instituting litigation.
- 14.26 **Entitlement to Complete Information:** Each parent shall be entitled to complete and detailed information from all pediatricians, physicians, specialists, consultants, or specialists attending the minor child for any reason whatsoever and to be furnished with copies of any reports given to one or the other parent upon receipt. Each shall be entitled to complete and detailed information from all teachers, schools, summer camps, or other institutions which the child may attend or become associated with in any way and each shall be entitled to communicate with them. Each party shall take steps to keep himself or herself apprised of school meetings, events, and activities, and each party shall have the right to attend all such functions, including but not exclusive to enrolling in e-mail notifications with the school and/or teacher and enrolling in any school web portal. Any significant change in the well-being or educational progress of the child, or any significant educational or other event, known only to one parent shall be communicated promptly to the

 A.D.Jr.

 S.D.

other. The parties shall jointly request that school notices sent by the school to the parents be sent to each of them at their respective addresses. Such school notices shall include grade and performance reports, notices of parent-teacher conferences, disciplinary notices and notices of other activities in which the other parent might normally participate. In the event of a dispute regarding the foregoing provisions, the parties agree that they shall first consult with their agreed upon parenting coordinator prior to instituting litigation.

- 14.27 **Encouragement of Love and Affection**: Both parents shall exercise, in the utmost of good faith, their best efforts at all times to encourage and foster the maximum relations of love, respect, and affection between the child and the parties.
- 14.28 Neither parent shall in any way impede, obstruct, or interfere with the exercise, by the other, of his or her right of companionship with the child, and neither of them at any time shall in any manner disparage or criticize the other parent, nor allow another person to do so, in the presence of the child.
- 14.29 Neither parent shall use threats of and/or limitation of contact and access by the minor child with the other parent as a means of discipline of the child.
- 14.30 Each parent agrees to exercise shared parental responsibility in such fashion as to maintain and foster the high morale and upbringing of the child. The parents agree it is the child's right to be spared from experiencing and witnessing any animosity or ill-feeling, if any should occur, between his parents. The child should be encouraged to maintain love, respect, and affection for both parents.
- 14.31 **Notification and Access in Event of Illness or Accident**: Each parent agrees to promptly notify the other parent of any illness or accident or other circumstance seriously affecting the child's health and general welfare or any illness requiring medical attention. The notified parent shall have the right to immediate access to the child wherever the child may be.
- 14.32 **Informed of Whereabouts**: Each parent shall keep the other informed, within reasonable limits, of the location of the child and provide names and telephone numbers of all individuals attending to the needs of the child.
- 14.33 **Open Telephonic Communication**: Parents shall have an open and reasonable right of telephonic communication with the child at all

 A.D.Jr.

 S.D.


reasonable times and the child shall have the right to telephone the parent as the child desire.

- 14.34 **Names to be Maintained**: Neither of the parents will, at any time, for any reason, cause the minor child to be known or identified or designated by any surname other than "D'ALESSIO".
- 14.35 **Religion**: The parties agree that the children shall be raised non-denominational and that the parties shall not interfere with the children's religious teaching.
- 14.36 **Counseling**: T.T.D. has been in therapy with Melody Caton for approximately six (6) months on a weekly basis and shall continue with this therapy. A.E.D. and G.L.D. shall commence therapy with a mutually agreed upon therapist forthwith. Both parties shall fully cooperate with the therapist and the therapeutic process, including but not limited to signing all necessary releases and consents for treatment of the children.

15. **CHILD SUPPORT**

15.1 The Former Husband is voluntarily agreeing to pay in excess of the Florida Child Support Guidelines, and shall pay to the Former Wife child support in the amount \$2,500 per month. The Husband's child support payments shall commence on December 5, 2021 and shall be payable on the 5th day of each month. Upon A.E.D.'s high school graduation (anticipated to be in June 2025), the Former Husband's child support payment shall automatically reduce to \$1,250 per month. The Former Husband's child support obligation shall continue with respect to each of his minor children until the occurrence of one of the following:

- 15.1.1 The death of the child;
- 15.1.2 Attainment of his/her 18th birthday or up to his/her 19th birthday so long as the child is in fact dependent, between the ages of 18 and 19, still in high school, and performing in good faith with a reasonable expectation of graduation before the age of 19;
- 15.1.3 The valid marriage of the child;
- 15.1.4 A lawful entry of the child into the military service of the United States for a continuous period of time on one year or more;
- 15.1.5 The child becoming self-supporting by permanent and full-time employment, exclusive of holidays and vacation; or
- 15.1.6 Further Order of this Court.

 A.D.Jr.

 S.D.

15.1.7 Child support in this Agreement is calculated based upon all three children residing primarily with the Mother, with the Father enjoying only 20% of the overnights with each child. The parties expressly understand and agree that this is not the current schedule, but the Father is voluntarily agreeing to an overpayment of child support. Such voluntarily overpayment of support shall not be used in any future modification action as proof of the Father's ability to pay or the needs of the children. In the event of any future modification action the then current timesharing schedule shall be used to calculate the child support guidelines. In addition, in any modification action initiated by the Mother, the Father's contributions to private school (as set forth in Section 15.4) shall be credited towards his base child support obligation owed to the Mother. The Father's child support obligations are current as of the date of this Stipulation. For the avoidance of doubt, child support will terminate without further court order when any of the events lists in preceding Sections 15.1.1 through 15.1.5 occurs with respect to all of the minor children.

15.2 **Health, Dental and Vision Insurance:** The Husband shall be responsible to maintain health, dental and vision insurance for the minor children, ~~for so long as his current plan remains reasonably available to him at a similar cost.~~ The cost of same has already been taken into consideration in the calculations of the child support. It is the Former Husband's intention to provide the children with health insurance coverage on his policy for so long as the children remain eligible (e.g., under age 26, unmarried, and enrolled in school on a full-time basis).

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15.2.1 The Former Wife is no longer eligible for her prior employer sponsored health insurance plan, but is eligible for COBRA coverage. Provided the Former Wife timely enrolls in COBRA, then the Former Husband shall pay the Former Wife's COBRA premiums from the date she elects coverage through April 30, 2022. The Former Wife shall provide the Former Husband with proof of her enrollment in COBRA and all information necessary for him to make direct payments within ten days of this Agreement. The Former Wife shall be solely responsible for her own health insurance commencing May 1, 2022.

15.3 The Husband shall be solely (100%) responsible for any and all of the minor children's reasonable and necessary expenses incurred for health or dental care not covered by insurance so long as an in network provider is utilized, including but not limited to: co-payments, deductibles, expenses for hospitalization, prescriptions, doctors, dentists, glasses, braces, and all other similar care and treatment reasonably necessary for the benefit of the children up to a total out of pocket costs of \$12,000 per year. If in any calendar year the out of pocket medical expenses for the children exceed \$12,000, the parties shall divide the additional expenses with the Former Husband responsible for 80% of the cost and the Former Wife responsible for 20% of the cost. For any provider who is out of network, the Husband shall have no financial responsibility unless he has first consented to the out of network provider in writing. Any out of network provider utilized by the Wife for the children that was not agreed to in writing by the Husband shall be the Wife's sole financial responsibility. Notwithstanding the foregoing, for the children's psychiatric or psychological care, the Husband shall be solely responsible for the son's therapy expenses and the Wife shall be solely responsible for the two daughters' therapy expenses.

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15.4 **Private School:** In addition to the above child support, the Husband shall also be solely responsible for all of the minor children's private school tuition and fees which are listed on the school invoice through each child's high school graduation at agreed upon private schools. The parties' children, to wit: T.T.D. and G.L.D. are currently attending Westminster Christian School and shall remain in said school until graduation from high school, or until the parties agree to an alternate school/option. The parties agree that the minor child, to wit: A.E.D. is currently attending Miami Beach Senior High School, and shall remain in said school until her graduation from high school or the parties agree to an alternate school.

15.4.1 If either parent desires to enroll a child in a new school different than the one they are attending as of the execution of this Agreement, such decision must be made by mutual agreement, confirmed in writing, with consent not to be unreasonably withheld. Father shall only be required to pay the tuition for a new private school if he agrees to the choice of school, provided that his consent shall not be reasonably withheld.

15.4.2 The Former Husband expressly waives his right to payment by the Former Wife of \$60,000 as her contribution towards the children's private school tuition as was required by paragraph 15.4 of the parties' prior agreement.

15.5 **Tax Credit/Exemption:** The Husband shall be allowed to claim the minor children as tax dependency exemption/credit on a yearly basis.


15.6 **Life Insurance:** As long as the Husband is required to pay child support and alimony as set forth herein, the Husband shall keep in effect a term life insurance policy, with benefits of no less than One Million (\$1,000,000) Dollars, naming the Wife as irrevocable beneficiary. The Husband shall maintain and pay for said life insurance policy and shall not assign or encumber it without the written consent of the Wife. The Husband shall provide the Wife with written evidence of said life insurance policy, from the Husband's life insurance carrier and/or agent, on an annual basis.


15.7 Each party hereto has consulted with his or her counsel, if any, and is aware of the continuing power of the Court to modify the children support provision of this Agreement.

15.8 **Extracurricular Activities:**

15.8.1 The parties shall mutually agree upon all extracurricular activities for the children, with consent not to be unreasonably withheld. The children's reasonable preferences shall be considered in selecting extracurricular activities. In the event of a dispute as to extracurricular activities, the parties shall first consult with their agreed upon parenting coordinator prior to instituting litigation.

15.8.2 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.

 A.D. Jr.

 S.D.

15.8.3 The costs of the extracurricular activities shall be paid by the Mother for T.T.D. and A.E.D. The costs of the extracurricular activities shall be paid by the Father for G.L.D.

15.8.4 The uniforms and equipment required for the extracurricular activities shall be paid by the Mother for T.T.D. and A.E.D. The costs of the extracurricular activities shall be paid by the Father for G.L.D.


15.9 **Parenting Coordinator:**


15.9.1 The parties agree to retain Stacy Jones (provided she is available and accepting new clients) or another a mutually agreed upon person as their Parenting Coordinator. The parties agree that each shall contact Ms. Jones within 72 hours of entry in to this Agreement and shall schedule his or her first meeting with the parenting coordinator. Each party shall promptly provide the parenting coordinator with all requested information, including guarantee of her payment, promptly respond to emails or other communications from the parenting coordinator, and each shall fully cooperate with the agreed upon parenting coordinator. Each party shall be responsible for 50% of the fees charged by the parenting coordinator. If requested by the parenting coordinator, the parties will submit an Agreed Order to the court appointing him or her in this matter. The initial appointment period shall be for 24 months, but may extended by mutual consent of the parties and the parenting coordinator or by further order of court if continued parenting coordination is in the best interests of the minor children.

16. **DEBTS**

16.1 The parties acknowledge that they are filing their tax year 2020 individual tax return, Form 1040, as married, filing jointly, and that such tax return is currently on extension until October 15, 2021. The parties acknowledge and agree to file such return timely, and that Husband shall be liable for paying any unpaid taxes for tax year 2020, and likewise shall be solely entitled to retain any refund if same exists.

16.2 The parties acknowledge that due to the sale of their former marital home, the parties will need to declare capital gains on their respective individual tax returns, Form 1040, for tax year 2021. The parties agree to maximize the exclusion under Section 121 of the Internal Revenue Code ("IRC") that is available to each of them, such that, for tax purposes only, each party will be allocated a portion of the gains as set forth herein: Wife shall be allocated the maximum amount of sale proceeds that she is allowed to exclude from her taxable income pursuant to IRC Section 121 and shall declare such gains on her tax year 2021 Form 1040; and Husband shall be allocated the balance of all sale proceeds and shall declare such gains on his tax year 2021 Form 1040. For the avoidance of doubt, Husband shall be responsible for paying all income taxes due in connection with the sale of Marital Home, provided that Wife declares as income the maximum amount that she is allowed to exclude from her 2021 taxable income pursuant to IRC Section 121. It is the parties' express intention,

 A.D.Jr.

 S.D.

in consultation with their CPA, that the Former Wife's reporting of gain shall not be a taxable event to the Former Wife and she will not owe taxes in connection with this reporting.

16.3 The parties acknowledge that they have no additional joint debt.

16.4 Each may have debts in their sole name and each party hereby is responsible for any and all debts in his/her sole name.

16.5 The parties represent and warrant to each other that they will not, after execution of this Agreement, incur any debts or make any contracts for which the other party or the other party's estate may be liable.

16.6 If either party violates this provision and as a result thereof, the other party becomes obligated to make a payment or payments to others, the party making the payment shall be entitled to indemnification and/or reimbursement from the party incurring or responsible for the obligation.

16.7 Each party does hereby agree to seek releases for the other for any liability that the other party has assumed pursuant to this Agreement. In the event that either party is unable to secure a release from any specific liability, the party who assumes the liability agrees to indemnify the non-assuming party from any loss, injury or damage that the non-assuming party may sustain as a result of the liability.

17. ALIMONY

17.1 Commencing on December 5, 2021, the Former Husband shall pay to the Former Wife the sum of \$12,000 per month as and for permanent alimony, and continuing on the 5th day of each month thereafter for a maximum of twenty consecutive years. The Former Wife acknowledges receipt of all alimony, paid in full, through the date of this Agreement, including payment in full for November 2021. Payments shall be made by the 5th day of each month.

17.2 The Former Husband's alimony obligation shall continue through the earliest of December 5, 2041, the death of the Husband, or the death of the Wife, but shall not terminate upon the Former Wife's cohabitation or remarriage.

or downward
17.3 There shall be no change in circumstances which would ever permit an upward modification beyond \$12,000 per month in alimony, nor any change in circumstances that would ever permit an extension of the alimony term beyond December 5, 2041. If the Former Wife were to obtain a future upward modification of child support, the Former Husband's alimony obligations would be reduced in an amount equal to any child support increase. It is the intent of the parties that the parties' financial obligations to one another are fully resolved by this Agreement and there shall be no further litigation between them at any future time. The Former Husband's alimony obligations are current as of the date of this Agreement.

17.4 The Husband waives any right he has to receive alimony from the Wife. The Husband recognizes that this waiver is irrevocable and non-modifiable, and that there

AD A.D.Jr.

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shall never be a set of circumstances which will justify a modification of alimony and allow him to seek alimony of any form from the other at any time hereafter. This waiver includes bridge the gap alimony, durational alimony, rehabilitative alimony, temporary alimony, permanent/periodic alimony, durational, lump sum alimony, nominal and/or a combination thereof. The term alimony will be deemed to be all inclusive.

17.5 It is expressly agreed that any future change in the law that may pertain to alimony or to any other matter as it relates to spousal support, will not be retroactively applied or otherwise impair this Agreement to prevent the intent and the purpose expressed herein from being fully enforced.

17.6 The alimony set forth herein shall be non-taxable to the Wife and non-deductible to the Husband for income tax purposes.


17.7 All alimony and base child support provided for by this Agreement shall be paid directly to the Wife via an automatic bank transfer each month. The Former Wife shall provide the Former Husband with her banking information necessary to effectuate such transfers. Should the Former Wife's banking information change, she shall provide the Former Husband written notice of same within ten (10) days of any such change. Within ten (10) days of this Agreement, the Former Husband shall provide the Former Wife with proof that such recurring transfer has been scheduled.

17.8 The Former Wife retains her rights to obtain an Income Withholding Order for base child support and alimony which may be entered at any time in the future upon request by the Former Wife in the form of a motion. No substantial change in circumstances shall be necessary to implement an Income Withholding Order.

17.9 The Former Wife shall provide the Former Husband a filed copy of her 2021 individual federal income tax return which is in strict compliance with paragraph 20.3 below, including her reporting of her share of the gain on the sale of the former marital home. The Former Husband shall timely pay the fee owed to Ms. DiMartino for preparation of the Former Wife's personal 2021 federal income tax return. If the Former Wife fails to report this gain and the Former Husband is therefore obligated to report the gain on his taxes, the increased tax burden incurred by the Former Husband shall remain the financial responsibility of the Former Wife. Should the Former Wife fail to provide the Former Husband with a copy of her filed 2021 tax return by April 15, 2022, the Former Husband may deduct the sum of \$5,000 per month from his alimony payments until the additional tax burden created by the Former Wife's failure to report her share of the gain on the sale of the former marital home is reimbursed to him in full.

18. WAIVER OF CLAIMS AGAINST ESTATE

18.1 Except as herein otherwise provided, each party may dispose of his or her property in any way, and each party hereby waives and relinquishes any and all rights he or she may now have or hereafter acquire, under the present or future laws of any jurisdiction, to share in the property or the estate of the other as a result of the marital relationship, including, without limitation, dower, thirds, courtesy, statutory allowance, widows allowance,

 A.D.Jr.

 S.D.

homestead rights, right to take in intestacy, right to take against the will of the other, and right to act as administrator or executor of the other's estate, and each party's will, at the request of the other, execute, acknowledge and deliver any and all instruments which may be necessary or advisable to carry into effect this mutual waive and relinquish of all such interests, rights, and claims.

19. EQUITABLE DISTRIBUTION

19.1 Except as provided in this Agreement and after careful consideration of any possible equitable distribution interest that the Wife may have in and to the assets of the Husband or the assets of the Wife and Husband, the Wife hereby freely and voluntarily permanently waives any and all rights or claims that she may have in and to an equitable distribution interest in and to the property of the Husband and/or in and to the property of the Husband and Wife.

19.2 Except as provided in this Agreement and after careful consideration of any possible equitable distribution interest that the Husband may have in and to the assets of the Wife or the assets of the Wife and Husband, the Husband hereby freely and voluntarily permanently waives any and all rights or claims that she may have in and to an equitable distribution interest in and to the property of the Wife and/or in and to the property of the Husband and Wife.

19.3 The parties agree that all of the distributions contained within this Agreement are intermingled so that the equitable distribution award is incorporated within this Agreement by the terms and provisions of each and every requirement under this Agreement.

20. INDEMNIFICATION FOR PREVIOUS TAX RETURNS

20.1 Each party represents and warrants to the other that they have fully declared all income and properly claimed all deductions on prior federal tax returns. Neither party owes any tax, interest, or penalties for past returns, and no tax deficiency proceeding nor audit is pending or threatened with regard to any such return. In the event that there is an audit or deficiency assessment on any prior joint return, or if a tax lien has been filed or is filed in the future, the party who first receives notice of it shall give the other immediate notice in writing. He or she will also forward copies of all papers received and all documents sent in response. The party whose income or deductions are deemed responsible for the assessment or lien shall pay the assessment, together with interest and penalties, if any, as well as all expenses that may be incurred if that party decides to contest the assessment. The responsible party agrees to indemnify the other party for any loss, injury, expense, or attorneys' fees incurred as a result of a lien, audit, or assessment. In the event of an audit, each party shall cooperate with the other in providing all relevant information and documents. Each party will execute any forms or documents deemed necessary by the responsible party or his or her tax advisors.

20.2 The parties agree to file a joint income tax return for 2020, prepared by Diana J. DiMartino, CPA. The Former Husband shall be solely responsible for satisfaction of the anticipated liability. To the extent there is any refund, tax credit, tax payment, stimulus payment, or the like associated with the 2020 return, the Former Husband shall retain same as his sole property.

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20.3 The parties agree to file individual tax returns for 2021. Both parties shall engage Diane J. DiMartino, CPA, DiMartino & Doyle CPA's PC, 1383-34 Veterans Memorial Highway, Hauppauge, New York 11788, Phone: (631) 382-9800, Email: djdimartinocpa@gmail.com, to prepare their respective 2021 individual federal income tax returns, Form 1040. Only by written agreement executed with the same formalities as this Agreement may be the parties agree to use a different tax preparer for their respective 2021 returns. For the avoidance of doubt, neither party shall be required to engage Diane J. DiMartino to prepare any other tax return filed on their behalf, whether for tax year 2021 or any future year, but each may if they so choose. Each party shall report taxable gains on the sale of the former marital residence. The Former Wife shall report the full amount of the available exemption under IRC Section 121 (anticipated to be approximately \$250,000) of gain on her individual return and the Former Husband shall report the balance of the gain. The Former Wife's reporting of her allotted share of the gains on the sale of the former marital home is not intended to cause the Former Wife to have any tax liability associated with the sale of the home. For the avoidance of doubt, the Former Husband is agreeing to pay any tax liability owed associated with the capital gains on the sale of the former marital home, so long as the Former Wife exercises her full exemption allowed by law. Each party shall be solely responsible for payment of his or her own tax liability for 2021 and likewise entitled to retain any and all refund received for 2021.

21. TAX ADVICE

21.1 Both parties agree that they have had the opportunity to retain their own certified public accountant, accountant, tax attorney or tax advisor with reference to the tax implications of this Agreement. Both parties acknowledge they have not relied upon the tax advice that may or may not have been given by their respective attorneys who have represented them in negotiating this Agreement and their dissolution of marriage proceeding. Both parties acknowledge that they have been advised to seek their own independent tax advice by retaining a certified public accountant, accountant, tax attorney or tax advisor with reference to the tax. The signature of the Husband and the Wife to this Agreement acknowledges they have read this particular paragraph and have had the opportunity to seek independent tax advice.

22. ATTORNEYS' FEES AND COSTS

22.1 The Former Husband shall be responsible for his own attorneys' fees incurred in connection with this matter and the preparation of this Agreement and the subsequent entry of a Final Judgment Ratifying this Agreement. The Former Husband shall make a contribution towards the Former Wife's attorneys' fees and costs incurred in connection with this matter and the preparation of this Agreement and the subsequent entry of a Final Judgment Ratifying this Agreement up to a total amount of \$8,000. The Former Wife shall advise the Former Husband in writing of the total amount of her attorneys' fees incurred in the negotiation and preparation of this Agreement and the Former Husband shall make payment directly to the Former Wife. Such amount shall be paid to the Former Wife immediately upon entry of a Final Judgment ratifying this Agreement. The Former Wife shall be responsible for the balance, if any, of her professional fees.

 A.D. Jr.

 S.D.

23. GOVERNING LAW

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

24. PARTIAL INVALIDITY

24.1 If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

25. COUNTERPART SIGNATURES

25.1 This Agreement may be signed in one or more counterparts each of which, when executed with the same formality and in the same manner as the original, shall constitute an original.

26. WAIVER OF STRICT PERFORMANCE

26.1 The failure of either party to insist on strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any kind and if either of the parties shall fail to insist upon strict performance of any of the terms, conditions, or promises herein contained, it shall not be deemed a waiver of any subsequent breach or default of the terms, conditions, or promises herein contained.

27. ENTIRE AGREEMENT

27.1 This Agreement, from the time it shall take effect, shall supersede any and all prior agreements whether claimed to be oral or in writing. The parties have incorporated in this agreement their entire understanding. No oral statement shall have any force or effect.

28. MODIFICATION OF WAIVER

28.1 No modifications or waivers of any of the terms of this Amended Marital Settlement Agreement shall be valid unless in writing and signed by both parties.

29. MUTUAL UNDERSTANDINGS

29.1 This Agreement contains the entire understanding of the parties. There are no representations, promise or undertakings other than those expressly set forth herein.

30. INTERPRETATION

 A.D.Jr.

 S.D.

30.1 The article headings of this Agreement are for the convenience of reference only and shall not affect the interpretation of any provisions hereof.

31. **AUTHORSHIP**

31.1 In the event that it becomes necessary for any reason to construe this Agreement as permitted by the Rules of Evidence of the State of Florida, this Agreement will be construed as being jointly prepared and written by all parties hereto.

32. **FURTHER DISPUTES/MEDIATION**

32.1 The parties agree that in the event the parties have any future disputes or non-performance of any of the provisions by either of the parties, and absent an emergency, the parties agree to first go to third party mediation and try and resolve the disputes/issues prior to filing any pleadings and seeking the Court's intervention. If the parties cannot agree at mediation, then either party can seek the Court's attention.

33. **CONFIDENTIALITY**

33.1 The parties agree that it is in their best interests that all of the terms and conditions of this Agreement shall at all times remain strictly confidential unless required by the terms hereof to be divulged or by the Order of a Court of competent jurisdiction. Copies hereof shall be provided to or circulated among any persons other than the parties hereto, their attorneys or persons directly charged with the duties and responsibilities hereunder, which duties and responsibilities they cannot perform without having a copy hereof; provided, any such party having a duty or responsibility hereunder shall only receive a copy of such portion hereof as is absolutely essential to the performance of such duties and responsibilities.

34. **ENFORCEMENT OF AGREEMENT**

34.1 The Circuit Court having jurisdiction over this cause, shall retain jurisdiction to enforce all of the terms and provisions of this Agreement, and the Final Judgment in this cause shall contain an express provision for the Court to retain jurisdiction for that purpose.

35. **ESTATE PLANNING:**

35.1 The Former Wife expressly agrees to have proper estate planning documents prepared by a lawyer of her choosing to ensure her entire estate is divided equally among the parties' children in common who survive the Former Wife. (The parties have five living children as of the date of this Agreement, two of whom have emancipated and three of whom are minors.) Should the Former Wife remarry, it is the parties' express agreement (for which the children common to the parties are the expressly intended third party beneficiaries) that the entirety of the Former Wife's estate be bequeathed to the parties' children, and that any subsequent spouse, partner, or the like of the Former Wife not inherit from her.

AD A.D.Jr.


S.D. S.D.


35.2 The Former Husband expressly agrees to have proper estate planning documents prepared by a lawyer of his choosing to ensure his entire estate is divided equally among the parties' children in common who survive the Former Husband. (The parties have five living children as of the date of this Agreement, two of whom have emancipated and three of whom are minors.) Should the Former Husband remarry, it is the parties' express agreement (for which the children common to the parties are the expressly intended third party beneficiaries) that the entirety of the Former Husband's estate be bequeathed to the parties' children, and that any subsequent spouse, partner, or the like of the Former Husband not inherit from him.

36. AGREED ORDER

36.1 The parties agree to submit this executed stipulation to the Court and request ratification of same by an Agreed Order forthwith.

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and acknowledged this Amended Marital Settlement Agreement.

 A.D.Jr.

 S.D.

AS TO THE FATHER:

I have read the foregoing Stipulation for Modification and agree to be bound by the terms and conditions as stated herein.

Dated: 11/16/2021

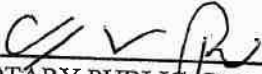

Andrea D'Alessio, Jr.

STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI-DADE)

Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization, at Miami, Miami-Dade County, Florida this 16 day of November, 2021, by Andrea D'Alessio.

My Commission Expires




NOTARY PUBLIC, State of Florida

William W. Riley, Jr.
PRINTED NAME OF NOTARY

Personally known _____ Produced identification X

Type of identification produced FL License 4D-000-73-301-0

____ A.D.Jr.

____ S.D.

AS TO THE MOTHER:

I have read the foregoing Stipulation for Modification and agree to be bound by the terms and conditions as stated herein.

Dated: 11/15/21

Shannon D'Alessio
Shannon D'Alessio

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) ss.

Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization, at Miami, Miami-Dade County, Florida this 15th day of November, 2021, by Shannon D'Alessio.

Giselle Lynch
NOTARY PUBLIC, State of Florida

My Commission Expires:



Giselle Lynch
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG943537
Expires 1/1/2024

Giselle Lynch
PRINTED NAME OF NOTARY

Personally known _____ OR produced identification ☒
Type of identification produced FL ID License # D 420-148-70-528-D

____ A.D.Jr.

____ S.D.