

Filing # 134560292 E-Filed 09/14/2021 02:05:48 PM

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT, IN AND FOR
FLAGLER COUNTY, FLORIDA

CASE NO.: 2019-DR-001036

DIVISION: 47 (France)

IN RE: THE MARRIAGE OF:

JOHN JOSEPH CASCONI,

Petitioner,

and

TAMARA CASCONI,

Respondent.

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE
WITH MINOR CHILDREN AND OTHER RELIEF

THIS CAUSE having come before this Court upon a Petition for Dissolution of Marriage with Minor Children and Other Relief and the Marital Settlement Agreement entered into by the Parties, which is attached hereto, and the Court being fully advised in the premises, it is hereby:

ORDERED and **ADJUDGED** as follows:

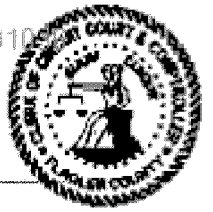
1. **JURISDICTION**: This Court has jurisdiction of the parties and the subject matter of this action.
2. **DISSOLUTION OF MARRIAGE**: The marriage between the Petitioner, JOHN JOSEPH CASCONI, and Respondent, TAMARA CASCONI, is dissolved because it is irretrievably broken.
3. **REAL AND PERSONAL PROPERTY**: The parties have agreed to the division of their real and personal property and liabilities as described in the Marital Settlement Agreement, which is attached hereto.
4. **MARITAL SETTLEMENT AGREEMENT**: The Marital Settlement Agreement, a copy of which is attached hereto as "Exhibit A", was entered into freely, knowingly

and voluntarily by the parties after full disclosure and is in the best interest of the parties and the minor child. The Marital Settlement Agreement is ratified, approved and incorporated into this Final Judgment of Dissolution of Marriage with Minor Children and Other Relief by reference, and made a part hereof to the same effect as if they were set forth in this Judgment verbatim. The parties are hereby ordered to abide by the Marital Settlement Agreement.

5. **RESERVATION OF JURISDICTION:** The Court reserves jurisdiction to enforce the terms of the Final Judgment and the Marital Settlement Agreement incorporated herein.

DONE AND ORDERED in Chambers, Flagler County, Florida this ____ day of _____ 2021.

9/20/2021 4:34 PM 2019 DR 0010



CIRCUIT COURT JUDGE

e-Signed 9/20/2021 4:34 PM 2019 DR 001036

Copies to:

Leonard R. Ross, Esquire and Dillon M. Andreassi, Esquire, at LRR@fldivorcesite.com, dma@fldivorcesite.com and paralegal@fldivorcesite.com
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IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT, IN AND FOR
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CASE NO.: 2019-DR-001036
DIVISION: 47 (France)

IN RE: THE MARRIAGE OF:

JOHN JOSEPH CASCONI,
Petitioner,
and
TAMARA CASCONI,
Respondent.

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT entered into on this 13 day of September 2021, by and between, JOHN JOSEPH CASCONI, hereinafter referred to as "Husband" or "Father", of Flagler County, Florida and TAMARA CASCONI, hereinafter referred to as "Wife" or "Mother" of Flagler County, Florida:

WITNESSETH:

WHEREAS, the parties are Husband and Wife, having been married on March 20, 2015 in in Thomas County, Georgia;

WHEREAS, the parties have one (1) minor child, to-wit:

- I.R.C., date of birth December 26, 2013.

WHEREAS, certain marital disagreements have arisen pursuant to which the parties have sought and received legal counsel;

WHEREAS, the parties wish to settle all their property and marital rights as their marriage is **irretrievably broken**;

WHEREAS, each party has read this Agreement and understands its terms and consequences and the parties believe that this Agreement is fair, just, equitable and reasonable;

WHEREAS, the parties agree to continue living separate and apart, and each party shall reside at a place of his or her choosing without interference from the other;

WHEREAS, the parties shall not harass one another nor shall they interfere in any way with one another's private, social, or business activities; and

NOW THEREFORE, for and in consideration of the mutual promises, covenants and

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undertakings hereinafter more fully set forth and for other good and valuable consideration, the parties agree as follows:

1. **PARENTING PLAN:** This is a Parenting Plan pursuant to and in compliance with Florida Statute Section 61.13.

A. Parents:

Father: JOHN JOSEPH CASCONE;
Address: 117 Colechester Lane, Palm Coast, Florida

Mother: TAMARA CASCONE
Address: 36 Roller Lane, Palm Coast, Florida

B. Child: The Parenting Plan is for the following child born to the parties:

- I.R.C., date of birth December 26, 2013.

2. **JURISDICTION:** The United States is the Country of habitual residence of the child. The State of Florida maintains the most significant contacts with the child and is the most appropriate forum for addressing parental contact and time-sharing. The State of Florida is the child's home state for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act. The Parenting Plan is a child custody determination for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act, the International Child Abduction Remedies Act, 42 U.S.C §11301 mseq., the Parental Kidnaping Prevention Act, and the Convention of the Civil Aspects of the International Child Abduction Act enacted at the Hague on October 25, 1980.

3. **PARENTAL RESPONSIBILITY:**

A. Shared Parental Responsibility - It is in the best interests of the minor child for the parents to have full parental rights to make major decisions affecting the welfare of the child jointly;

B. Day-to-Day Decisions - Each parent shall make decisions regarding day-to-day care and control of the child while the child is residing with the parent. Regardless of the allocation of decision making in the parenting plan, either parent may make emergency decisions affecting the health, safety, and/or well-being of the child when the child is residing with that parent. A parent who makes an emergency decision shall share the decision with the other parent within 72-hours;

C. Information Sharing - Both parents shall have access to medical and school records pertaining to the child and shall be permitted to independently consult with any and all professionals involved with the child. The parents shall cooperate with each other in sharing information related to health, education, and welfare of the child and they shall sign any necessary documentation ensuring that both parents have access to said records. Each parent shall be independently responsible for obtaining

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records and reports directly from the school and health care providers. Both parents have equal rights to inspect and receive governmental agency and law enforcement records concerning the child. Both parents shall have equal and independent authority to confer with the child's school, day care, health care providers, and other programs with regard to the child's educational, emotional, and social progress. Both parents shall be listed as "emergency contacts" for the child. In the event that only one emergency contact can be listed the parties must confer with each other and decide who will be listed. Each parent has a continuing responsibility to provide a residential, mailing, or contact address and contact telephone number to the other parent. Each parent shall notify the other parent in writing within 24 hours of any changes. Each parent shall notify the court in writing within seven (7) days of any changes.

4. **MEDICAL EXPENSES:** The Husband agrees to provide medical coverage for the minor child I.R.C., date of birth December 26, 2013, as long as medical coverage is reasonably available to the Husband. For any uncovered medical expenses, the Husband shall pay 60% and the Wife shall pay 40%. Both parties shall submit receipts and proof of payment for their portion of any uncovered medical expenses. The parties shall remain in network and should either party choose to use a provider out-of-network, then that party shall be solely responsible for 100% the out-of-network expenses.

5. **EXTRA-CURRICULAR ACTIVITIES:** Either parent may register the child and allow her to participate in the activity of the child's choice. The costs of agreed-upon extra-curricular activities, such as, uniforms and equipment, shall be equally (50/50) split between the Husband and Wife. The parties must agree to extra-curricular activities in writing if they seek to have the other party share in the costs of the same. Any non-agreed to extra-curricular activities shall be paid 100% by the parent who signed the child up for the activity and shall not interfere with the other parents time-sharing.

6. **TIMESHARING:**

A. **Weekday and Weekend Schedule:** The parties shall have equal time-sharing, with a one-week on/one-week off rotating schedule. The parent whose week is ending will drop the child off for school Monday morning and the other parent will pick the child up Monday after school to begin their week. In the alternative, the parties may agree to exchange the child at Wal-mart, 174 Cypress Point Parkway, Palm Coast, FL 32164. Both the Husband and Wife agree to be flexible and reasonable with respect to periodic changes in the time-sharing schedule as both parties understand that reasonable accommodations will be necessary from time to time for both parties.

B. **Holiday Schedule:**

1. If the parties cannot agree to Holiday time-sharing, then the parties agree to use the standard Holiday Schedule - Local (attached as Exhibit "A"). Except for the Spring Break holiday. The Husband

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and Wife agree that the Spring Break holiday will be the entire week with either the Husband or the Wife and that the Spring Break holiday will alternate each year, with the Husband having even years and the Wife having odd years.

7. **TAX EXEMPTION:** The Husband shall have the tax exemption pertaining to the minor child in even numbered years and the Wife shall have the tax exemption pertaining to the minor child in odd numbered years.

8. **CHILD SUPPORT AND ALIMONY:**

A. **Child Support:** The parties agree that the Husband shall pay directly to the Wife the sum of two-thousand dollars and zero cents (\$2,000.00) on the first of each month. The Wife will provide the account where the money is to be transferred to. The first payment will be due October 1, 2021, then will be payable the 1st of each month thereafter with the final payment being made on December 1, 2031, unless the child is still in high school and on track to graduate high school, then until age 19, or upon graduation from high school whichever occurs first. There will be a three-day (72-hour) grace period to allow for financial institution processing time and account for times when the 1st falls on a weekend or holiday.

B. **Alimony:** Beginning on October 15, 2021, the Husband shall pay directly to the Wife, as durational alimony, the sum of three-thousand five-hundred dollars and zero cents (\$3,500.00) per month, for three (3) years. Thereafter, each payment will be made on the 15th of each month with the final payment being made September 15, 2024. The Wife will provide the account where the money is to be transferred to. There will be a three-day (72-hour) grace period to allow for financial institution processing time and account for times when the 15th falls on a weekend or holiday.

C. **Income Deduction Order:** The parties agree to the court entering an Income Deduction Order (IDO), that will have child support payments removed in accordance with the Husband's first paycheck of each month and the alimony payments removed in accordance with the Husband's second paycheck of each month. Until the entry of the IDO the Husband shall pay in accordance with subsections A and B of paragraph eight (8) above. The Attorney for the Wife shall prepare the IDO and provide it to the Attorney for the Husband, after which both parties must agree that the IDO comports with the above conditions before submission to the Court.

9. **OTHER PROVISIONS RELATING TO THE CHILD:**

A. **Relocation of Child:** It is acknowledged that in the event that a parent seeks to relocate the principal residence of the children subject to this Agreement more than 50 miles away from the current residence as

provided by Section 61.13001 of the Florida Statutes, such parent shall comply with the provisions of Section 61.13001 by either (a) obtaining written agreement in accordance with 61.13001(2) of the Florida Statutes from the other parent, and any other person entitled to time-sharing, or (b) serving a Petition to Relocate signed under oath or affirmation under penalty of perjury in accordance with Section 61.13001(3) of the Florida Statutes, giving the other parent, and any other person entitled to time-sharing, 30 days to object to the relocation and to request a determination by the Court.

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

- B. Notice of Parent's Relocation or Change of Residence: Either parent must give prior written notice at least thirty (30) days before the day that he or she is to relocate or change residence (regardless of whether the residence of the children will change). Such notice must be made to the other parent by certified mail, return receipt requested, and must include the new address.
- C. No Disparagement of Other Parent: No parent shall make disparaging comments about the other parent to the children or while in the presence of the children, nor allow any other person to do so.

10. **MARITAL HOME:** There were two stipulations entered, the first on December 14, 2020, and the second on April 16, 2021, which allowed for the sale of the marital home and partial disbursements of funds. The remaining proceeds remain held in trust. The parties agree that the Wife shall receive an additional thirty-five thousand dollars and zero cents (\$35,000.00) from the sale proceeds. The Wife forever waives any and all rights, interests, and/or claims she has, or could have, to the remaining proceeds from the sale of the marital home.

11. **TAXES:** The Wife shall sign and return to the Husband the Joint tax returns which include the Jamara LLC tax returns that have been prepared for the years 2016, 2017, and 2018 which are in the Wife's possession within 5-days of the execution of this agreement. Husband acknowledges that Wife did not participate in preparation of 2016 through 2020 tax forms and did not provide, or assist in gathering, any documentation (including receipts, cancelled checks, W-2's, 1099's, or any other paperwork) used in the preparation of the tax forms. The Husband shall prepare and provide the Joint tax returns which shall include the Jamara LLC tax returns for 2019 and 2020 to the Wife within 90-days of the execution of this agreement and the Wife shall sign and return the Joint tax returns which include the Jamara LLC

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tax returns for 2019 and 2020 to the Husband within 20-days of receipt of the same. The Husband shall file the tax returns for 2016, 2017, 2018, 2019, and 2020 and the Husband shall be solely responsible for any debt that is owed to the Internal Revenue Service (hereinafter "IRS") for the tax years set forth in this paragraph. The Husband shall be entitled to 100% of any refund from the IRS for the tax years set forth in this paragraph. Husband acknowledges that all income during the marriage resulted from employment, investments, and other financial transactions resulting from his primary efforts. Husband believes all information on the joint tax returns are factual, complete, and accurate. Husband acknowledges that all income sources, deductions, credits, and other entries on the tax returns are accurate to the best of his knowledge and that the proceeds from the sale of the Atlanta property and Willow Oak Way property were appropriately included on the tax returns referenced above.

- a. The Husband shall indemnify and hold harmless the Wife from any IRS litigation that may arise regarding the the tax years set forth in paragraph nine above. Husband shall pay Wife's attorney's fees and any accounting, professional, and litigation fees related to any IRS collection attempts against the Wife regarding the tax years set forth in paragraph eleven above.
- b. This paragraph is specifically for the Joint tax returns which include the Jamara LLC tax returns for 2016, 2017, 2018, 2019, and 2020 to be filed and is agreed to by and between the Husband and Wife.
- c. No Waiver of "Innocent Spouse": The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that the Wife has under the "Innocent Spouse" provisions of the Internal Revenue Code. If there is an outstanding balance to be paid to the IRS for any of the tax returns listed in paragraph eleven (11) above the Husband shall be solely responsible for the balance owed to the IRS. The Husband shall hold the Wife harmless and the Husband shall indemnify the Wife against any penalty or litigation with respect to any of the tax returns listed in paragraph eleven (11) above. Any debt or balance owed to the IRS shall not be dischargeable in any Bankruptcy proceeding.

12. **INJUNCTION**: The Wife agrees to let the injunction entered on January 16, 2020 expire on November 14, 2021.

13. **FLORIDA PRE-PAID**: The Husband agrees to obtain, when first available, a Florida Pre-Paid Plan for the minor child, I.R.C., date of birth December 26, 2013, and shall be the sole owner of the plan and shall be 100% responsible for funding the plan.

14. **FRIVOLOUS LITIGATION**: The Husband and Wife agree that it is in the minor child's best interest for the Husband and Wife to co-parent as best as possible. Therefore, the Husband and Wife agree not to file frivolous lawsuits, whether civil, domestic, or criminal,


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against one another to promote the best interests of the minor child and a positive co-parent relationship. Having a factual or legal basis to initiate an action is a non-frivolous litigation.

15. **ENFORCEMENT:** Should either party have to secure the assistance of an attorney to enforce the rights and obligations contained herein, the prevailing party shall be entitled to reasonable attorney's fees and costs.

16. **JOINT DOCUMENT:** This Agreement is the product of joint negotiations and shall not be construed for or against either party regardless of who drafted the Agreement.

17. **MUTUAL REPRESENTATIONS AND COVENANTS:** Each party makes the following representations of fact to the other party for the purpose of inducing the other party to rely on these representations as part of the consideration of this Agreement. The representations of fact and mutual covenants with respect thereto are that:

A. Each party fully understands the facts and has been fully informed as to his or her legal rights in connection with this Agreement and the effect of this Agreement on the resolution of property and marital rights issues raised in a dissolution of marriage action;

B. Each party is signing this Agreement freely, knowingly, and voluntarily and intends to be thereby legally bound by it;

C. Each party understands and agrees that this Agreement constitutes the entire agreement of the parties, that it supersedes any prior understanding or parole agreement between them upon the subjects covered in this Agreement, and that there are no covenants, representations, or warranties other than those as expressly set forth in this Agreement;

D. Each party has had the opportunity to seek, if they so choose to do so, independent advice by counsel of his or her selection prior to the signing of this Agreement. The Husband has been represented in this matter by The Law Office of Leonard R. Ross, and the Wife has been represented in this matter by The Law Office of Jane Park, P.A.; and

E. The parties consider this Agreement to be fair, equitable and have accordingly executed it freely, knowingly, and voluntarily.

18. **RELEASE OF ALL RIGHTS:** Each party waives, releases, and relinquishes all rights that he or she may have now or may hereafter acquire individually as the other party's spouse under the present or future laws of any jurisdiction:

A. To elect to take against any will or codicil now or hereafter in force;

B. To share in the other party's estate;

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- C. To act as executor or administrator of the other party's estate;
- D. To share in, use, own, or possess any homestead under Florida law or comparable right under the laws of any other jurisdiction;
- E. To take elective share, exempt property, or family allowance against the estate of the other; and
- F. In and to the property of the other, whether real, personal, or mixed, whether owned now or after-acquired, and whether deriving from legal or equitable principles, it being the intention of this Agreement to liquidate and settle all property rights and equities of each spouse against the other.

19. **STIPULATION AND NON-MERGER:** This Agreement is intended to be a full and complete settlement of all matters arising out of the marriage or which could have been brought in this action, including a division of marital assets. This Agreement is to be incorporated into the Final Judgment of Dissolution of Marriage, and this Agreement shall survive the Judgment and be binding and enforceable on the parties for all times. Should enforcement of the Agreement be necessary, either party may elect to file the enforcement action in the dissolution of marriage action or may file an independent action.

20. **FURTHER ASSURANCES:** The parties agree and covenant that they will make, execute, and deliver any and all writings and instruments necessary to effectuate the provision of this Agreement and to carry out the true intent and purpose of the parties.

21. **RECONCILIATION:** The parties recognize the possibility of reconciliation. It is their intention that any reconciliation, temporary or permanent, or a further separation after any reconciliation, in no way shall abrogate or affect the provisions of property rights between the parties as set forth in this Agreement.

22. **CONSENT FOR JUDGMENT ON THE PLEADINGS:** Both Husband and Wife consent to either party obtaining a Final Judgment of Dissolution of Marriage incorporating this Marital Settlement Agreement by filing a motion for judgment on the pleadings pursuant to *Fernandez v. Fernandez*, 648 So. 2d. 712 (FL 1995) without further notice of hearing or notice to either party.

23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of Florida.

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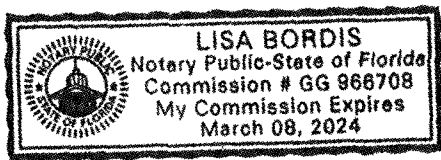
I, JOHN JOSEPH CASCONE, being of sound mind do certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.

Dated: September 13, 2021

[Handwritten Signature]
JOHN JOSEPH CASCONE

STATE OF FLORIDA
COUNTY OF FLAGLER

Sworn to (or affirmed) and subscribed before me this 13 day of September, 2021, by JOHN JOSEPH CASCONE.



(NOTARY SEAL)

Lisa Bordis
NOTARY SIGNATURE

Lisam. Bordis
(Name of Notary Typed, Printed, or Stamped)

Personally Known
Produced Identification
Type of Identification Produced

FL ID.

[Handwritten Signature]

[Handwritten Signature]

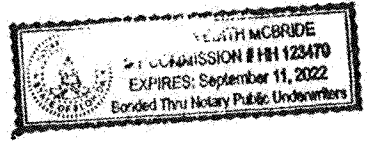
I, TAMARA CASCONI, being of sound mind do certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.

Dated: September 9, 2021

T Cascone
TAMARA CASCONI

STATE OF FLORIDA
COUNTY OF FLAGLER

Sworn to (or affirmed) and subscribed before me this 9th day of September, 2021, by
TAMARA CASCONI.



(NOTARY SEAL)

Edith McBride
NOTARY SIGNATURE

Edith McBride
(Name of Notary Typed, Printed, or Stamped)

Personally Known
Produced Identification
Type of Identification Produced _____

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