

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT,
IN AND FOR LEE COUNTY, FLORIDA

Case No.:
Division: CIVIL

In Re: The Marriage of:

Peach Cuervo,
Petitioner,
and
Jose Cuervo,
Respondent.

**TEMPORARY ORDER OF SUPPORT, TIME-SHARING, AND OTHER RELIEF
WITH DEPENDENT OR MINOR CHILD(REN)**

This cause came before this Court for a hearing on a Motion for Temporary Support, Time-Sharing, and Other Relief with Dependent or Minor Children. The Court, having reviewed the file and heard the testimony, makes these findings of fact and ORDERS as follows:

The Court has jurisdiction over the subject matter and the parties.

SECTION I. MARITAL ASSETS AND LIABILITIES

A. Injunction.

1. The Petitioner and the Respondent are prohibited and enjoined from disposing of any marital assets without the written permission of the other party or court order.
2. The Court may enforce compliance with the terms of this injunction through civil and/or indirect criminal contempt proceedings, which may include arrest, incarceration, and/or the imposition of a fine.
3. Violation of this injunction may constitute criminal contempt of court.
4. **Bond.** This order is conditioned upon the Petitioner posting bond for \$200.00 with the clerk of this Court.

B. Temporary Use of Assets.

1. The assets listed below are temporarily determined to be marital assets. Each party shall temporarily have the use of, as his/her own, the assets awarded in this section, and the other party shall temporarily have no further use of said assets. **Any personal property not listed below shall be for the use of the party currently in possession of that item(s), and he or she may not dispose of that item(s) without the written permission of the other party or court order.**

ASSETS: DESCRIPTION OF ITEM(S) <i>(Please describe each item as clearly as possible. You do not have to list account numbers.)</i>	Petitioner Shall Have Temporary Use	Respondent Shall Have Temporary Use
Automobiles		
2011 Toyota Sienna	X	
2012 Nissan Pathfinder		X
Furniture & furnishings in the home	X	
Furniture & furnishings elsewhere		
Jewelry	X	
Business interests		
Other Assets		

C. Temporary Responsibility for Liabilities/Debts.

- The liabilities listed below are temporarily determined to be marital. Each party shall pay as his or her own the marital liabilities indicated below and shall keep said payments current. The other party shall temporarily have no further responsibility for the payment of these debts.

LIABILITIES: DESCRIPTION OF DEBT(S) <i>(Please describe each item as clearly as possible. You do not have to list account numbers.)</i>	Current Amount Owed	Petitioner Shall Pay	Respondent Shall Pay
Mortgages on real estate: (home): Monthly mortgage amount	\$150,000	\$700.00	
Rent on Respondent's residence			\$800.00

LIABILITIES: DESCRIPTION OF DEBT(S) (Please describe each item as clearly as possible. You do not have to list account numbers.)	Current Amount Owed	Petitioner Shall Pay	Respondent Shall Pay
Charge/credit card accounts	\$20,000	\$30.00	\$50.00
Auto loan: 2011 Toyota Sienna	\$22,000	\$300.00	
Auto loan: 2012 Nissan Pathfinder	\$22,000		\$290.00
Bank/Credit Union loans			
Money owed (not evidenced by a note)			
Other			

SECTION II. TEMPORARY EXCLUSIVE USE AND POSSESSION OF HOME

1. The Petitioner shall have temporary exclusive use and possession of the marital dwelling located at 2363 15th Avenue South, Fort Myers, FL 33919 until 45 days after The Final Judgment of Dissolution of Marriage is issued.
2. The Respondent may visit the premises described in the paragraph above to obtain his or her clothing and items of personal health and hygiene and to obtain any items awarded in this order. This visit shall occur after notice to the person granted temporary exclusive use and possession of the dwelling and at the earliest convenience of both parties.
Items Respondent may remove from the residence: Personal health, hygiene, and clothing.

SECTION III. TEMPORARY PARENTAL RESPONSIBILITY AND TIME-SHARING WITH DEPENDENT OR MINOR CHILDREN

1. **Jurisdiction.** The Court has jurisdiction to determine temporary parental responsibility and time-sharing for the parties' minor children as listed in paragraph 2 below.
2. **The parties' dependent or minor children are:**

Name	Birthdate
Grey Cuervo	12/20/2001

3. Temporary Parental Responsibility for the Minor Children.

- a. The parties shall have temporary **shared parental responsibility** for the parties' minor child(ren).
- b. Peach Cuervo shall have ultimate decision-making authority regarding all of the children's day-to-day needs.

4. Temporary Time-sharing Schedule with Minor Children. The parents shall have:

- a. The following **specified time-sharing schedule** with the parties' minor children, subject to any limitations set out in paragraph 5 below:

The children shall reside with Peach Cuervo Monday through Friday and Jose Cuervo shall pick the children up weekly on Friday evenings by 6:30 p.m. and return them to Peach Cuervo on Sunday of that weekend by 6:30 p.m. Peach Cuervo shall have the children on Christmas, Easter, and Mother's Day. Jose Cuervo shall have the children on Thanksgiving, New Year's Day, and Father's Day. The Petitioner and Respondent shall alternate years that they will have the children on their birthdays, beginning with the Petitioner having them first. The Respondent shall have the children for the duration of the summer months while school is out of session, to begin on the first weekend of his regularly scheduled visitation and end on the last Sunday of his regularly scheduled visitation.

5. Limitations on Time-sharing.

- a. Neither parent shall take the children from the other parent, any child care provider, or other person entrusted by the other parent with the care of the children without the agreement of the other party during the other party's time-sharing.

6. Communication Arrangements, Parental Responsibility, and Time-sharing with Minor Child(ren).

- a. The parties' communications to arrange time-sharing and discuss issues relating to the children (if temporary shared parenting or time-sharing is provided in paragraph 3 above) are restricted as follows: telephone or e-mail.

7. Exchange of Minor Children.

The exchange of the minor children shall be on time as scheduled and as agreed to by the parties.

- a. The parties shall temporarily exchange the children at: 2363 15th Avenue South, Fort Myers, FL 33919.

- b. The exchange of the children must be conducted by the Petitioner and Respondent. If either of them are not available to do the exchange, a responsible person chosen by either party may do so on their behalf but the other party must be notified via text message or email before the exchange with the name of the person they've chosen to make the exchange.
8. **Injunction Prohibiting Removing the Children.** The Court hereby temporarily prohibits and enjoins:
 - a. Both parents from removing the minor children from the State of Florida without a court order or the written consent of the other party.

SECTION IV. TEMPORARY ALIMONY

1. The Court finds that there is a need for and that the Respondent, hereinafter Obligor, has/had the present ability to pay temporary alimony as follows:
 - a. **Temporary.** The obligor shall pay temporary alimony to Obligee in the amount of \$300.00 per month, payable once a month, due to be received by the Petitioner by the last day of each month, beginning June 30, 2012. This temporary alimony shall continue until modified by court order or the death of either party, whichever occurs first.
2. **Reasons for Awarding Temporary Alimony Award.**

The reasons for awarding the temporary alimony are as follows:

- a. The length of the marriage of the party receiving temporary alimony: 11 years, 4 mos.
 - b. Other: The family has only one home. While the Petitioner is currently saving for a place of her own, she is contributing to more than half of the child's support at this time and still paying all of her debts. The Petitioner requests that the Respondent pay this temporary support until the court issues a final judgment dissolving the marriage.
3. **Insurance.**
 - a. **Health Insurance.** The Respondent shall temporarily be required to pay health insurance premiums for the other party not to exceed \$50.00 per month. Further, the Petitioner shall pay any reasonable and necessary uninsured medical costs for the other party not exceed \$1500.00 per year.
 - b. **Life Insurance (to secure payment of support).** To secure the temporary alimony obligations outlined in this order, the Obligor shall temporarily maintain life insurance on his/her life, naming the Obligee as the sole irrevocable beneficiary, so long as reasonably available. This temporary insurance shall be for at least \$300,000 and shall remain in effect until this temporary obligation for alimony terminates.

4. **Other provisions relating to temporary alimony including any tax treatment and consequences:**
 - a. The Petitioner shall be able to claim the children on her tax return every other year beginning the first filing year after The Final Judgment of Dissolution of Marriage is issued.

SECTION V. TEMPORARY CHILD SUPPORT

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

2. **Amount.**

Child support established at the rate of \$ 1530.00 per month for the two children shall be paid commencing June 1, 2012, and shall continue:

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

Child support shall be paid in the amount of \$1530.00 per month due to be received by the Petitioner by the last day of each month.

3. **Health/Dental Insurance.**

The Respondent shall be required to temporarily maintain health and dental insurance for the parties' minor children, so long as reasonable in cost and accessible to the children. The Respondent shall be required to convey cards showing coverage to the Petitioner.

Further, the Petitioner shall pay any reasonable and necessary uninsured medical costs for the other party not exceed \$1500.00 per year.

4. **Life Insurance (to secure payment of support).**

To secure the temporary child support obligations in this order, the Respondent shall temporarily maintain life insurance, in an amount of at least \$100,000.00, on his life naming both minor children as the beneficiaries **OR** naming the Petitioner as trustee for the minor children, so long as reasonably available. The obligation to maintain the life insurance coverage shall continue until the Court orders otherwise or:

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

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

The Petitioner shall claim the children on her tax return every other year beginning with the first filing year after The Final Judgment of Dissolution of Marriage is issued. The Respondent shall claim the children on the alternating year beginning with the year following the court's issue of The Final Judgment of Dissolution of Marriage.

SECTION VI. METHOD OF PAYMENT

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

1. **Place of Payment**

Both parties have requested and the court finds that it is in the best interests of the children that temporary support payments need not be directed through either the State Disbursement Unit or the central depository at this time; however, either party may subsequently apply, pursuant to section 61.13(1)(d)3, Florida Statutes, to require payments through either the State Disbursement Unit or the central depository.

2. **Income Deduction.**

Deferred. Income deduction is ordered this day, but it shall not be effective until there is a delinquency of at least \$3060.00. Income deduction is not being implemented immediately based on the following find:

The Respondent has been assisting with the financial support of the children and shall be allowed to meet the court order's requirements before requiring payment be withdrawn from his wages.

SECTION VII. TEMPORARY ATTORNEY'S FEES, COSTS, AND SUIT MONEY

1. Each party shall pay their own attorney's fees and costs.

DONE AND ORDERED in LEE COUNTY, Florida on June 2, 2012.

Johnny Walker
CIRCUIT JUDGE

I certify that a copy of this Temporary Order Of Support, Time-Sharing, And Other Relief With Dependent Or Minor Child(Ren) was mailed to the Respondent on June 2, 2012.

By: *Jack Daniels*
Lee County Clerk of Court

Jose Cuervo, Respondent
2363 15th Avenue South
Fort Myers, FL 33919