

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

IN RE: THE MARRIAGE OF

CASE NO.: 17-010252 (44/93)

ERIC A. WILLNER,
Petitioner/Husband,
and

TAMMY L. WILLNER,
Respondent/Wife.

RECEIVED
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BY: *heavenly Amberly*

AGREED ORDER ON TEMPORARY RELIEF

THIS CAUSE came on before the Court upon the Husband's Motion to Establish Temporary Timesharing, filed on August 11, 2017; and the Wife's Verified Motion for Temporary Relief, filed on September 1, 2017. The parties being in agreement, and the Court being fully advised in the premises, the Court hereby makes the following

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

- A. The parties were married on June 22, 1996.
- B. The parties have four (4) children in common, the eldest of whom is emancipated. The parties have three (3) minor children who are the subject of this action: A.L.W., a female, whose date of birth is [REDACTED] 2003 (age 14); M.W.W., a male, whose date of birth is [REDACTED] 2005 (age 12); and K.A.W., a female, whose date of birth is [REDACTED] 2007 (age 10).
- C. On August 11, 2017, the Husband filed his Petition for Dissolution of Marriage.
- D. On September 1, 2017, the Wife filed her Answer and Counter-Petition for Dissolution of Marriage.

EXC

E. On Monday, September 25, 2017, the parties attended a lengthy settlement conference with their counsel in an attempt to resolve the temporary relief issues raised by their respective motions, and stipulate and agree to the terms set forth herein. The parties agree these terms are a compromise of disputed matters, and are also based upon very limited financial disclosure by both parties.

Based on the foregoing, it is hereby **ORDERED AND ADJUDGED** as follows:

SHARED PARENTAL RESPONSIBILITY

1. The parties shall exercise shared parental responsibility for their Children.
2. The Children shall continue to attend Florida Virtual School ("FLVS") for the 2017-18 school year, so long as they maintain "A" and "B" letter grades. The Husband shall forthwith be granted full access to FLVS by the Wife. In the event this matter is not yet resolved, the parties shall convene to determine the best school for the Children for the next academic school year, based on the then-existing facts and circumstances, and the Children's best interests. Any tuition costs associated with FLVS shall be paid by the Husband. Both parties shall work together to supply the children with school supplies.

TEMPORARY TIMESHARING

3. Effective immediately, the Husband shall have temporary non-overnight timesharing with the parties' minor children (the "Children") every Monday and Tuesday from 3:00 p.m. to 8:00 p.m.; and every Sunday from 10:00 a.m. to 8:00 p.m. The Husband will pick up and drop-off the Children at the parties' marital home during all such timesharing. The Husband shall feed the Children prior to dropping them off at the parties' marital home. Additionally, the Husband shall have timesharing with the two

younger children on any Saturday upon which the Wife takes the parties' eldest daughter to her Equestrian activities.

If the Husband prefers – and without it being held against him in future timesharing proceedings – he may allow the Wife to take their eldest daughter to her Equestrian activities on his Sundays, while he exercises timesharing with the younger two children.

The parties each shall have a "right of first refusal," such that prior to either parent calling in a babysitter or other caregiver for the Children, he/she must first offer the other parent the opportunity to spend that time with the Children. In such event, the parent receiving the Children shall pick-up the Children from the other parent's place of residence.

4. The Wife may forthwith inspect the home Husband is currently residing in (3110 NE 59th St., Ft. Lauderdale, FL 33308) (herein, the "Husband's home"), in the presence of a law enforcement officer, at a time and date to be coordinated between the parties. The purpose of this inspection is to determine if there are any reasonable safety and/or health concerns in the home that would affect the Children.

If there are no reasonable health and safety concerns that would affect the Children to be remedied in the Husband's home, then effective Friday November 3, 2017, the Husband shall be entitled to exercise overnight timesharing with the Children every Monday from 3:00 p.m. to Wednesday morning at 9:00 a.m. in addition to his non-overnight timesharing on every Sunday per paragraph 3. above. Beginning on December 15, 2017, the Husband shall also have overnight timesharing with the minor children on alternating weekends from Friday at 3:00 p.m. to Monday at 9:00 a.m. in

addition to every Monday from 3:00 p.m. to Wednesday morning at 9:00 a.m.. The Husband will pick up and drop-off the Children at the parties' marital home during all such timesharing. All overnights shall be spent at the Husband's home (and not another person's home) or at a vacation spot.

If there are reasonable health and/or safety concerns to be remedied in the Husband's home, then the Husband's overnight timesharing described above shall commence once the Husband has successfully remedied the said concerns.

5. All of the Husband's timesharing with the Children shall be alone; i.e., without any girlfriend present. Likewise, the Wife shall not bring any boyfriend of hers around the Children.

6. The Husband shall maintain internet service in his home for the Children to use for school/educational and/or entertainment purposes.

7. The parties shall convene to resolve Thanksgiving and Christmas timesharing at a later time, if necessary.

TEMPORARY EXCLUSIVE USE AND POSSESSION

8. On a temporary basis, the Wife shall have and enjoy exclusive use and possession of the parties' marital home, located at 21 Seneca Road, Sea Ranch Lakes, FL 33308 (herein, the "marital home").

9. The Husband may forthwith go to the marital home, in the presence of a law enforcement officer, and at a time and date to be coordinated between the parties, to retrieve his remaining personal items, including the contents of his office.

10. The Husband has brought a lawnmower to the marital home for the Wife's use. The Wife agrees to share with the Husband the tools that are presently located in

the marital home.

11. On a temporary basis, the Husband shall have and enjoy exclusive use and possession of the Husband's home

TEMPORARY SUPPORT AND FEES

12. Commencing October, 2017, the Husband shall pay to the Wife the sum of \$2,250.00 per month in temporary, unallocated/undifferentiated support, inclusive of both alimony and child support. The said \$2,250.00 shall be paid, as follows:

a. The Husband shall pay \$1,125.00 to the Wife by direct deposit into her designated bank account on or before each of the 1st and 15th days of each month, time being of the essence.

b. The \$1,125.00 payment due on October 1st was paid and delivered, in cash, on or about Thursday, September 28, 2017.

c. The said amount is not taxable to the Wife, nor deductible for the Husband.

13. In addition, the Husband shall maintain and pay for the Wife and Children's current health insurances on a temporary basis.

14. Further, the Husband shall pay the FPL and water utility bills for services provided to the marital home through September 30, 2017 only.

15. Except as is otherwise provided above, on a temporary basis, the Wife shall be responsible to pay all bills relating to her use of the marital home (such as utilities and pool) as of October 1, 2017. However, the parties agree that neither of them is obligated to pay the mortgage, real estate taxes, insurance or homeowners' association dues, as the property is in foreclosure, and certainly the Wife is not

obligated to do so by virtue of this Agreed Order.

16. At the point in time the former marital home is foreclosed upon, the Wife reserves the right to immediately request additional temporary alimony to cover her additional expenses associated with moving and housing.

17. Further, the Wife is and shall be responsible to pay for her own car payment, automobile insurance, household expenses, groceries, and for all of her other expenses of every type, except that this does not include children's expenses such as agreed extracurricular activities, uncovered medical, dental and other medically related expenses, agreed summer camp, and agreed private lessons/tutoring. The Court shall reserve and retain jurisdiction to adjudicate the payment of these child-related expenses, if necessary.

18. The Wife may access and withdraw all of the funds in her Schwab IRA (believed to be approximately \$7,000.00) and her Delta 401K (believed to be approximately (\$20,000.00). If she does this, the Wife shall provide full disclosure of same to the Husband. The parties agree the Wife may use these funds to supplement her monthly expenses and to pay her temporary attorneys' fees and costs, *without prejudice* to the parties' respective claims and defenses as to the ultimate allocation of the same.

MISCELLANEOUS

19. The parties shall not speak ill of one another in the presence of the Children (including their emancipated son), and shall not allow other people to speak ill of the other in the presence of the Children. The parties shall not discuss any legal, financial, or other "adult" issues concerning the other party with the Children. The

parties shall not question the Children about the other parent, nor encourage the Children to "cross-examine" the other parent to obtain information. In sum, the parties shall use diligent and best efforts to keep the Children out of their personal affairs, and to shield them from the divorce-related issues, events and circumstances.

20. The Court reserves jurisdiction to enforce this Agreed Order, as is proper.

21. This Agreed Order is *without prejudice* to all other and further relief sought by either party herein.

22. The temporary relief hearing scheduled to take place herein on Friday, October 13, 2017 at 2:00 p.m. is canceled. Neither party shall seek to reset a temporary relief hearing prior to December 2, 2017 (This provision does not include an action to enforce this Agreed Order.)

23. Nothing in this Agreed Order should be deemed to prevent the Wife from seeking a hearing on her petition for relocation. The parties agree that they will need a minimum of four (4) hours for the said hearing. The said hearing shall be coordinated with counsel for both parties, and shall not take place on or before October 13, 2017 (at the earliest).

DONE AND ORDERED in Chambers, at Ft. Lauderdale, Broward County,
Florida on this 17 day of October, 2017


JOHN PATRICK CONTINI
Circuit Judge

Copies Furnished To:

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