

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

Case No.: _____
Division: _____

_____,
Petitioner,

and

_____,
Respondent.

FINAL JUDGMENT OF PATERNITY

This cause came before the Court upon a Petition to Determine Paternity and for Related Relief, under chapter 742, Florida Statutes. The Court having reviewed the file and heard the testimony, makes these findings of fact and reaches these conclusions of law:

1. The Court has jurisdiction of the subject matter and the parties.
2. **Paternity.** [one only] () By operation of law, () The Court finds that
{full legal name} _____,
is the natural and biological father of the minor child(ren), listed below:

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

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

SECTION I. CUSTODY OF AND VISITATION WITH DEPENDENT OR MINOR CHILD(REN)

1. **Jurisdiction.** The Court has jurisdiction to determine custody of and visitation with the parties' minor child(ren) listed in paragraph 2 above.
2. **Parental Responsibility for the Minor Child(ren).**
[one only]
____ a. **Not adjudicated.** Since no request for relief was made in this action, parental responsibility of the minor child(ren) is governed by sections 742.031 and 744.301, Florida Statutes.
____ b. The parties shall have **shared parental responsibility** for the parties' minor child(ren).
() Mother () Father shall have **primary residential responsibility** of the minor child(ren) and the other parent shall have secondary residential responsibility, as set forth in paragraph 3 below. **OR** The primary residential parent shall be () undesignated () rotating with time sharing for the () Mother () Father as set forth in paragraph 4 below.
____ c. () Mother () Father shall have **sole parental responsibility** for the parties' minor child(ren).

Shared parental responsibility would be detrimental to the child(ren) at this time because: _____

The other parent shall have visitation with the parties' minor child(ren) as set forth in paragraph 3 below.

3. **Secondary Residential Responsibility, Visitation or Time Sharing with Minor Child(ren).** The parent granted secondary residential responsibility, visitation, or time sharing shall have:

[one only]

_____ a. **reasonable visitation or time sharing** with the parties' minor child(ren) after reasonable notice and as agreed to by the parties, subject to any limitations in paragraph 5 below. The Court reserves jurisdiction to set a specific schedule.

_____ b. the following **specified visitation or time sharing** with the parties' minor child(ren), subject to any limitations set out in paragraph 5 below: *{specify days and times}* _____

_____ c. **no contact** with the parties' minor child(ren) until further order of the Court, due to the existing conditions that are detrimental to the welfare of the minor child(ren). *{explain}* _____

4. **Limitations on Parental Responsibility, Visitation and Time Sharing.** Neither parent shall take the child(ren) from the custody of the other parent or any child care provider or other person entrusted by the other parent with the care of the child(ren) without the agreement of the other parent during the other parent's time of parental responsibility or visitation. The above reasonable (paragraph 3.a. above) or specified (paragraph 3.b. above) visitation shall be:

[if applies]

_____ a. **supervised by a responsible adult** who is mutually agreeable to the parties. If the parties cannot agree, the supervising adult shall be: *{name}* _____.

_____ b. at the **supervised visitation** center located at: *{address}* _____

_____ and shall be subject to the available times and rules of the supervised visitation center. The cost of such visits shall be paid by () Mother () Father () Both.

5. **Communication Arrangements for Secondary Parenting, Visitation, and Time Sharing with Child(ren).**

[if applies]

_____ The parties' communications to arrange visitation or time sharing and discuss issues relating to the child(ren) (if shared parenting or visitation is provided in paragraph 2 above) are restricted as follows:

() telephone, () fax, e-mail, or letter, () A responsible person shall coordinate the visitation or time sharing arrangements of the minor child(ren). If the parties cannot agree, the responsible person shall be: *{name}* _____

() other conditions for arrangements or discussions: *{explain}* _____

6. **Exchange of Minor Child(ren).** The exchange of the minor child(ren) shall be on time as scheduled and as agreed to by the parties. The following conditions, if checked below, shall also apply.

[all that apply]

_____ a. The parties shall exchange the child(ren) at the following location(s): _____

_____ b. The parent granted secondary parenting, visitation, or time sharing shall not get out of the vehicle, and the other parent shall not approach the vehicle, during the time the child(ren) are exchanged.

_____ c. A responsible person shall conduct all exchanges of the child(ren). Neither parent shall accompany the responsible person when that person is transferring the child(ren) from one parent to the other. If the parties' cannot agree, the responsible person shall be: *{name}* _____

_____ d. Other conditions for exchange of the child(ren) are as follows: _____

_____ 7. **Injunction Prohibiting Removing the Child(ren).** The Court hereby prohibits and enjoins the () Mother () Father () Both from permanently removing the minor child(ren) from the () State of Florida () *{specify}* _____

without a court order or the written consent of the other party.

_____ 8. **Other Provisions Relating to the Minor Child(ren).**

SECTION II. CHILD SUPPORT

1. The Court finds that there is a need for child support and that the () Mother () Father (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 () Mother () Father are correct **OR** the Court makes the following findings: The Mother's net monthly income is \$_____, (Child Support Guidelines ___%). The Father's net monthly income is \$_____, (Child Support Guidelines ___%). Monthly child care costs are \$_____. Monthly health/dental insurance costs are \$_____.

2. **Amount.** Obligor shall be obligated to pay child support in the amount of \$_____ per month payable () in accordance with Obligor's employer's payroll cycle, and in any event at least once a month () other {explain}: _____
_____ beginning {date} _____, and continuing until

() the youngest of the minor child(ren) reaches the age of 18, become(s) emancipated, marries, dies, or otherwise becomes self-supporting **OR** one of the minor children reaches the age of 18, become(s) emancipated, marries, dies, or otherwise becomes self-supporting and either party files a supplemental petition to modify child support and the court enters such an order.

OR

() {date/event} _____,
{explain} _____.

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

3. **Arrearage/Retroactive Child Support.**

[if applies]

____ a. There is no retroactive child support or arrearage at the time of this Final Judgment.
____ b. () Mother () Father () both has (have) incurred medical expenses in the amount of \$_____ on behalf of the minor child(ren), including hospital and other expenses incidental to the birth of the minor child(ren). Petitioner shall pay __%, Respondent shall pay __%, which shall be paid as follows: () added to arrearage in paragraph c below () other {explain} _____

____ c. The () Mother () Father shall pay to the other party the child support arrearage of:
\$_____ for retroactive child support, as of {date} _____.
\$_____ for previously ordered unpaid child support, as of {date} _____.
\$_____ for previously incurred medical expenses.
The total of \$_____ in child support arrearage shall be repaid at the rate of \$_____ per month, payable () in accordance with Obligor's employer's payroll cycle, and in any event at least once a month () other {explain} _____
_____,
beginning {date} _____, until paid in full including statutory interest.

4. **Insurance.**

[all that apply]

____ a. **Health/Dental Insurance.** () Mother () Father shall be required to maintain () health () dental insurance coverage for the parties' minor child(ren), so long as reasonably available. The

party providing coverage shall be required to convey insurance cards demonstrating said coverage to the other party. **OR** () Health () dental insurance is not reasonably available at this time.

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

- () Shared equally by both parents.
- () Prorated according to the child support guideline percentages.
- () Other *{explain}*: _____

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

5. **Life Insurance (to secure payment of support).** To secure the child support obligations in this judgment, () Mother () Father () each party shall maintain life insurance coverage, in an amount of at least \$_____, on () his life () her life () his/her life naming the () minor child(ren) as the beneficiary(ies) () primary residential parent as the beneficiary as Trustee for the minor child(ren), so long as reasonably available. The obligation to maintain the life insurance coverage shall continue until the youngest child turns 18, becomes emancipated, marries, dies, or otherwise becomes self-supporting.

6. **IRS Income Tax Exemption(s).** The party granted primary residential responsibility or sole parental responsibility of the minor child(ren) shall have the benefit of any tax exemption(s) for the child(ren), **OR**, if checked here, () assignment of any tax exemption(s) for the child(ren) shall be as follows:

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

7. **Other provisions relating to child support:** _____

SECTION III. METHOD OF PAYMENT

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

1. **Central Governmental Depository.**

[if applies]

____ a. Obligor shall pay court-ordered support directly to the Central Governmental Depository in *{name}* _____ County, along with any depository service charge.

____ b. Both parties have requested and the court finds that it is in the best interests of the child(ren) that support payments need not be directed through the Central Governmental Depository. However, either party may subsequently apply to the depository pursuant to section 61.13(1)(d)3, Florida Statutes, to require payments through the Central Governmental Depository.

2. **Income Deduction.**

[if applies]

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

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

AND

there is proof of timely payment of a previously ordered obligation without an income deduction order in cases of modification,

AND

() there is an agreement by the Obligor to advise the central governmental depository of any change in payor and health insurance **OR** () there is a signed written agreement providing an alternative arrangement between the Obligor and the Obligee.

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

4. **Other provisions relating to method of payment.** _____

SECTION IV. CHILD(REN)'S NAME(S)

___ a. There shall be **no change** to the child(ren)'s name(s).

___ b. It is in the child(ren)'s best interests that the child(ren)'s

present name(s)

shall be changed to

(1) _____

(1) _____

(2) _____

(2) _____

(3) _____

(3) _____

(4) _____

(4) _____

(5) _____

(5) _____

(6) _____

(6) _____

by which the minor child(ren) shall hereafter be known.

SECTION V. ATTORNEY FEES, COSTS, AND SUIT MONEY

___ 1. () Petitioner's () Respondent's request(s) for attorney fees, costs, and suit money is (are) denied because _____

___ 2. The Court finds there is a need for and an ability to pay attorney fees, costs, and suit money. () Petitioner () Respondent is hereby ordered to pay to the other party \$_____ in attorney

fees, and \$ _____ in costs. The Court further finds that the attorney fees awarded are based on the reasonable rate of \$ _____ per hour and _____ reasonable hours. Other provisions relating to attorney fees, costs, and suit money are as follows: _____

3. The costs of the scientific paternity testing shall be assessed () against Petitioner () against Respondent () Other {explain} _____.

SECTION VI. OTHER PROVISIONS

1. **Other Provisions.** _____

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

ORDERED on _____.

CIRCUIT JUDGE

COPIES TO:

Petitioner (or his or her attorney)

Respondent (or his or her attorney)

Central Governmental Depository

____ Other: _____

I CERTIFY the foregoing is a true copy of the original as it appears on file in the office of the Clerk of the Circuit Court of _____ County, Florida, and that I have furnished copies of this order as indicated above.

CLERK OF THE CIRCUIT COURT

(SEAL)

By: _____
Deputy Clerk