

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

Case No.: _____

Division: _____

Petitioner,

and

Respondent.

**FINAL JUDGMENT FOR SUPPORT UNCONNECTED WITH DISSOLUTION
OF MARRIAGE WITH NO DEPENDENT OR MINOR CHILD(REN)**

This cause came before this Court on a Petition for Support Unconnected with Dissolution of Marriage under section 61.09, 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 over the subject matter and the parties.
2. The parties have no minor or dependent children in common, and the wife is not pregnant.

SECTION I. ALIMONY

1. The Court denies the request(s) for alimony. **OR**
 The Court finds that there is a need for alimony and that Respondent has/had the ability to support Petitioner and has failed to do so. Respondent (hereinafter Obligor) has the present ability to pay alimony as follows:

[all that apply]

- _____ a. **Permanent Periodic.** Obligor shall pay permanent periodic alimony to Obligee 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*} _____. This alimony shall continue until modified by court order, the death of either party, or remarriage of Obligee, whichever occurs first.

- _____ b. **Lump Sum.** Obligor shall pay lump sum alimony to Obligee in the amount of \$_____. This amount shall be paid as follows: _____

- _____ c. **Rehabilitative.** Obligor shall pay rehabilitative alimony to Obligee 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*} _____. This rehabilitative alimony shall continue until modified by court order, the death of either party or until {*date/event*} _____, whichever occurs first. The rehabilitative plan presented demonstrated the following: _____

____ d. **Retroactive.** Obligor shall pay retroactive alimony in the amount of \$_____ for the period of {date} _____, through {date} _____, which shall be paid pursuant to paragraph 3 below.

2. **Reasons for () Awarding () Denying Alimony.** The Court has considered all of the following in awarding/denying alimony:

- a. The standard of living established during the marriage;
- b. The duration of the marriage;
- c. The age and the physical and emotional condition of each party;
- d. The financial resources of each party, the nonmarital and the marital assets and liabilities distributed to each;
- e. The contribution of each party to the marriage, including, but not limited to, services rendered in homemaking, child care, education, and career building of the other party; and
- f. All sources of income available to either party.

Additionally, the Court has considered the following factors in reaching its decision: _____

Check here if additional pages are attached.

3. **Arrearage/Retroactive Alimony.**

[one only]

____ a. There is no alimony arrearage at the time of this Final Judgment.

____ b. Respondent shall pay to Petitioner the alimony arrearage of:

\$_____ for retroactive alimony, as of {date} _____.

\$_____ for previously ordered unpaid alimony, as of {date} _____.

The total of \$_____ in alimony arrearage shall be repaid 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} _____, until paid in full including statutory interest.

4. **Insurance.**

[all that apply]

____ a. **Health Insurance.** () Petitioner () Respondent shall be required to pay health insurance premiums for the other party not to exceed \$_____ per month. Further, () Petitioner () Respondent shall pay any reasonable and necessary uninsured medical costs for the other party not to exceed \$_____ per year. As to these uninsured medical expenses, the party who is entitled to reimbursement of the uninsured medical expense shall submit a request for reimbursement to the other party within 30 days, and the other party shall, within 30 days after receipt, submit the applicable reimbursement for that expense.

____ b. **Life Insurance (to secure payment of support).** To secure the alimony obligations set forth in this judgment, Obligor shall maintain life insurance coverage on his/her life naming Obligee as the sole irrevocable beneficiary, so long as reasonably available. This insurance shall be in the amount of at least \$_____ and shall remain in effect until the obligation for alimony terminates.

5. **Other provisions relating to alimony:** _____

SECTION II. METHOD OF PAYMENT

Obligor shall pay court-ordered 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.

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: There are no minor child(ren) common to the parties,

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 III. 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: _____

SECTION IV. 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: _____