

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

In Re: the Marriage of:

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, no child born to either spouse during the marriage remains minor or dependent, and neither spouse is pregnant.

SECTION I. ALIMONY

A. ____ The Court denies the request(s) for alimony.

OR

B. ____ The Court finds that ____ Petitioner ____ Respondent has an actual need for alimony and that ____ Petitioner ____ Respondent has/had the ability to support his/her spouse and has failed to do so. ____ Petitioner ____ Respondent (hereinafter Obligor) has the present ability to pay alimony as follows:

*{Indicate **all** that apply}*

1. ____ **Permanent Periodic.**

a. The court finds that no other form of alimony is fair and reasonable under the circumstances of the parties.

b. As a marriage of (*choose one only*):

_____ **Long Duration** (17 years or greater) alimony is appropriate upon consideration of all relevant factors;

_____ **Moderate Duration** (greater than 7 years but less than 17) alimony is appropriate based upon clear and convincing evidence after consideration of all relevant factors; or

_____ **Short Duration** (less than 7 years) alimony is appropriate based upon the following exceptional circumstances: _____

_____.

c. Obligor shall pay permanent periodic alimony to Oblige 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, or _____ other: {*explain*}_____. This alimony shall continue until modified by court order, the death of either party, or remarriage of Oblige, whichever occurs first. The alimony may be modified or terminated based upon either a substantial change in circumstances, or a supportive relationship in accordance with section 61.14, Florida Statutes.

2. _____ **Bridge-the-Gap**. Obligor shall pay bridge-the-gap alimony to Oblige in the amount of \$_____per month, payable_____ in accordance with Obligor's employer's payroll cycle, beginning {*date*}_____and continuing until {*date*}_____ {*a period not to exceed two years*}, remarriage of Oblige, or death of either party, whichever occurs first.

3. _____ **Rehabilitative**. Obligor shall pay rehabilitative alimony to Oblige 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: _____
_____.

4. _____ **Durational**. Obligor shall pay durational alimony to Oblige 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, or _____ other {*explain*}_____ beginning {*date*}_____and terminating on {*date*}_____, remarriage of the Oblige, death of either party, or until modified by court order in

beginning {date} _____, until paid in full including statutory interest.

E. _____ **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.

F. _____ **Other provisions relating to alimony including any tax treatment and consequences:**

1. The award of alimony _____ does not _____ does leave the Obligor with significantly less net income than the net income of the recipient/Obligee. If yes, the court finds the following exceptional circumstances: _____

_____.

2. Other _____

_____.

SECTION II. METHOD OF PAYMENT

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

A. Place of Payment

1. _____ Obligor shall pay court-ordered support directly to either the State Disbursement Unit or the central depository, as required by statute, along with any fee required by statute.

2. _____ Both parties have requested and the court finds that 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.

B. Income Deduction.

1. _____ **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 State Disbursement Unit or the Obligee, as previously set forth in this order.

2. _____ **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 Title IV-D agency, clerk of court, and Obligee of any change in Payor and/or health insurance

OR

_____ there is a signed written agreement providing an alternative arrangement between the Obligor and the Obligee and, at the option of the IV-D agency, by the IV-D agency in IV-D cases in which there is an assignment of support rights to the state, reviewed and entered in the record by the court.

C. **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 the Obligee pursuant to the payment method prescribed above.

D. **Other provisions relating to method of payment:** _____
_____.

SECTION III. ATTORNEY'S FEES, COSTS, AND SUIT MONEY

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

OR

B. The Court finds there is a need for and an ability to pay attorney's fees, costs, and suit money. _____ Petitioner _____ Respondent is hereby ordered to pay to the other party \$ _____ in attorney's fees, and \$ _____ in costs. The Court further finds that the attorney's fees awarded are based on the reasonable rate of \$ _____ per hour and _____ reasonable hours. Other provisions relating to attorney's fees, costs, and suit money are as follows: _____
_____.

SECTION IV. OTHER PROVISIONS

A. **Other Provisions:** _____

_____.

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

DONE AND ORDERED on _____ in _____, Florida.

CIRCUIT JUDGE

I certify that a copy of this Final Judgment for Support Unconnected with Dissolution of Marriage with no Dependent or Minor Child(ren) was _____ mailed _____ faxed and mailed _____ e-mailed _____ hand-delivered to the parties and any entities listed below on *{date}*_____.

by _____
{Clerk of court or designee}

_____ Petitioner (or his/her attorney)
_____ Respondent (or his/her attorney)
_____ Central Depository
_____ State Disbursement Unit

_____ Other: _____