

IN THE CIRCUIT COURT OF THE \_\_\_\_\_ JUDICIAL CIRCUIT,  
IN AND FOR \_\_\_\_\_ COUNTY, FLORIDA

Case No: \_\_\_\_\_  
Division: \_\_\_\_\_

In Re: The Marriage of:

\_\_\_\_\_,  
Petitioner,  
and  
\_\_\_\_\_,  
Respondent.

### SUPPLEMENTAL FINAL JUDGMENT MODIFYING ALIMONY

This cause came before this Court on a Supplemental Petition for Modification of Alimony. The Court, having heard the testimony and reviewed the file and the financial affidavits of the parties and being otherwise fully advised, makes these findings of fact and reaches these conclusions of law:

#### SECTION I. FINDINGS

1. The Court has jurisdiction over the subject matter and the parties.
2. The last order awarding or modifying alimony was entered on *{date}* \_\_\_\_\_.
3. There has been a substantial change in circumstances of the parties since entry of the last order, specifically: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

#### SECTION II. ALIMONY

1. \_\_\_\_\_ The Court denies the request(s) for modification of alimony  
**OR**
2. \_\_\_\_\_ The Court finds that there is a need to modify alimony and that \_\_\_\_\_ Petitioner  
\_\_\_\_\_ Respondent (hereinafter Obligor) has/had the present ability to pay alimony as follows:

*{Indicate all that apply}*

- a. \_\_\_\_\_ **Permanent Periodic.** The permanent periodic alimony is \_\_\_\_\_ modified  
\_\_\_\_\_ terminated based upon either \_\_\_\_\_ a substantial change in circumstances, **OR** \_\_\_\_\_ the  
existence of a supportive relationship in accordance with Section 61.14, Florida Statutes.  
Obligor shall pay modified 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} \_\_\_\_\_

beginning {date} \_\_\_\_\_. This alimony shall continue until further modified by court order, the death of either party, or remarriage of Obligee, whichever occurs first

- b. \_\_\_\_\_ **Durational.** The durational alimony is \_\_\_\_\_ modified \_\_\_\_\_ terminated based upon a substantial change in circumstances in accordance with section 61.08(7), Florida Statutes. If the length of the durational alimony is modified, the court finds that the following exceptional circumstances exist: \_\_\_\_\_

Obligor shall pay modified durational 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} \_\_\_\_\_, and terminating on {date} \_\_\_\_\_, the death of either party, remarriage of the Obligee, or until further modified by court order, whichever occurs first.

- c. \_\_\_\_\_ **Rehabilitative.** The rehabilitative alimony is \_\_\_\_\_ modified \_\_\_\_\_ terminated based upon: \_\_\_\_\_ a substantial change in circumstances, \_\_\_\_\_ noncompliance with the rehabilitative plan, or \_\_\_\_\_ completion of the rehabilitative plan. Obligor shall pay modified 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, or \_\_\_\_\_ other {explain} \_\_\_\_\_ beginning {date} \_\_\_\_\_. This modified rehabilitative alimony shall continue until modified further 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 4 below.

3. **Reasons for \_\_\_\_\_ Awarding \_\_\_\_\_ Denying Modification of Alimony.** The Court has considered all of the following in awarding/denying the modification of alimony request:

- 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, including, the nonmarital and the marital assets and liabilities distributed to each;
- e. The earning capacities, educational levels, vocational skills, and employability of the parties and when applicable, the time necessary for either party to acquire sufficient education or training to enable such party to find appropriate employment;
- f. 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;

- g. The tax treatment and consequences to both parties of any alimony award, including the designation of all or a portion of the payment as nontaxable, nondeductible payment;
- h. All sources of income available to either party, including income available to either party through investments of any assets held by that party, and
- i. \_\_\_\_\_ Any other factor necessary to do equity and justice between the parties *{Explain}*

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\_\_\_\_\_ Please indicate here if additional pages are attached.

**4. Retroactive Alimony and/or Arrearages.**

- a. \_\_\_\_\_ There is no alimony arrearage at the time of this Supplemental Final Judgment.

**OR**

- b. \_\_\_\_\_ The \_\_\_\_\_ Petitioner \_\_\_\_\_ Respondent shall pay to the other party alimony in the amount of:

\$ \_\_\_\_\_ for retroactive alimony, as of *{date}* \_\_\_\_\_;  
 \$ \_\_\_\_\_ for previously ordered unpaid alimony, as of *{date}* \_\_\_\_\_.

The total of \$ \_\_\_\_\_ in retroactive alimony and arrearages shall be paid 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}* \_\_\_\_\_, until paid in full including statutory interest.

**5. \_\_\_\_\_ 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.

**6. \_\_\_\_\_ Other provisions relating to modification of alimony, including any tax treatment and consequences: \_\_\_\_\_**

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**SECTION III. METHOD OF PAYMENT**

**1. Place of Payment**

- a. \_\_\_\_\_ 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.
- b. \_\_\_\_\_ Both parties have requested that support payments not be directed through either the State Disbursement Unit or the central depository at this time; however, either party may

subsequently apply to the depository pursuant to section 61.08, Florida Statutes, to require payments through either the State Disbursement Unit or the central depository.

2. **Income Deduction.**

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 State Disbursement Unit 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 is (are) no minor or dependent child(ren) common to the parties,

**AND**

There is proof of timely payment of a previously ordered obligation without an Income Deduction Order,

**AND**

       There is an agreement by the Obligor to advise the Title IV-D agency, the clerk of court, and the 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.

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 of the remaining balance thereof owed pursuant to this order, shall be forwarded to the Obligee pursuant to the payment method prescribed above.

4. **Other provisions relating to method of payment.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**SECTION IV. ATTORNEY'S FEES, COSTS, AND SUIT MONEY**

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

**OR**

2. \_\_\_\_\_ 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 V. OTHER**

1. **Other Provisions:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

- 2. The Court reserves jurisdiction to modify and enforce this Supplemental Final Judgment.
- 3. Unless specifically modified by this Supplemental Final Judgment, the provisions of all final judgments or orders in effect remain the same.

**DONE AND ORDERED** on \_\_\_\_\_ in \_\_\_\_\_, Florida.

\_\_\_\_\_  
CIRCUIT JUDGE

I certify that a copy of this Supplemental Judgment Modifying Alimony 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 or her attorney)
- \_\_\_\_ Respondent (or his or her attorney)
- \_\_\_\_ Central Depository
- \_\_\_\_ State Disbursement Unit
- \_\_\_\_ Other: \_\_\_\_\_