

**VAGUE OR AMBIGUOUS OR OTHERWISE POORLY DEFINED CLAUSES  
IN MSA'S AND PARENTING PLANS**

**PARENTING PLANS:**

**FATHER SHALL HAVE THE ENTIRE SUMMER**

(NO START OR END DATE – ASTROLOGICALLY, THE ENTIRE SUMMER IS JUNE 21-SEPTEMBER 21, BUT PRETTY SURE THAT'S NOT WHAT YOU MEANT)

**PARENTS WILL PAY THEIR PRO-RATA SHARE OF EXPENSES FOR THE CHILD(REN)**

(NO MENTION OF WHAT PERCENTAGES THOSE MIGHT BE, OR WHAT EXPENSES YOU MIGHT BE REFERRING TO...)

**ALL EXCHANGES SHALL BE AT SCHOOL**

(SCHOOL IS ONLY 180 DAYS A YEAR...WHAT ABOUT DURING HOLIDAYS OR BERAKS FROM SCHOOL WHEN SCHOOL IS NOT IN SESSION?)

**THE PARENT WHO DOESN'T HAVE TIME-SHARING ON THE CHILD'S BIRTHDAY SHALL HAVE 4 HOURS TO CELEBRATE WITH THE CHILD**

(SO ON SCHOOL DAYS, THE PARENT WITH TIME-SHARING SENDS THE CHILD TO SCHOOL IN THE MORNING, THEY GET HOME AT 2:30 OR 3:30, AND NOW THE REST OF THEIR WAKING HOURS ARE SPENT WITH THE OTHER PARENT. NOT MUCH OF A CELEBRATION FOR THE PARENT WHO ACTUALLY HAS THE CHILD. BETTER PRACTICE IS TO CONVINCING THEM TO FOLLOW THE REGULAR SCHEDULE AND CELEBRATE WITH THE CHILD ON THEIR OWN TIME-SHARING. KIDS WILL NOT COMPLAIN ABOUT CELEBRATING THEIR BIRTHDAYS TWICE!)

**WHENEVER A PARENT IS UNAVAILABLE TO CARE FOR THE CHILD, THEY MUST OFFER THE OTHER PARENT THE RIGHT OF FIRST REFUSAL BEFORE USING CHILD CARE PROVIDERS**

NARROW THE TIME TO 8 HOURS OR ANY PERIOD OF TIME THAT WOULD INCLUDE AN OVERNIGHT OR ELIMINATE IT ALTOGETHER.

**PARENTS WILL SHARE THE HOLIDAY**

NO THEY \*\$@#ING WON'T. DON'T LET THEM DO THIS. INSIST THAT IT BE ALTERNATED OR SPLIT IN THE PARENTING PLAN, AND IF THEY CHOOSE TO CELEBRATE TOGETHER GREAT, BUT IF/WHE THEY HAVE A FALLING OUT...

## MSA'S

**WIFE SHALL RETAIN THE MARITAL RESIDENCE AND SHALL REFINANCE WITH IN 90 DAYS.**

AND WHAT HAPPENS IF SHE CAN'T? IF YOU DON'T INCLUDE A "HOUSE TO BE LISTED FOR SALE IF SHE CAN'T" AND ALL THE LANGUAGE YOU NEED TO MAKE THAT VIABLE, THERE'S NO CONSEQUENCE TO THE FAILURE TO REFINANCE! CALL YOUR MALPRACTICE CARRIER.

**HUSBAND WILL RECEIVE ½ THE MARITAL PORTION OF THE WIFE'S 401K RETIREMENT PLAN, PLUS GAINS AND LOSSES.**

- 1) YOU HAVEN'T PROTECTED THE GAINS AND LOSSES ON THE WIFE'S NON-MARITAL PORTION, SO SHE JUST LOST HALF HER GAINS THAT SHOULD'VE BEEN NON-MARITAL TO HER NOW EX-HUSBAND. CALL YOUR MALPRACTICE CARRIER
- 2) YOU DIDN'T MENTION A QDRO MUCH LESS AGREE TO WHO IS GOING TO PREPARE IT (WHICH CAN PROBABLY BE FIXED BUT SINCE YOU LEFT IT OUT, DON'T EXPECT YOUR CLIENT TO PAY YOU TO FIX YOUR MISTAKE)
- 3) YOU LEFT OUT THE DATE OF MARRIAGE AND DATE OF FILING SO THAT THE MARITAL PORTION CAN BE DETERMINED. FIXABLE BUT BE BETTER THAN THIS. TALK TO A QDRO SPECIALIST BEFORE MEDIATION!

**WIFE WILL RECEIVE ONE HALF OF ALL OF HUSBAND'S RETIREMENT BENEFITS**

SHE NOW GETS HALF OF ALL HIS RETIREMENT BENEFITS, MARITAL AND NON-MARITAL, ACCRUED BEFORE, DURING OR AFTER THE MARRIAGE AND DIVORCE. SEUSS V. SEUSS 289 SO.3D 525 (FLA. 2<sup>ND</sup> DCA 2019)

**HUSBAND WILL LIQUIDATE HIS 401K IN ORDER TO MAKE THE EQUALIZING PAYMENT DUE WITHIN 30 DAYS**

MOST 401K'S DO NOT ALLOW THIS. KNOW YOUR PLAN BEFORE YOU COUNT ON EITHER A LOAN AGAINST OR A LIQUIDATION OF A 401K BEFORE YOU PUT THAT IN AN AGREEMENT IN MEDIATION. TRUST ME, I DID IT ONCE. IN MY DEFENSE, MY CLIENT SWORE SHE WASN'T ENTERTAINING ANY SETTLEMENT AT MEDIATION AND SPECIFICALLY INSTRUCTED ME NOT TO SPEND ANY TIME PREPARING FOR MEDIATION. NEVER LISTEN TO YOUR CLIENT WHEN THEY TELL YOU NOT TO PREPARE.

**FAILING TO DO STEP DOWN GUIDELINES FOR CHILD SUPPORT WHEN ALIMONY ENDS OR WHEN OLDER CHILDREN EMANCIPATE/FAILING TO ATTACH CHILD SUPPORT GUIDELINES WORKSHEET**

WHY????? WHY YOU DO THIS TO ME? (SPOKEN IN MY BEST GUS PORTACALIS VOICE FROM MY BIG FAT GREEK WEDDING)

**ALIMONY SHALL BE PAID “CONTINUING FOR THE LIFE OF THE WIFE”.**

OH NO. SHE CAN GOT REMARRIED AND THE EX-HUSBAND STILL HAS TO PAY. CALL YOUR MALPRACTICE CARRIER. HERBST V. HERBST 153 SO.3D 290 (FLA. 1<sup>ST</sup> DCA 2014)

**OMITTING A RECONCILIATION CLAUSE**

THE MSA IS ABROGATED UPON RECONCILIATION WITHOUT THE CLAUSE. CALL YOUR MALPRACTICE CARRIER.

**CHILD SUPPORT TERMINATES UPON THE CHILD REACHING THE AGE OF MAJORITY**

THE PARENT RECEIVING CHILD SUPPORT JUST GOT CHEATED OUT OF CHILD SUPPORT FOR THE MONTHS THE CHILD WOULD HAVE STILL BEEN IN HIGH SCHOOL BUT NOT YET TURNED 19. IF THE CHILD’S BIRTHDAY IS SEPTEMBER AND THEY TURN 18, AND THEY LOSE CHILD SUPPORT FOR OCTOBER – JUNE, DO THE MATH AND PREPARE TO CALL YOUR MALPRACTICE CARRIER, OR BE PREPARED TO PAY YOUR CLIENT OUT OF YOUR OWN POCKET. ROSE V. ROSE, 8 SO.3D 1251 (FLA. 4<sup>TH</sup> DCA 2009)