

For the reasons explained in detail below, the Petition for Hearing filed in this case is being dismissed, with prejudice, because Petitioner is not entitled to a hearing to contest whether the Respondent should be required to reimburse the Petitioner for the dollar value of Mr. Dawson's FRS Investment Plan account on October 28, 2008, the date when Petitioner's former attorney filed a temporary injunction against Mr. Dawson, enjoining him from dissipating any funds from the account and whether legal action should be taken by the SBA against Mr. Dawson for violating the terms of the temporary injunction. Petitioner's issues need to be determined in another forum where the jurisdiction to make such determinations properly lie.

STATEMENT OF THE ISSUE

The Statement of the Issue is whether the Petitioner is entitled to have Respondent reimburse her for the dollar value of her former husband's FRS Investment Plan account on June 28, 2008, the date on which Petitioner's former attorney obtained a temporary injunction against the former husband to enjoin him for taking distributions from his account, and to have Respondent take legal action against the former husband for his purported violation of the temporary injunction, when Petitioner's Dissolution of Marriage case still is under the jurisdiction of, and has been reopened by, the Circuit Court of the Fifteenth Judicial Circuit, Palm Beach County, and Petitioner failed to submit a QDRO to Respondent or its administrators until over two (2) years after being ordered to do so by the Court.

FINDINGS OF FACT

The Findings of Fact are as follows:

1. On March 19, 2008, a Final Judgment for Dissolution of Marriage was entered by the Circuit Court of the Fifteenth Judicial Circuit, Palm Beach County ("Circuit Court") between Petitioner and her former spouse, Anthony Dawson. The order for the case required Petitioner's former husband, Anthony Dawson, to divide his FRS pension equally between the parties. On June 16, 2008, Petitioner filed a Verified Motion for Contempt/Enforcement of Final Judgment of Dissolution of Marriage Dated March 19, 2008 and Entry of Income Deduction Order.

2. Sometime thereafter, Mr. Dawson transferred from the FRS Pension Plan to the FRS Investment Plan and separated from service with his employer. He became eligible to receive a total distribution of his FRS Investment Plan account on November 1, 2008.

3. On October 28, 2008, Petitioner obtained a temporary injunction against her former spouse. The Respondent was not a party to this temporary injunction. The temporary injunction enjoined Mr. Dawson from removing or dissipating funds from his FRS Investment Plan account. The injunction stated that it was binding on the parties to the action as well as "...their officers, agents, servants, employees, and attorneys and on those persons in active concert or participation with them who receive actual notice of this injunction." *See*, Exhibit 1, attached hereto. A copy of the signed order ("Injunction Order"), as well as a copy the Notice of Lis Pendens which previously was filed with the court on October 23, 2007, were sent to ING, the former administrator for the FRS Investment Plan, by facsimile on October 28, 2008.

4. In response to that injunction, a hold was immediately placed on Mr. Dawson's account by ING. On March 5, 2009, ING sent a facsimile to Petitioner's

former attorney containing the model FRS Qualified Domestic Relations Order (“QDRO”) documents since the attorney had mentioned that Petitioner’s case “...may have to be resolved through this channel.” The communication offered assistance if any additional information was needed. *See*, Exhibit 2, attached hereto.

5. On August 26, 2009, the Circuit Court issued an Order Granting in Part, and Denying, in Part, Former Wife’s Verified Motion for Contempt/Enforcement of Final Judgment of Dissolution of Marriage Dated March 19, 2008 and Entry of Income Deduction Order [Docket Entry #179]; Order Continuing Money Judgments; Order Directing Clerk to Establish CSE Ledger; and Order Directing Clerk to Report Former Wife’s Verified Motion for Contempt/Enforcement of Final Judgment of Dissolution of Marriage Dated March 18, 2008 and Entry of Income Deduction Order [Docket Entry #179] as “Closed” for Statistical Reporting Purposes (“Motion for Contempt Order”). *See*, Exhibit 3, attached hereto. The Motion for Contempt Order noted in Paragraph 1 that the Circuit Court has continuing jurisdiction over the parties and the subject matter of the Motion for Contempt Order. The Motion for Contempt Order found the husband in civil contempt. The Motion for Contempt Order stated that Mr. Dawson was to be confined to jail until he purged himself of the civil contempt by “...applying the contents of his FLORIDA RETIREMENT SYSTEM INVESTMENT PLAN via Q.D.R.O distribution...” to the money judgment in the amount of \$ [REDACTED] set forth by the Motion for Contempt Order. Petitioner was ordered to secure payment of that amount “...through a Q.D.R.O. to an account of her choice.” The Motion for Contempt Order further noted that the Petitioner was “...required to prepare and submit a Q.D.R.O. to satisfy the purge terms...” set forth in the Motion for Contempt Order. The Motion for

Contempt Order stated that if Mr. Dawson failed to satisfy the purge conditions, then Petitioner's remedy was "...to file an Affidavit and Motion for Commitment."

6. A copy of the Motion for Contempt Order never was sent to the Respondent, ING, the former FRS Investment Plan Administrator or Aon Hewitt, the current FRS Investment Plan Administrator. A copy of the Motion for Contempt Order was obtained on January 9, 2012 through a request made by the Respondent to the Clerk of the Circuit Court. *See*, Exhibit 4, attached hereto.

7. On April 9, 2010, eighteen (18) months after the date of receipt of the Injunction Order, thirteen (13) months after ING sent Petitioner's attorney the FRS Model QDRO, and about eight (8) months after the issuance of the Motion for Contempt Order, the current administrator of the FRS Investment Plan, Aon Hewitt, sent a Restriction Lift Warning Notice to Petitioner's former counsel and to Mr. Dawson. The letter advised that the hold on Mr. Dawson's Investment Plan account would be lifted in 90 days if a QDRO was not received. Petitioner did not respond to the Restriction Lift Warning Notice and therefore Mr. Dawson received the entire value of his Investment Plan account in two transactions which occurred on August 18, 2010 (about one year after the Motion for Contempt Order was issued) and on February 11, 2011.

8. The first contact the Petitioner made to Aon Hewitt occurred on September 8, 2011. Petitioner sent copies of the Final Judgment of Dissolution of Marriage, thirteen pages of the General Magistrate's Report on Civil Contempt/Enforcement in Petitioner's case, and the Notice of Lis Pendens. Later that same day, Petitioner submitted a draft QDRO. *See*, Exhibit 5, attached hereto. At this

point, almost three (3) years has passed since the issuance of the Injunction Order and over two (2) years had appeared since the issuance of the Motion for Contempt Order

9. A review of the website for the Clerk of the Circuit Court indicates that Petitioner's Dissolution of Marriage case has been reopened for Modification. Petitioner filed an Affidavit of Indigency with respect to the reopened case on May 30, 2012. *See*, Exhibit 6, attached hereto.

CONCLUSIONS OF LAW

10. The FRS Investment Plan is a defined contribution retirement plan qualified under Section 401(a) of the Internal Revenue Code. Federal law does not require a qualified state governmental plan to honor a domestic relations order to provide benefits for a spouse or any other person other than a plan member. However, Section 121.591(4), Florida Statutes does permit the FRS Investment Plan to honor QDROs. A QDRO has the effect of denying a plan member the right to a distribution that he or she otherwise would be entitled to pursuant to the written terms of the retirement plan.

11. A hold placed on an Investment Plan account prevents a member from accessing his or her retirement benefits. To avoid the burden that an indefinite hold could cause to a member, plan administrators establish some standards to avoid a situation in which they could be deemed as arbitrarily delaying a distribution to a member for an indefinite period of time. The FRS Investment Plan, like other governmental plans, has a procedure in place which puts a restriction on the amount of time that an account can be held. The Employees Retirement Income Security Act of 1974 ("ERISA") and the Internal Revenue Code both indicate that a plan administrator is required to withhold and separately account for amounts which would have to be payable to the alternate payee

during the period in which it is determining whether a domestic relations order is a QDRO, but only for a maximum of 18 months. ERISA Section 206(d)(3), Internal Revenue Code Section 414(p)(7). Thus, ERISA and the Internal Revenue Code recognize that 18 months should ordinarily be the maximum amount of time that a member's account should be restricted.

12. While the FRS Investment Plan is not required to follow either ERISA's or the Internal Revenue Code's rules pertaining to domestic relations orders, those laws do serve as useful standards. And, popular awareness of these rules does set up certain expectations concerning the manner in which state governmental plans might recognize domestic relations orders. As such, the FRS Investment Plan also utilizes an 18-month restriction period. The FRS Investment Plan QDRO Procedures Guide states that, in general, a member's benefit will remain restricted until the earlier of the qualification of a domestic relations order or the expiration of an 18-month period. Procedures have been carefully established to warn alternate payees that the restriction period is about to expire. The Administrator will determine, 15 months after initial notification is received that a QDRO may be forthcoming, whether or not any such order has been received. If no order has been received by the Administrator, all interested parties (i.e., the plan member, alternate payee(s), attorney(s), and any other representatives) will be sent a Lift Restriction Warning Notice. If an order is not received by the Administrator after the Lift Restriction Warning Notice is sent, but prior to the expiration of the Restriction Period, the restriction will be removed and any suspended funds will be available to the member.

13. In Petitioner's particular situation, all applicable QDRO procedures were followed. Since over 15 months had passed since the Injunction Order had been

submitted, the Administrator in accordance with its established procedures sent to the individual who had been Petitioner's counsel of record (Robin Roshkind) a Lift Restriction Warning Notice on April 9, 2010. (This notice was sent almost 8 months after the entry of the Motion for Contempt Order which had required Petitioner to submit a QDRO related to Mr. Dawson's FRS Investment Plan account). There is no evidence that the Administrator had ever received any information that Ms. Roshkind no longer was representing Petitioner, and none of the information previously submitted by Ms. Roshkind set forth Petitioner's address. This notice advised that the hold on Mr. Dawson's account would be lifted in 90 days. No response to that letter ever was received, and the hold was lifted, as required by established procedures.

14. Chapter 120, Florida Statutes, known as the "Administrative Procedure Act" or "APA," requires a Florida governmental entity, such as Respondent, to afford a hearing to individuals who are "substantially affected" by agency action. §§ 120.569, 120.57, Fla. Stat. "Agency action" is defined by the APA as:

the whole or part of a rule or order, or the equivalent, or the denial of a petition to adopt a rule or issue an order. The term also includes any denial of a request made under s. 120.54(7).

§ 120.52(2), Fla. Stat. "Order" itself is not defined by the APA, but a "final order" is defined as a final written decision which is not a rule, that results from a rule challenge proceedings, a request for a declaratory statement, a proceeding affecting a substantial interest (including informal and formal proceedings and bid protests), a mediation or summary hearing of such a proceeding. A "rule" is defined in pertinent part as "each agency statement of general applicability that implements, interprets, or prescribes law or policy..." § 120.52(16), Fla. Stat.

15. Since the APA is concerned only with agency action (whether a rule or an order), it is not geared toward giving the public a right to challenge every step that a Florida government agency takes. The APA allows challenges to agency action (i.e., a rule or order) only by those who have sufficient "substantial interests." In order to demonstrate sufficient substantial interests for standing, a party must show that (a) he or she will suffer an injury of sufficient immediacy to be entitled to a hearing, and that (2) his or her substantial injury is of the type or nature which the proceeding is designed to protect. *See, Agrico Chemical Co. v. Department of Environmental Regulation*, 406 So.2d 478 (Fla. 2nd DCA 1981). Simply being a Florida resident is not sufficient to confer standing to challenge agency action.

16. While there is no doubt that the ultimate outcome of the issue as to whether Petitioner's former husband violated the terms of the Injunction Order and the Motion for Contempt Order issued by the Circuit Court could cause substantial economic injury to the Petitioner, this issue does not involve any agency action by the SBA. The fact that the SBA and its administrators followed established procedures concerning the hold placed on Mr. Dawson's FRS Investment Plan account does not have the force or effect of law and does not otherwise meet the definition of a rule or order under the APA. As such, Respondent has not taken agency action against Petitioner that has substantially affected her and, resultantly, Petitioner has no right to a hearing to contest whether the Respondent should reimburse her for the monies that Mr. Dawson allegedly wrongfully withdrew from his Investment Plan account. Further, even if agency action were involved, the SBA does not appear to have the statutory authority to resolve the matter. Pursuant to Section 121.4501(8)(g), Florida Statutes, the SBA has been given the

authority to "...resolve member complaints...". [emphasis added] Petitioner is not a member of the FRS Investment Plan. Only her former husband was a member of the Investment Plan and he is not a party to this proceeding.

17. Petitioner alleges in her petition for hearing that the Respondent also was bound by the terms and conditions of the Injunction Order, and that the Respondent violated the Injunction Order when it made the distributions to Mr. Dawson. Petitioner notes that the Injunction Order specifically stated that it was binding on the parties to the action as well as "...their officers, agents, servants, employees, and attorneys and on those persons in active concert or participation with them who receive actual notice of this injunction." Rule 1.610(c), Florida Rules of Civil Procedure requires every injunction to state that it is binding on the parties to the action "...their officers, agents, servants, employees, and attorneys and on those persons in active concert or participation with them who receive actual notice of this injunction." Thus, the Injunction Order merely complied with the requirements of Rule 1.610. Petitioner apparently is asserting that the SBA and/or its Investment Plan administrators were "in active concert or participation" with Mr. Dawson. However, Petitioner's interpretation of the definition of "in active concert or participation" is overly broad and does not comport with the law. As the US Supreme Court noted in *Regal Knitwear Co. v. National Labor Relations Board*, 324 US 9, 14, 89 L.Ed. 661, 666 (1946), a third party is bound by an injunction decree if that party is identified with the named, enjoined party in interest, in "privity" with it, represented by it or subject to its control. This is to ensure that a defendant cannot avoid an injunctive order merely by "...carrying out prohibited acts through aiders and abettors" who were not parties to the original proceeding. *Id.* This is not the case in the

current situation. Here, the FRS Investment Plan administrators merely followed established procedures after ensuring that Petitioner received adequate notice of her obligations. The administrators did not aid and abet Mr. Dawson in his violation of the Injunction Order. Further, Florida courts consistently have made it clear that generally an injunctive decree does not bind and may not be enforced against a person that is not a party to the action. *See, In re Guardianship of Shell*, 978 So.2d 885 (Fla. 2d DCA 2008) (“a trial court may not enter an injunction against an entity that is not a party to the action at issue”); *Leighton v. First Universal Lending, LLC*, 925 So.2d 462, 465 (Florida 4th DCA 2006) (“An injunction cannot bind parties who are not before the court”); *Sheoah Highlands, Inc. v. Daugherty*, 837 So.2d 579, 583 (Fla. 5th DCA 2003) (“An injunction can lie only when its scope is limited in effect to the rights of parties before the court”); *Fontainebleau Hotel Corp. v. City of Miami Beach*, 172 So.2d 255 (Fla. 3d DCA 1965) (a court does not have the power to enjoin persons not parties to the cause of action). Respondent was not a party to the injunction action nor was it a party to any part of the Dissolution case.

18. The Circuit Court apparently has retained jurisdiction in all matters related to the Dissolution action between Petitioner and Mr. Dawson. The Motion for Contempt Order specifically states that the Circuit Court has “continuing jurisdiction” over Petitioner and Mr. Dawson and the subject matter of their dispute. There is no indication that this jurisdiction has been released. In fact, the Dissolution case has been reopened by the Circuit Court and Petitioner recently has made filings with the Circuit Court related to the reopened case. The Motion for Contempt Order previously issued by the Circuit Court did outline what procedures Petitioner was required to follow if Mr.

Dawson failed to satisfy his obligations under the Motion for Contempt Order. Petitioner does not appear to have taken the actions set forth in the Motion for Contempt Order.

Further, Petitioner is seeking damages in this matter. When an issue involves a cause of action in which damages are sought, a court, not an administrative body, has jurisdiction. *See, e.g., Mobile America Corp. v. Southern Bell Telephone & Telegraph Co.*, 282 So.2d 181 (Fla. 1st DCA 1973), *modified* 291 So.2d 199 (Fla. 1974). Accordingly, the Circuit Court has jurisdiction to determine whether Mr. Dawson violated any orders issued by the Circuit Court and to determine what amounts may be due and owing to Petitioner as a result of Mr. Dawson's actions.

19. Further, the relief requested by Petitioner necessarily affects the interests of Mr. Dawson who is not a party to this proceeding.

20. This Final Order should not be interpreted as a determination that Petitioner's former husband, Anthony Dawson, does not have any liability to the Petitioner for actions he took regarding his FRS Investment Plan account. Indeed, the dismissal of Petitioner's request for a hearing is based, in part, upon the Respondent's lack of authority to impose any liability on Mr. Dawson. The fact that Aon Hewitt, the current FRS Investment Plan Administrator, permitted Mr. Dawson to take a distribution from his account after notifying Petitioner, through her attorney, that a QDRO needed to be submitted by a certain date, and that Petitioner failed to timely submit the QDRO in compliance with that deadline, should not be interpreted as a finding by Respondent that Mr. Dawson did not violate any applicable Circuit Court Orders. That is an issue to be determined in another forum where the jurisdiction to make such a determination properly lies.


ORDER

The Petitioner's request for a hearing to determine whether she is entitled to be reimbursed in the amount of the dollar value of her former husband's FRS Investment Plan account on October 28, 2008, the date on which the former husband was enjoined from taking any account distributions, and whether the Petitioner can require the Respondent to take legal action against her former husband for his violation of the injunction, hereby is denied, with prejudice.

Any party to this proceeding has the right to seek judicial review of the Final Order pursuant to Section 120.68, Florida Statutes, by the filing of a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate Procedure, with the Clerk of the State Board of Administration in the Office of the General Counsel, State Board of Administration, 1801 Hermitage Boulevard, Suite 100, Tallahassee, Florida, 32308, and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within thirty (30) days from the date the Final Order is filed with the Clerk of the State Board of Administration.


DONE AND ORDERED this 18th day of June, 2012, in Tallahassee, Florida.

**STATE OF FLORIDA
STATE BOARD OF ADMINISTRATION**



Ron Poppell, Senior Defined Contribution
Programs Officer
State Board of Administration
1801 Hermitage Boulevard, Suite 100
Tallahassee, Florida 32308
(850) 488-4406

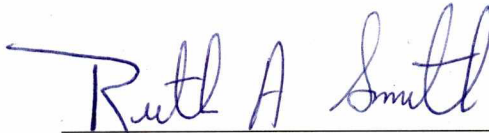
FILED ON THIS DATE PURSUANT TO
SECTION 120.52, FLORIDA STATUTES
WITH THE DESIGNATED CLERK OF THE
STATE BOARD OF ADMINISTRATION,
RECEIPT OF WHICH IS HEREBY
ACKNOWLEDGED.



Agency Clerk TINA JOANOS

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Final Order
was sent by UPS to Ms. Pearley M. Simmonds, [REDACTED],
[REDACTED], this 18th day of June, 2012.



Ruth A. Smith
Assistant General Counsel
State Board of Administration of Florida
1801 Hermitage Boulevard
Suite 100
Tallahassee, FL 32308

EXHIBIT 1

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

In Re: The Former Marriage Of:

FAMILY DIVISION

PEARLEY SIMMONDS,

CASE NO.: 2006 DR 4685 SB FZ

Petitioner/Former Wife,

and

ANTHONY DAWSON,

Respondent/Former Husband.

TEMPORARY INJUNCTION (EX PARTE)

The Court enters an ex parte temporary injunction under Florida Rules of Civil Procedure 1.610, specifying the reasons for entry and describing the act or acts restrained, as follows:

1. Immediate and irreparable injury, loss or damage that will result to the movant before the adverse party can be heard in opposition. The Court finds that the Petitioner has set forth facts that demonstrate immediate and irreparable injury, loss, or damage in his/her motion and sworn affidavit as follows:

The Former Wife is 48 years old, undergoing medical treatment which is why the Court awarded rehabilitative alimony in the first place, has no ability to support herself (as noted by this Court in the Final Judgment) and has no income whatsoever at the present time. Without the issuance of a temporary injunction against the Former Husband, it is believed that he will dissipate this, the only asset he has, and the Former Wife will forever lose the funds she so desperately needs for support.

2. There is no adequate remedy at law. The Court finds that the Petitioner has set forth facts that demonstrate no adequate remedy at law in his/her motion and sworn affidavit as follows:

The Former Wife has no adequate remedy at law, as the Former Husband has gone "underground." and has successfully avoided service of process since June, 2008.

3 **Legal right to recovery.** The Court finds that the Petitioner has set forth facts that demonstrate a legal right to recovery in his/her motion and sworn affidavit as follows:

The Former Wife has a clear right to recover funds due her pursuant to the aforesaid Final Judgment (Docket Entry No. 162). The Former Husband is obviously attempting to thwart this Court's Order. To date he owes the Former Wife [REDACTED] in unpaid alimony, unpaid medical bills and equitable distribution. The Former Wife is also entitled to recover attorney's fees and costs, pursuant to Fla. R. Civ. P. 12.615(d)(2).

4. **Consideration of Public Interest.** The Court finds that the Petitioner has set forth facts that demonstrate consideration of Public Interest in his/her motion and sworn affidavit as follows:

Furthermore, this Court should enjoin the Former Husband from dissipating his only remaining asset, as it is in the consideration of the public interest. If the Former Husband succeeds in dissipating the only remaining asset, then the Wife's only recourse will be to apply for public assistance. The State of Florida should not be required to support the Former Wife because the Former Husband refuses to fulfill his obligations to the Former Wife.

5 **Notice.** The Court finds that the Petitioner has set forth reasons why the order is granted without notice and why notice was not given in his/her motion and sworn affidavit as follows:

Counsel for the Former Wife has not notified the Former Husband of this Verified Ex Parte Motion for Temporary Injunction. As set forth above, if the Former Husband was provided notice, it is believed that he would accelerate dissipation and concealment of other assets the Former Wife is not aware of. Further, the time required to notice the hearing would permit the immediate and irreparable injury to occur. *Bansal v. Bansal*, 748 So. 2d 335 (Fla. 5th DCA 1999); *Smith v. Knight*, 679 So. 2d 359 (Fla. 4th DCA 1996); *City of Boca Raton v. Boca Raton Airport Authority*, 768 So. 2d 1191 (Fla. 4th DCA 2000).

6. **Bond.**

_____ a. Bond is waived because this injunction is issued solely to prevent physical injury or abuse of a natural person.

_____ b. This order is conditioned upon (☒) Petitioner (☐) Respondent posting bond in the sum of \$ _____ with the Clerk of this Court.

7. **Act or acts enjoined.** The Court enjoins the following:

Removal or Dissipation of any funds whatsoever from Florida Retirement System Investment plan on behalf of Anthony E. Dawson, Social Security No. [REDACTED] Date of Birth: 12/4/68. This Account to remain frozen until

further Order of this Court.

8. **Binding effect.** This injunction is binding on the parties to this action, their officers, agents, servants, employees, and attorneys and on those persons in active concert or participation with them who receive actual notice of this injunction.
9. **The Court may enforce compliance with the terms of this injunction through civil and/or indirect criminal contempt proceedings, which may include arrest, incarceration, and/or the imposition of a fine.**
10. **Violation of this injunction may constitute criminal contempt of court.**
11. **Expiration.** This injunction shall remain in full force and effect until further Order of this Court.

NOTICE OF HEARING FOR ORDER ENTERED EX PARTE:

Because this Order has been issued without prior notice to the non-movant Anthony E. Dawson, all parties involved in this matter are informed that they are scheduled to appear and testify at a hearing regarding this matter on _____ at _____ at which time the Court will consider whether the Court should issue a further order in this case, and whether other things should be ordered, including who should pay the filing fees and costs.

If a party does not appear, this Order may be continued in force, extended, or dismissed, and/or additional orders may be issued, including the imposition of court costs.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Court Administration, Palm Beach County Courthouse, 205 N. Dixie Highway, West Palm Beach, FL 33401 (561)-355-2431, within two working days of your receipt of this order. If you are hearing or voice impaired, call TDD 1-800-955-8771.

DONE AND ORDERED at Chambers in Delray Beach, Palm Beach County, Florida, on _____, at [time] _____.

AMY L. SMITH
CIRCUIT COURT

SIGNED & DATED
OCT 28 2008
JUDGE AMY L. SMITH

COPIES TO:

Robin Roshkind, Esquire, 625 N. Flagler Drive, Suite 509, West Palm Beach, FL 33401
Anthony E. Dawson, 6062 S.W. 19th Court, North Ft. Lauderdale, FL 33068

EXHIBIT 2



Complete

INSTITUTIONAL PLAN SERVICES
JACKSONVILLE, FLORIDA

FAX

To: Catherine S. Eaton, Esquire
Tel: 561.835.9091
Fax: 561.802.3858

From: Leola T. Thompson

Tel: 904.791.2661

Fax: 888.310.5559

Date: March 5, 2009

Re: Anthony E. Dawson - Case Number 2006 DR 4685 SB FZ

TOTAL PAGES INCLUDING COVER SHEET: 11

COMMENTS:

Attorney Eaton - I am providing you with the FRS Model QDRO documents since you mentioned this case may have to be resolved through this channel.

Please let me know of any questions or if additional information is needed.

Thank you,

FRS Investment Plan Administrator

EXHIBIT 3

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Family Division "FZ"

Case #502006DR004685XXXXSB

In Re: The Former Marriage Of:

PEARLEY SIMMONDS DAWSON,

Former Wife,

and

ANTHONY E. DAWSON,

Former Husband.

ORIGINAL FILED
South County Branch

AUG 26 2009

SHARON R. BOCK
Clerk & Comptroller

ORDER GRANTING, IN PART, AND DENYING, IN PART, FORMER WIFE'S VERIFIED MOTION FOR CONTEMPT/ENFORCEMENT OF FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE DATED MARCH 19, 2008 AND ENTRY OF INCOME DEDUCTION ORDER [Docket Entry #179]; ORDER CONTAINING MONEY JUDGMENTS; ORDER DIRECTING CLERK TO ESTABLISH C.S.E. LEDGER; and ORDER DIRECTING CLERK TO REPORT FORMER WIFE'S VERIFIED MOTION FOR CONTEMPT/ENFORCEMENT OF FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE DATED MARCH 19, 2008 AND ENTRY OF INCOME DEDUCTION ORDER [Docket Entry #179] AS "CLOSED" FOR STATISTICAL REPORTING PURPOSES

THIS MATTER came to be heard before **Diane M. Kirigin** in her capacity as a General Magistrate pursuant to the *Florida Family Law Rules Of Procedure, Rule 12.490*, for an evidentiary Hearing on **January 12th, 2009** at **1:30 P.M.** on the Former Wife's **VERIFIED MOTION FOR CONTEMPT/ENFORCEMENT OF FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE DATED MARCH 19, 2008 AND ENTRY OF INCOME DEDUCTION ORDER [Docket Entry #179]**.

KF

BASED UPON the testimony and evidence adduced at Hearing, and this Court being otherwise fully advised in the premises, this Court makes the following **FINDINGS OF FACT** and **CONCLUSIONS OF LAW**, to-wit:

1. This Court has continuing jurisdiction over the parties and the subject matter hereof.
2. General Magistrate Diane M. Kirigin has continuing jurisdiction over the parties and the subject matter hereof pursuant to the *Florida Family Law Rules Of Procedure, Rule 12.490*, local Administrative Order and this Court's **ORDER OF REFERRAL TO GENERAL MAGISTRATE** [Docket Entry #181] dated June 23rd, 2008.
3. This Court entered a **FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE** [Docket Entry #162] on March 19th, 2008. This Court finds that for purposes of analyzing the issues framed by the pleadings decretal paragraphs 6., 7., 8. and 9. thereof merit reiteration hereinafter, to-wit:

6. Regarding the alimony claims of each party, the Husband's claim for alimony is denied. The Wife's claim for permanent periodic alimony, bridge-the-gap alimony and lump sum alimony is denied. The Court awards to the Wife rehabilitative alimony in the sum of \$ [REDACTED] per month, for a period of 24 months. The Husband shall commence alimony payments on the first day of the month following the entry of this Final Judgment and the first day of each month thereafter until the expiration of the rehabilitative period, as it pertains to rehabilitative alimony. The above alimony shall be deductible to the Husband for federal income tax purposes.

7. As a further incident of alimony, the Husband shall be responsible for 50% of outstanding medical bills for the Wife's medical care and treatment that were incurred during the marriage. Mahoney v. Gay, 516 So.2d 86 (Fla. 3d DCA 1997); Kunzweiler v. Kunzweiler, 698 So.2d 1251 (Fla. 5th DCA 1997). The outstanding medical bills of which 50% shall be paid by the Husband to the Wife within thirty days from the entry of this Final Judgment are as follows:

[REDACTED]

[REDACTED]

[REDACTED]

8. As a further incident of alimony, the Husband shall be responsible to forthwith investigate and obtain health insurance coverage for his Wife through his employer consistent with "COBRA" coverage. The cost of the health insurance coverage shall be borne by the Husband and that obligation shall continue for as long as his alimony obligations remain in effect as set forth in paragraph seven herein above or until expiration of the COBRA coverage, which occurs first.

9. The payments of the Wife's past, present and future medical bills and cost for the Wife's health insurance coverage shall not be deductible by the Husband nor considered taxable income to the Wife for I.R.S. purposes.

4. On June 16th, 2008, the Former Wife filed, by and through her legal counsel, a **VERIFIED MOTION FOR CONTEMPT/ENFORCEMENT OF FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE DATED MARCH 19, 2008 AND ENTRY OF INCOME DEDUCTION ORDER** [Docket Entry #179] which alleged, in pertinent part, that:

1. An order titled Final Judgment of Dissolution of Marriage was entered herein on March 19, 2008.

2. Said order requires Respondent, Anthony Dawson, to do the following:

(A.) Pursuant to paragraph 6 at the bottom of page 6, top of page 7, Husband failed to divide his pension between the parties 50/50 per court order or by the entry of a Qualified Domestic Relations Order (QDRO).

(B.) Pursuant to paragraph 7, page 17 of the final judgment, Husband failed to pay his share of the credit card debt.

(C.) Pursuant to paragraph 6, page 17 of the final judgment,

Husband failed to make said alimony payments in the amount of [REDACTED] month for 24 months.

(D.) Pursuant to paragraph 8, page 18 of the final judgment, Husband failed to provide health insurance to Wife through his employer consistent with "COBRA" coverage.

(E.) Pursuant to paragraphs 7, page 17 and 9, page 18 of the final judgment, Husband failed to pay Wife's medical bills.

3. Respondent willfully failed to comply with all these terms of said final judgment.

4. Petitioner has incurred additional attorney's fees, which, but for the wrongful actions of Respondent would be unnecessary. Petitioner has employed the law firm of Robin Roshkind, P.A. to represent her in this action and has agreed to pay a reasonable attorney's fee, cost and suit money for this representation. The responsibility for legal fees should be determined by the court in accordance with §61.16 Fla. Stat. and Rosen v. Rosen, and in accordance with the applicable Florida case law, after considering the extent to which the conduct of each party, and their respective counsel, furthers or frustrates the public policy of the State of Florida to promote the settlement of litigation, and where possible, to reduce the cost of litigation by encouraging cooperation between the parties and their respective counsel.

WHEREFORE, Petitioner respectfully requests that this honorable Court:

- A. Find Respondent in willful contempt of court.
- B. Enter an Income Deduction Order, so that the Petitioner is paid in a timely manner.
- C. Enforce the prior orders of the court by any means available, including, but not limited to, incarceration, compensatory or coercive finds, garnishment, suit money and costs, any any other coercive sanction or relief permitted by law.
- D. Award Petitioner attorney's fees for necessity of this motion and hearing.

E. Any other relief to promote justice.

5. The Court entered an **ORDER OF REFERRAL TO GENERAL MAGISTRATE** [Docket Entry #181] on June 23rd, 2008. No **OBJECTION** to the **ORDER OF REFERRAL TO GENERAL MAGISTRATE** issued by either party or legal Counsel.

6. After multiple prior resettings by Former Wife's Counsel, said legal Counsel issued an **AMENDED NOTICE OF HEARING BEFORE GENERAL MAGISTRATE** [Docket Entry #197] on September 12th, 2008 scheduling the evidentiary hearing to occur before General Magistrate Diane M. Kirigin on **January 12th, 2009 at 1:30 P.M.**

7. On October 28th, 2008 the Court issued a **TEMPORARY INJUNCTION (EX PARTE)** [Docket Entry #203] at 10:01 A.M.

8. On January 6th, 2009 the Former Wife's Counsel filed a **NOTICE OF FILING FREEDOM OF INFORMATION ACT REQUEST** [Docket Entry #208] which confirmed that mail is delivered to the 6062 S.W. 19th Court, North Ft. Lauderdale, FL 33068 address to the Former Husband by the United States Postal Service.

9. An **ORDER ON PETITIONER/FORMER WIFE'S MOTION TO DEEM FORMER HUSBAND NOTIFIED OF CONTEMPT HEARING BY U.S. MAIL, ETC.** [Docket Entry #208] issued on January 15th, 2009 deeming that the Former Husband was duly provided due process and notice of the **January 12th, 2009** hearing that occurred before General Magistrate Diane M. Kirigin at **1:30 P.M.**

10. Present at the evidentiary hearing on the Former Wife's **VERIFIED MOTION FOR CONTEMPT/ENFORCEMENT OF FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE DATED MARCH 19, 2008 AND ENTRY OF INCOME DEDUCTION ORDER** [Docket Entry #179] on **January 12th, 2009 at 1:30 P.M.** was the Movant/Former Wife, **PEARLEY SIMMONDS DAWSON**, who was accompanied by her legal counsel, **CATHERINE S. EATON, Esquire**. The Court finds that pursuant to the Court's January 15th, 2009 **ORDER** hereinabove described in **FINDINGS OF FACT** paragraph 7. is true and accurate to the best of their knowledge and belief.

11. This Court finds that the Former Husband has a pre-existing obligation to pay \$3,087.38 for the Former Wife's health care expenses upon which interest has accrued through the date of hearing on January 12th, 2009 in the amount of \$246.62 per the Former Wife's Hearing Exhibit #7. There is past due alimony of \$15,000.00 through January 12th, 2009 with interest in the amount of \$647.75 again per the Former Wife's Hearing Exhibit #7. The Former Husband is indebted to the Former Wife in the aggregate amount of [REDACTED] These obligations are in the nature of support and should not

be dischargeable in bankruptcy by the Former Husband.

12. This Court finds that the un rebutted testimony is that the Former Husband voluntarily separated himself from gainful employment where he was earning [REDACTED] annually and accruing State of Florida pension benefits. His failure to pay his alimony is willful and contumacious in nature.

13. The Former Husband failed to provide COBRA health insurance coverage for his Former Wife for the 2 year period that she alleges she would have been eligible for same. The Former Wife is not now eligible to receive COBRA health insurance coverage. The Former Husband should be responsible for the portion of the Former Wife's health care needs that would have been covered under the COBRA health insurance policy had it been secured {it being the Former Wife's burden to demonstrate what that amount would have been}. The Former Wife did not have that information available at hearing thus, this aspect of her **MOTION** should be **DENIED** *without prejudice*. Moreover, she did not have copies of any of the bills for health care that she said existed at hearing. The Former Wife's request for the alleged dollar equivalent of the COBRA insurance premium for her of [REDACTED] per month for 24 months was not supported by the evidence. First the 24 month period has not yet expired yet she is asking to recoup a financial award for the entire amount prior to expiration of the 24 months of rehabilitative alimony. The Former Wife's Hearing Exhibit #9 corroborates that her health insurance premium would have equaled \$[REDACTED] per month. The **FINAL JUDGMENT** does not address dental insurance, nor do the injuries that she alleges she sustained psychologically relate to dental care. Thus that aspect of her claim for relief as to dental insurance coverage should fail. The Court finds that the Former Wife should recover the premium equivalent for the period of March, 2008 through January, 2009 in the aggregate amount of [REDACTED]. A money judgment should issue in favor of the Former Wife against the Former Husband for the premium coverage. This obligation is in the nature of child support and should not be dischargeable in bankruptcy.

14. Pursuant to the directives contained in *Larsen v. Larsen*, 854 So.2d 293 (Fla. 4th DCA 2003) and *Vazquez v. Vazquez*, 827 So.2d 384 (Fla. 4th DCA 2002) this Court specifically identifies the following items which comprise assets from which the purge hereinafter set forth in the decretal portion of this **ORDER** can be satisfied, to-wit: The Florida Retirement System Investment Plan in the amount of [REDACTED] or thereabouts per Former Wife's Hearing Exhibit #8.

15. The Former Husband has the ability to comply with the previous judgments and orders of this Court and has wilfully refused to do so and has failed to present a valid cause for the delinquency, thus, through the Former Husband's own fault and neglect, he has frustrated the purpose and intent of the Court orders. *Garro v. Garro*, 347 So.2d 418

(*Fla. 1977*); *Faircloth v. Faircloth*, 339 So.2d 650 (*Fla. 1976*), *Florida Family Law Rules Of Procedure, Rule 12.615* (Civil contempt in support matters). *Bowen v. Bowen*, 471 So.2d 1274 (*Fla. 1985*); *Pompey v. Cochran*, 685 So.2d 1007 (*Fla. 4th DCA 1997*), and *In Re: Amendments to the Florida Family Law Rules Of Procedure*, 723 So. 2d 208 (*Fla. 1998*).

16. The Court finds that the Former Husband secreted his whereabouts so as to frustrate service of process in this case. A considerable amount of time and effort has been expended by the Former Wife and her legal Counsel and Counsel's Paralegal(s) to ascertain the whereabouts of the Former Husband and to identify assets from which a civil contempt purge could be imposed, preserve same and ascertain how to access the Florida Retirement System pension monies to purge the contempt, if any, and/or satisfy the alimony and other debt arrearages.

17. This Court finds that while the hourly rate of \$350.00 per hour is high for Counsel it is in the range of hourly rates charged for marital and family law work of this type in this legal community for these type of proceedings. The Paralegal rate of \$175.00 per hour is very fair and reasonable and well within the middle range of rates charged for paralegals in this legal community for like work. The Court notes that the time expended by the Paralegal(s) permitted Counsel to not incur unnecessary attorney's fees charges in this case. The Court finds that 20.20 hours plus an additional 2.5 hours for the evidentiary hearing and post hearing communication is a fair and reason-able amount of time charged by CATHERINE S. EATON, Esquire or \$7,979.00, 68.31 PARALEGAL(S) hours or \$9,221.85, for the services provided in this case. The Court approves only the service of process costs of \$228.50 and consultation with TIMOTHY C. VOIT, Financial Analyst of \$225.00, as costs that were fairly and reasonable incurred for a total of \$453.50. The Former Wife alleges that suit costs are recoverable herein. There are no "suit costs" in this case.

18. The Former Husband should be required to pay the Former Wife attorney's fees and costs necessitated by his default and subsequent behavior pursuant to *Rosen v. Rosen*, 696 So.2d 697 (*Fla. 1997*) in the aggregate amount of [REDACTED]

THE COURT has received, reviewed and does herewith ratify and approve by entry hereof, this **ORDER** in accordance with *Florida Family Law Rules Of Procedure, Rule 12.490*. As a result, it is therefore hereby **ORDERED AND ADJUDGED** as follows,

1. The General Magistrate's **FINDINGS OF FACT, CONCLUSIONS OF LAW** and **RECOMMENDATIONS** as embodied in this **ORDER** are appropriate; and are adopted and incorporated hereinafter in the entirety.

2. The Former Wife's **VERIFIED MOTION FOR CONTEMPT/ENFORCEMENT OF FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE DATED MARCH 19, 2008 AND ENTRY OF INCOME DEDUCTION ORDER** [Docket Entry #179] is **GRANTED, in part, and DENIED, in part**, for the reasons hereinabove set forth in the **FINDINGS OF FACT** and **CONCLUSIONS OF LAW** portion of this **ORDER**.

3. The Former Wife, **PEARLEY SIMMONDS DAWSON**, shall have receive and recover from the Former Husband, **ANTHONY DAWSON**, a money judgment in the amount of [REDACTED] {for unpaid alimony, health care expenses and the dollar equivalent of a COBRA health insurance conversion policy through January 12th, 2009 as detailed in **CONCLUSIONS OF LAW** paragraphs 11. and 13. above} for which sum let execution issue forthwith for the reasons hereinabove set forth in the **FINDINGS OF FACT** and **CONCLUSIONS OF LAW** section of this **ORDER**. These obligations is in the nature of support and are not be dischargeable in bankruptcy.

4. The Former Wife, **PEARLEY SIMMONDS DAWSON**, and her legal counsel, **ROBIN RSHKIND, P.A.**, shall have, receive and recover from the Former Husband, **ANTHONY DAWSON**, a money judgment in the amount of [REDACTED] in attorney's and paralegal fees and costs for which sum let execution issue forthwith for the reasons hereinabove set forth in the **FINDINGS OF FACT** and **CONCLUSIONS OF LAW** section of this **ORDER**.

5. The Former Husband is adjudicated to be in civil contempt for failure to comply with this Court's Order(s) as hereinabove described and shall be taken into custody and confined in the Palm Beach County Jail unless he purges himself of the civil contempt by applying the contents of his FLORIDA RETIREMENT SYSTEM INVESTMENT PLAN via Q.D.R.O. distribution to the money judgment referenced in decretal paragraph 3. of this **ORDER first**. The Former Wife shall secure payment through a Q.D.R.O. to an account of her choice. If there are additional excess monies after satisfying that obligation, then the monies shall be applied to the money judgment set forth in decretal paragraph 4. of this **ORDER second**.

6. The Former Wife is required to prepare and submit the Q.D.R.O. to satisfy the purge terms hereinabove referenced in decretal paragraph 5. of this **ORDER**. The Court reserves jurisdiction to enter such other and further orders such as the Q.D.R.O., an order directing the release of the current **INJUNCTION** to facilitate payment under the terms of the Q.D.R.O. {if necessary} and an award for any further costs connected therewith to effectuate the intent of this **ORDER**.

7. **If the Former Husband fails to satisfy the purge conditions set forth hereinabove, the Former Wife's remedy is to file an Affidavit and Motion for Commitment and the matter will be set for a Commitment Hearing with notice**

to Counsel of record, and if none, then to the parties' *pro se*, by regular U.S. Mail at the last known address provided on the Domestic Relations Information Affidavit.

8. The Former Husband is responsible to pay for the portion of the Former Wife's health care needs that would have been covered under the COBRA health insurance policy had it been secured {it being the Former Wife's burden to demonstrate what that amount would have been}. The Former Wife did not have that information available at hearing thus, this aspect of her **MOTION** is **DENIED** *without prejudice*, to revisit upon proper **MOTION** and **NOTICE**.

9. The Clerk of the Circuit Court shall establish a C.S.E. Ledger reflecting the terms set forth in the S.I.S. form attached hereto and made a part hereof. The original S.I.S. form shall issue contemporaneous with the entry of this ORDER and filed with the Clerk of the Circuit Court.

10. Any payments made directly to the Former Wife between the date of Hearing on January 12th, 2009 and the date of entry of this **ORDER**, or hereafter paid per the Q.D.R.O. . shall immediately be reported *in writing* so that General Magistrate Diane M. Kirigin can have the Clerk of the Circuit Court post the appropriate credit to the C.S.E. Ledger.

11. The Former Wife's Counsel shall submit an **INCOME DEDUCTION ORDER** and a **NOTICE TO PAYOR** to the General Magistrate prior to entry of this **ORDER**, to effectuate the terms of this **ORDER** and garnish the prospective rehabilitative alimony and COBRA premium equivalent.

12. The Clerk of the Circuit Court shall report the Former Wife's **VERIFIED MOTION FOR CONTEMPT/ENFORCEMENT OF FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE DATED MARCH 19, 2008 AND ENTRY OF INCOME DEDUCTION ORDER** [Docket Entry #179] as "**CLOSED**" for statistical reporting purposes.

13. The parties are ordered to immediately advise the Clerk of the Circuit Court of any changes in their Domestic Relations Information Affidavits which have heretofore been filed with the Court.

DAWSON, Anthony E. and DAWSON, Pearley Simmonds;
Case #502006DR004685XXXXSB-"FZ"; ORDER; Page 10

14. This Court specifically reserves jurisdiction of this entire matter to enter such further Orders as may be equitable, appropriate and just.

DONE AND ORDERED in Delray Beach, Palm Beach County, Florida, on this 25
_day of August, 2009.



KENNETH D. STERN
Circuit Judge

Copy furnished via Interoffice Mail to:

DIANE M. KIRIGIN
General Magistrate

Copies furnished by U.S. Mail to:

CATHERINE S. EATON, Esquire
Robin Roshkind, P.A.
625 North Flagler Drive
Suite #509
West Palm Beach, FL 33401
Attorney for Former Wife

ANTHONY E. DAWSON


Former Husband *Pro Se*

ANTHONY E. DAWSON


Former Husband *Pro Se*

ANTHONY E. DAWSON


Former Husband *Pro Se*

DMK/rs
Prep. 04/29/2009

SUPPORT INFORMATION SHEET

PURSUANT TO S.61.13(10), F.S., THE SECOND PAGE OF THIS DOCUMENT, CONTAINING SOCIAL SECURITY NUMBERS OF THE PARTIES, SHALL BE KEPT CONFIDENTIAL FROM PUBLIC DISCLOSURE. THIS DOCUMENT IS NOT AN ORDER, AND IS FOR ADMINISTRATIVE USE BY THE CLERK. THIS DOCUMENT DOES NOT ESTABLISH OR MODIFY THE RIGHTS OF ANY PARTY. THE FORMAT OF THIS DOCUMENT IS APPROVED BY ADMINISTRATIVE ORDER NUMBER 5.012/12-99, AND SHALL NOT BE AMENDED WITHOUT A NEW ADMINISTRATIVE ORDER.

ANTHONY E. DAWSON and PEARLEY SIMMONDS DAWSON CASE #502006DR004685XXXXSBDIV."FZ"

☒ 1. **PAYMENTS THROUGH STATE DISBURSEMENT UNIT:** All child support and/or alimony and/or arrearage shall be made payable to and mailed to the **State of Florida Disbursement Unit, Post Office Box 8500, Tallahassee, FL 32314-8500.**

☒ 2. **REHABILITATIVE ALIMONY:** The following provisions for payment shall apply: \$ [REDACTED] Total
(Alimony Payment)

☐ TEMPORARY \$ _____ ☒ REHABILITATIVE \$ [REDACTED]
☐ PERMANENT PERIODIC \$ _____ ☐ LUMP SUM \$ _____
Payments shall start on February 1st, 2009 and shall stop on March 31st, 2010
or upon full payment. (Date) (Date)

☐ 3. **ARREARAGE** \$ _____ DUE AS OF _____ \$ _____ Total
(Arrearage Payment)
Arrearage payments shall start on _____ in the amount of \$ _____
and shall stop upon full payment. (Date)

☒ 4. **HEALTH INSURANCE PREMIUM:** \$ [REDACTED] Total
Payments shall start on February 1st, 2009 in the amount of \$ [REDACTED]
and shall stop on March 31st, 2010.

☒ 5. **SERVICE CHARGE:** 4% of each payment, not to exceed \$ [REDACTED]: \$ [REDACTED] Total

☒ 6. **PAYMENT SCHEDULE :** Payment shall be consistent with the Obligor's payroll cycle and made:

☐ WEEKLY ☒ MONTHLY (1st)
☐ EVERY OTHER WEEK ☐ TWICE MONTHLY
☐ (1ST & 15TH) ☐ (15TH & 30TH)

GRAND TOTAL
(Add Child Support,
Alimony, Arrearage
or other payment)

10. PERSONAL INFORMATION:

Person Paying Support (Obligor)

Person Receiving Support (Obligee)

Name: Anthony E. Dawson

Name: Pearley Simmonds Dawson

Address: [REDACTED]

Address: [REDACTED]

City/State/Zip: [REDACTED]

City/State/Zip: [REDACTED]

Phone Number: (____) _____

Phone Number: (____) _____

Date of Birth: ____/____/____

Date of Birth: ____/____/____

Employer: _____

Employer Address: _____

Employer's Phone Number (____) _____

PREPARED BY:

Diane M. Kirigin
Diane M. Kirigin, General Magistrate

REVIEWED BY:

Kenneth D. Stern, Circuit Judge

EXHIBIT 4

Smith_Ruth

From: DeGroff, Susan [Sdegroff@mypalmbeachclerk.com]
Sent: Monday, January 09, 2012 9:04 AM
To: Smith_Ruth
Cc: Clerkweb
Subject: FW: Scan from a Xerox WorkCentre
Attachments: DOC.PDF

Per your request, attached is a copy of the Order issued 8/26/09 for 2006DR004685XXXXSB. As you know, there is no fee for Florida state entities.

-----Original Message-----

From: xerox@mypalmbeachclerk.com [<mailto:xerox@mypalmbeachclerk.com>]
Sent: Friday, January 06, 2012 5:05 PM
To: DeGroff, Susan
Subject: Scan from a Xerox WorkCentre

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre.

Attachment File Type: PDF

WorkCentre Location: machine location not set Device Name: XRX0000AA7E9929

For more information on Xerox products and solutions, please visit <http://www.xerox.com>

4

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

Family Division "FZ"

Case #502006DR004685XXXXSB

In Re: The Former Marriage Of:

PEARLEY SIMMONDS DAWSON,

Former Wife,

and

ANTHONY E. DAWSON,

Former Husband.

ORIGINAL FILED
South County Branch

AUG 26 2009

SHARON R. BOCK
Clerk & Comptroller

ORDER GRANTING, IN PART, AND DENYING, IN PART, FORMER WIFE'S VERIFIED MOTION FOR CONTEMPT/ENFORCEMENT OF FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE DATED MARCH 19, 2008 AND ENTRY OF INCOME DEDUCTION ORDER [Docket Entry #179]; ORDER CONTAINING MONEY JUDGMENTS; ORDER DIRECTING CLERK TO ESTABLISH C.S.E. LEDGER; and ORDER DIRECTING CLERK TO REPORT FORMER WIFE'S VERIFIED MOTION FOR CONTEMPT/ENFORCEMENT OF FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE DATED MARCH 19, 2008 AND ENTRY OF INCOME DEDUCTION ORDER [Docket Entry #179] AS "CLOSED" FOR STATISTICAL REPORTING PURPOSES

THIS MATTER came to be heard before **Diane M. Kirigin** in her capacity as a General Magistrate pursuant to the *Florida Family Law Rules Of Procedure, Rule 12.490*, for an evidentiary Hearing on **January 12th, 2009** at **1:30 P.M.** on the Former Wife's **VERIFIED MOTION FOR CONTEMPT/ENFORCEMENT OF FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE DATED MARCH 19, 2008 AND ENTRY OF INCOME DEDUCTION ORDER [Docket Entry #179]**.

KF

BASED UPON the testimony and evidence adduced at Hearing, and this Court being otherwise fully advised in the premises, this Court makes the following **FINDINGS OF FACT** and **CONCLUSIONS OF LAW**, to-wit:

1. This Court has continuing jurisdiction over the parties and the subject matter hereof.
2. General Magistrate Diane M. Kirigin has continuing jurisdiction over the parties and the subject matter hereof pursuant to the ***Florida Family Law Rules Of Procedure, Rule 12.490***, local Administrative Order and this Court's **ORDER OF REFERRAL TO GENERAL MAGISTRATE** [Docket Entry #181] dated June 23rd, 2008.
3. This Court entered a **FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE** [Docket Entry #162] on March 19th, 2008. This Court finds that for purposes of analyzing the issues framed by the pleadings decretal paragraphs 6., 7., 8. and 9. thereof merit reiteration hereinafter, to-wit:

6. Regarding the alimony claims of each party, the Husband's claim for alimony is denied. The Wife's claim for permanent periodic alimony, bridge-the-gap alimony and lump sum alimony is denied. The Court awards to the Wife rehabilitative alimony in the sum of [REDACTED] per month, for a period of 24 months. The Husband shall commence alimony payments on the first day of the month following the entry of this Final Judgment and the first day of each month thereafter until the expiration of the rehabilitative period, as it pertains to rehabilitative alimony. The above alimony shall be deductible to the Husband for federal income tax purposes.

7. As a further incident of alimony, the Husband shall be responsible for 50% of outstanding medical bills for the Wife's medical care and treatment that were incurred during the marriage. Mahoney v. Gay, 516 So.2d 86 (Fla. 3d DCA 1997); Kunzweiler v. Kunzweiler, 698 So.2d 1251 (Fla. 5th DCA 1997). The outstanding medical bills of which 50% shall be paid by the Husband to the Wife within thirty days from the entry of this Final Judgment are as follows:

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

8. As a further incident of alimony, the Husband shall be responsible to forthwith investigate and obtain health insurance coverage for his Wife through his employer consistent with "COBRA" coverage. The cost of the health insurance coverage shall be borne by the Husband and that obligation shall continue for as long as his alimony obligations remain in effect as set forth in paragraph seven herein above or until expiration of the COBRA coverage, which occurs first.

9. The payments of the Wife's past, present and future medical bills and cost for the Wife's health insurance coverage shall not be deductible by the Husband nor considered taxable income to the Wife for I.R.S. purposes.

4. On June 16th, 2008, the Former Wife filed, by and through her legal counsel, a **VERIFIED MOTION FOR CONTEMPT/ENFORCEMENT OF FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE DATED MARCH 19, 2008 AND ENTRY OF INCOME DEDUCTION ORDER** [Docket Entry #179] which alleged, in pertinent part, that:

1. An order titled Final Judgment of Dissolution of Marriage was entered herein on March 19, 2008.

2. Said order requires Respondent, Anthony Dawson, to do the following:

(A.) Pursuant to paragraph 6 at the bottom of page 6, top of page 7, Husband failed to divide his pension between the parties 50/50 per court order or by the entry of a Qualified Domestic Relations Order (QDRO).

(B.) Pursuant to paragraph 7, page 17 of the final judgment, Husband failed to pay his share of the credit card debt.

(C.) Pursuant to paragraph 6, page 17 of the final judgment,

Husband failed to make said alimony payments in the amount of [REDACTED] month for 24 months.

(D.) Pursuant to paragraph 8, page 18 of the final judgment, Husband failed to provide health insurance to Wife through his employer consistent with "COBRA" coverage.

(E.) Pursuant to paragraphs 7, page 17 and 9, page 18 of the final judgment, Husband failed to pay Wife's medical bills.

3. Respondent willfully failed to comply with all these terms of said final judgment.

4. Petitioner has incurred additional attorney's fees, which, but for the wrongful actions of Respondent would be unnecessary. Petitioner has employed the law firm of Robin Roshkind, P.A. to represent her in this action and has agreed to pay a reasonable attorney's fee, cost and suit money for this representation. The responsibility for legal fees should be determined by the court in accordance with §61.16 Fla. Stat. and Rosen v. Rosen, and in accordance with the applicable Florida case law, after considering the extent to which the conduct of each party, and their respective counsel, furthers or frustrates the public policy of the State of Florida to promote the settlement of litigation, and where possible, to reduce the cost of litigation by encouraging cooperation between the parties and their respective counsel.

WHEREFORE, Petitioner respectfully requests that this honorable Court:

- A. Find Respondent in willful contempt of court.
- B. Enter an Income Deduction Order, so that the Petitioner is paid in a timely manner.
- C. Enforce the prior orders of the court by any means available, including, but not limited to, incarceration, compensatory or coercive finds, garnishment, suit money and costs, any any other coercive sanction or relief permitted by law.
- D. Award Petitioner attorney's fees for necessity of this motion and hearing.

E. Any other relief to promote justice.

5. The Court entered an **ORDER OF REFERRAL TO GENERAL MAGISTRATE** [Docket Entry #181] on June 23rd, 2008. No **OBJECTION** to the **ORDER OF REFERRAL TO GENERAL MAGISTRATE** issued by either party or legal Counsel.

6. After multiple prior resettings by Former Wife's Counsel, said legal Counsel issued an **AMENDED NOTICE OF HEARING BEFORE GENERAL MAGISTRATE** [Docket Entry #197] on September 12th, 2008 scheduling the evidentiary hearing to occur before General Magistrate Diane M. Kirigin on **January 12th, 2009 at 1:30 P.M.**

7. On October 28th, 2008 the Court issued a **TEMPORARY INJUNCTION (EX PARTE)** [Docket Entry #203] at 10:01 A.M.

8. On January 6th, 2009 the Former Wife's Counsel filed a **NOTICE OF FILING FREEDOM OF INFORMATION ACT REQUEST** [Docket Entry #208] which confirmed that mail is delivered to the 6062 S.W. 19th Court, North Ft. Lauderdale, FL 33068 address to the Former Husband by the United States Postal Service.

9. An **ORDER ON PETITIONER/FORMER WIFE'S MOTION TO DEEM FORMER HUSBAND NOTIFIED OF CONTEMPT HEARING BY U.S. MAIL, ETC.** [Docket Entry #208] issued on January 15th, 2009 deeming that the Former Husband was duly provided due process and notice of the **January 12th, 2009** hearing that occurred before General Magistrate Diane M. Kirigin at **1:30 P.M.**

10. Present at the evidentiary hearing on the Former Wife's **VERIFIED MOTION FOR CONTEMPT/ENFORCEMENT OF FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE DATED MARCH 19, 2008 AND ENTRY OF INCOME DEDUCTION ORDER** [Docket Entry #179] on **January 12th, 2009 at 1:30 P.M.** was the Movant/Former Wife, **PEARLEY SIMMONDS DAWSON**, who was accompanied by her legal counsel, **CATHERINE S. EATON, Esquire**. The Court finds that pursuant to the Court's January 15th, 2009 **ORDER** hereinabove described in **FINDINGS OF FACT** paragraph 7. is true and accurate to the best of their knowledge and belief.

11. This Court finds that the Former Husband has a pre-existing obligation to pay [REDACTED] for the Former Wife's health care expenses upon which interest has accrued through the date of hearing on January 12th, 2009 in the amount of [REDACTED] per the Former Wife's Hearing Exhibit #7. There is past due alimony of \$[REDACTED] through January 12th, 2009 with interest in the amount of [REDACTED] again per the Former Wife's Hearing Exhibit #7. The Former Husband is indebted to the Former Wife in the aggregate amount of [REDACTED]. These obligations are in the nature of support and should not

be dischargeable in bankruptcy by the Former Husband.

12. This Court finds that the un rebutted testimony is that the Former Husband voluntarily separated himself from gainful employment where he was earning [REDACTED] annually and accruing State of Florida pension benefits. His failure to pay his alimony is willful and contumacious in nature.

13. The Former Husband failed to provide COBRA health insurance coverage for his Former Wife for the 2 year period that she alleges she would have been eligible for same. The Former Wife is not now eligible to receive COBRA health insurance coverage. The Former Husband should be responsible for the portion of the Former Wife's health care needs that would have been covered under the COBRA health insurance policy had it been secured {it being the Former Wife's burden to demonstrate what that amount would have been}. The Former Wife did not have that information available at hearing thus, this aspect of her **MOTION** should be **DENIED** *without prejudice*. Moreover, she did not have copies of any of the bills for health care that she said existed at hearing. The Former Wife's request for the alleged dollar equivalent of the COBRA insurance premium for her of [REDACTED] per month for 24 months was not supported by the evidence. First the 24 month period has not yet expired yet she is asking to recoup a financial award for the entire amount prior to expiration of the 24 months of rehabilitative alimony. The Former Wife's Hearing Exhibit #9 corroborates that her health insurance premium would have equaled [REDACTED] per month. The **FINAL JUDGMENT** does not address dental insurance, nor do the injuries that she alleges she sustained psychologically relate to dental care. Thus that aspect of her claim for relief as to dental insurance coverage should fail. The Court finds that the Former Wife should recover the premium equivalent for the period of March, 2008 through January, 2009 in the aggregate amount of [REDACTED]. A money judgment should issue in favor of the Former Wife against the Former Husband for the premium coverage. This obligation is in the nature of child support and should not be dischargeable in bankruptcy.

14. Pursuant to the directives contained in **Larsen v. Larsen, 854 So.2d 293 (Fla. 4th DCA 2003)** and **Vazquez v. Vazquez, 827 So.2d 384 (Fla. 4th DCA 2002)** this Court specifically identifies the following items which comprise assets from which the purge hereinafter set forth in the decretal portion of this **ORDER** can be satisfied, to-wit: The Florida Retirement System Investment Plan in the amount of [REDACTED] or thereabouts per Former Wife's Hearing Exhibit #8.

15. The Former Husband has the ability to comply with the previous judgments and orders of this Court and has wilfully refused to do so and has failed to present a valid cause for the delinquency, thus, through the Former Husband's own fault and neglect, he has frustrated the purpose and intent of the Court orders. **Garro v. Garro, 347 So.2d 418**

(*Fla. 1977*); *Faircloth v. Faircloth*, 339 So.2d 650 (*Fla. 1976*), *Florida Family Law Rules Of Procedure, Rule 12.615* (Civil contempt in support matters). *Bowen v. Bowen*, 471 So.2d 1274 (*Fla. 1985*); *Pompey v. Cochran*, 685 So.2d 1007 (*Fla. 4th DCA 1997*), and *In Re: Amendments to the Florida Family Law Rules Of Procedure*, 723 So. 2d 208 (*Fla. 1998*).

16. The Court finds that the Former Husband secreted his whereabouts so as to frustrate service of process in this case. A considerable amount of time and effort has been expended by the Former Wife and her legal Counsel and Counsel's Paralegal(s) to ascertain the whereabouts of the Former Husband and to identify assets from which a civil contempt purge could be imposed, preserve same and ascertain how to access the Florida Retirement System pension monies to purge the contempt, if any, and/or satisfy the alimony and other debt arrearages.

17. This Court finds that while the hourly rate of \$350.00 per hour is high for Counsel it is in the range of hourly rates charged for marital and family law work of this type in this legal community for these type of proceedings. The Paralegal rate of \$175.00 per hour is very fair and reasonable and well within the middle range of rates charged for paralegals in this legal community for like work. The Court notes that the time expended by the Paralegal(s) permitted Counsel to not incur unnecessary attorney's fees charges in this case. The Court finds that 20.20 hours plus an additional 2.5 hours for the evidentiary hearing and post hearing communication is a fair and reason-able amount of time charged by CATHERINE S. EATON, Esquire or \$7,979.00, 68.31 PARALEGAL(S) hours or \$9,221.85, for the services provided in this case. The Court approves only the service of process costs of \$228.50 and consultation with TIMOTHY C. VOIT, Financial Analyst of \$225.00, as costs that were fairly and reasonable incurred for a total of \$453.50. The Former Wife alleges that suit costs are recoverable herein. There are no "suit costs" in this case.

18. The Former Husband should be required to pay the Former Wife attorney's fees and costs necessitated by his default and subsequent behavior pursuant to *Rosen v. Rosen*, 696 So.2d 697 (*Fla. 1997*) in the aggregate amount of [REDACTED]

THE COURT has received, reviewed and does herewith ratify and approve by entry hereof, this **ORDER** in accordance with *Florida Family Law Rules Of Procedure, Rule 12.490*. As a result, it is therefore hereby **ORDERED AND ADJUDGED** as follows,

1. The General Magistrate's **FINDINGS OF FACT, CONCLUSIONS OF LAW** and **RECOMMENDATIONS** as embodied in this **ORDER** are appropriate; and are adopted and incorporated hereinafter in the entirety.

2. The Former Wife's **VERIFIED MOTION FOR CONTEMPT/ENFORCEMENT OF FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE DATED MARCH 19, 2008 AND ENTRY OF INCOME DEDUCTION ORDER** [Docket Entry #179] is **GRANTED, in part, and DENIED, in part**, for the reasons hereinabove set forth in the **FINDINGS OF FACT** and **CONCLUSIONS OF LAW** portion of this **ORDER**.

3. The Former Wife, **PEARLEY SIMMONDS DAWSON**, shall have receive and recover from the Former Husband, **ANTHONY DAWSON**, a money judgment in the amount of [REDACTED] {for unpaid alimony, health care expenses and the dollar equivalent of a COBRA health insurance conversion policy through January 12th, 2009 as detailed in **CONCLUSIONS OF LAW** paragraphs 11. and 13. above} for which sum let execution issue forthwith for the reasons hereinabove set forth in the **FINDINGS OF FACT** and **CONCLUSIONS OF LAW** section of this **ORDER**. These obligations is in the nature of support and are not be dischargeable in bankruptcy.

4. The Former Wife, **PEARLEY SIMMONDS DAWSON**, and her legal counsel, **ROBIN RSHKIND, P.A.**, shall have, receive and recover from the Former Husband, **ANTHONY DAWSON**, a money judgment in the amount of [REDACTED] in attorney's and paralegal fees and costs for which sum let execution issue forthwith for the reasons hereinabove set forth in the **FINDINGS OF FACT** and **CONCLUSIONS OF LAW** section of this **ORDER**.

5. The Former Husband is adjudicated to be in civil contempt for failure to comply with this Court's Order(s) as hereinabove described and shall be taken into custody and confined in the Palm Beach County Jail unless he purges himself of the civil contempt by applying the contents of his FLORIDA RETIREMENT SYSTEM INVESTMENT PLAN via Q.D.R.O. distribution to the money judgment referenced in decretal paragraph 3. of this **ORDER first**. The Former Wife shall secure payment through a Q.D.R.O. to an account of her choice. If there are additional excess monies after satisfying that obligation, then the monies shall be applied to the money judgment set forth in decretal paragraph 4. of this **ORDER second**.

6. The Former Wife is required to prepare and submit the Q.D.R.O. to satisfy the purge terms hereinabove referenced in decretal paragraph 5. of this **ORDER**. The Court reserves jurisdiction to enter such other and further orders such as the Q.D.R.O., an order directing the release of the current **INJUNCTION** to facilitate payment under the terms of the Q.D.R.O. {if necessary} and an award for any further costs connected therewith to effectuate the intent of this **ORDER**.

7. **If the Former Husband fails to satisfy the purge conditions set forth hereinabove, the Former Wife's remedy is to file an Affidavit and Motion for Commitment and the matter will be set for a Commitment Hearing with notice**

to Counsel of record, and if none, then to the parties' *pro se*, by regular U.S. Mail at the last known address provided on the Domestic Relations Information Affidavit.

8. The Former Husband is responsible to pay for the portion of the Former Wife's health care needs that would have been covered under the COBRA health insurance policy had it been secured {it being the Former Wife's burden to demonstrate what that amount would have been}. The Former Wife did not have that information available at hearing thus, this aspect of her **MOTION** is **DENIED** *without prejudice*, to revisit upon proper **MOTION** and **NOTICE**.

9. The Clerk of the Circuit Court shall establish a C.S.E. Ledger reflecting the terms set forth in the S.I.S. form attached hereto and made a part hereof. The original S.I.S. form shall issue contemporaneous with the entry of this ORDER and filed with the Clerk of the Circuit Court.

10. Any payments made directly to the Former Wife between the date of Hearing on January 12th, 2009 and the date of entry of this **ORDER**, or hereafter paid per the Q.D.R.O. . shall immediately be reported *in writing* so that General Magistrate Diane M. Kirigin can have the Clerk of the Circuit Court post the appropriate credit to the C.S.E. Ledger.

11. The Former Wife's Counsel shall submit an **INCOME DEDUCTION ORDER** and a **NOTICE TO PAYOR** to the General Magistrate prior to entry of this **ORDER**, to effectuate the terms of this **ORDER** and garnish the prospective rehabilitative alimony and COBRA premium equivalent.

12. The Clerk of the Circuit Court shall report the Former Wife's **VERIFIED MOTION FOR CONTEMPT/ENFORCEMENT OF FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE DATED MARCH 19, 2008 AND ENTRY OF INCOME DEDUCTION ORDER** [Docket Entry #179] as "**CLOSED**" for statistical reporting purposes.

13. The parties are ordered to immediately advise the Clerk of the Circuit Court of any changes in their Domestic Relations Information Affidavits which have heretofore been filed with the Court.

14. This Court specifically reserves jurisdiction of this entire matter to enter such further Orders as may be equitable, appropriate and just.

DONE AND ORDERED in Delray Beach, Palm Beach County, Florida, on this 25
day of August, 2009.



KENNETH D. STERN
Circuit Judge

Copy furnished via Interoffice Mail to:

DIANE M. KIRIGIN
General Magistrate

Copies furnished by U.S. Mail to:

CATHERINE S. EATON, Esquire
Robin Roshkind, P.A.
625 North Flagler Drive
Suite #509
West Palm Beach, FL 33401
Attorney for Former Wife


ANTHONY E. DAWSON


Former Husband *Pro Se*

ANTHONY E. DAWSON


Former Husband *Pro Se*

ANTHONY E. DAWSON


Former Husband *Pro Se*

DMK/rs
Prep. 04/29/2009

SUPPORT INFORMATION SHEET

PURSUANT TO S.61.13(10), F.S., THE SECOND PAGE OF THIS DOCUMENT, CONTAINING SOCIAL SECURITY NUMBERS OF THE PARTIES, SHALL BE KEPT CONFIDENTIAL FROM PUBLIC DISCLOSURE. THIS DOCUMENT IS NOT AN ORDER, AND IS FOR ADMINISTRATIVE USE BY THE CLERK. THIS DOCUMENT DOES NOT ESTABLISH OR MODIFY THE RIGHTS OF ANY PARTY. THE FORMAT OF THIS DOCUMENT IS APPROVED BY ADMINISTRATIVE ORDER NUMBER 5.012/12-99, AND SHALL NOT BE AMENDED WITHOUT A NEW ADMINISTRATIVE ORDER.

ANTHONY E. DAWSON and PEARLEY SIMMONDS DAWSON CASE #502006DR004685XXXXSBDIV "FZ"

☒ 1. **PAYMENTS THROUGH STATE DISBURSEMENT UNIT:** All child support and/or alimony and/or arrearage shall be made payable to and mailed to the **State of Florida Disbursement Unit, Post Office Box 8500, Tallahassee, FL 32314-8500.**

☒ 2. **REHABILITATIVE ALIMONY:** The following provisions for payment shall apply: [REDACTED] Total
(Alimony Payment)

☐ TEMPORARY \$ _____ ☒ REHABILITATIVE [REDACTED]
☐ PERMANENT PERIODIC \$ _____ ☐ LUMP SUM \$ _____
Payments shall start on February 1st, 2009 and shall stop on March 31st, 2010
or upon full payment. (Date) (Date)

☐ 3. **ARREARAGE** \$ _____ DUE AS OF _____ \$ _____ Total
(Arrearage Payment)
Arrearage payments shall start on _____ in the amount of \$ _____
and shall stop upon full payment. (Date)

☒ 4. **HEALTH INSURANCE PREMIUM:** [REDACTED] Total
Payments shall start on February 1st, 2009 in the amount of [REDACTED]
and shall stop on March 31st, 2010.

☒ 5. **SERVICE CHARGE:** 4% of each payment, not to exceed [REDACTED]; \$ 5.25 Total

☒ 6. **PAYMENT SCHEDULE :** Payment shall be consistent with the Obligor's payroll cycle and made:

☐ WEEKLY ☒ MONTHLY (1st)
☐ EVERY OTHER WEEK ☐ TWICE MONTHLY
☐ (1ST & 15TH) ☐ (15TH & 30TH)

GRAND TOTAL
(Add Child Support,
Alimony, Arrearage
or other payment)

10. PERSONAL INFORMATION:

Person Paying Support (Obligor)

Person Receiving Support (Obligee)

Name: Anthony E. Dawson

Name: Pearley Simmonds Dawson

Address: [REDACTED]

Address: [REDACTED]

City/State/Zip: [REDACTED]

City/State/Zip: [REDACTED]

Phone Number: (____) _____

Phone Number: (____) _____

Date of Birth: ____/____/____

Date of Birth: ____/____/____

Employer: _____

Employer Address: _____

Employer's Phone Number (____) _____

PREPARED BY:

Diane M. Kirigin
Diane M. Kirigin, General Magistrate

REVIEWED BY:

Kenneth D. Stern, Circuit Judge

EXHIBIT 5

1499 S. FEDERAL HIGHWAY, UNIT 233
BOYNTON BEACH, FLORIDA 33435
TEL: 561-200-8207

FAX COVER SHEET

To: Mr. Hugo,
FRS Investment Plan Administrator

Fax: 1-888-310-5559

Phone: 1-866-446-9377

From: Pearley M. Simmonds

Date: September 8, 2011

Re: Account – Anthony Eric Dawson – x [REDACTED]

Further to our telephone conversation of today's date; for your review and appropriate action, please see attached the following documents you requested.

| <u>DOCUMENT DESCRIPTION</u> | <u>NO. OF PAGES</u> |
|---|---------------------|
| Notice of Lis Pendes | 2 |
| Final Judgment of Dissolution of Marriage <i>Pertinent Pages of reference: 6 of 18</i> | 18 |
| Report on Civil/Contempt/Enforcement Hearing | 17 |

- N.B. 1) The retirement account of 'concealment' is the FRS Account which at that time had much more than the \$ [REDACTED].
- 2) The account referenced as having \$ [REDACTED] was Mr. Dawson's Deferred Comp.

Concerning the document entitled "Report on Civil Contempt/Enforcement Hearing," that is the draft of the judge's intended order; pending receipt of the

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8. As a further incident of alimony, the Husband shall be responsible to forthwith investigate and obtain health insurance coverage for his Wife through his employer consistent with "COBRA" coverage. The cost of the health insurance coverage shall be borne by the Husband and that obligation shall continue for as long as his alimony obligations remain in effect as set forth in paragraph seven herein above or until expiration of the COBRA coverage, which occurs first.

9. The payments of the Wife's past, present and future medical bills and cost for the Wife's health insurance coverage shall not be deductible by the Husband nor considered taxable income to the Wife for I.R.S. purposes.

2. On June 16th, 2008, the Former Wife filed, by and through her legal counsel, a **VERIFIED MOTION FOR CONTEMPT/ENFORCEMENT OF FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE DATED MARCH 19, 2008 AND ENTRY OF INCOME DEDUCTION ORDER** [Docket Entry #179] which alleged, in pertinent part, that:

1. An order titled Final Judgment of Dissolution of Marriage was entered herein on March 19, 2008.

2. Said order requires Respondent, Anthony Dawson, to do the following:

(A.) Pursuant to paragraph 6 at the bottom of page 6, top of page 7, Husband failed to divide his pension between the parties 50/50 per court order or by the entry of a Qualified Domestic Relations Order (QDRO).

(B.) Pursuant to paragraph 7, page 17 of the final judgment, Husband failed to pay his share of the credit card debt.

(C.) Pursuant to paragraph 6, page 17 of the final judgment, Husband failed to make said alimony payments in the amount of [REDACTED] month for 24 months.

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(D.) Pursuant to paragraph 8, page 18 of the final judgment, Husband failed to provide health insurance to Wife through his employer consistent with "COBRA" coverage.

(E.) Pursuant to paragraphs 7, page 17 and 9, page 18 of the final judgment, Husband failed to pay Wife's medical bills.

3. Respondent willfully failed to comply with all these terms of said final judgment.

4. Petitioner has incurred additional attorney's fees, which, but for the wrongful actions of Respondent would be unnecessary. Petitioner has employed the law firm of Robin Roshkind, P.A. to represent her in this action and has agreed to pay a reasonable attorney's fee, cost and suit money for this representation. The responsibility for legal fees should be determined by the court in accordance with §61.16 Fla. Stat. and Rosen v. Rosen, and in accordance with the applicable Florida case law, after considering the extent to which the conduct of each party, and their respective counsel, furthers or frustrates the public policy of the State of Florida to promote the settlement of litigation, and where possible, to reduce the cost of litigation by encouraging cooperation between the parties and their respective counsel.

WHEREFORE, Petitioner respectfully requests that this honorable Court:

- A. Find Respondent in willful contempt of court.
- B. Enter an Income Deduction Order, so that the Petitioner is paid in a timely manner.
- C. Enforce the prior orders of the court by any means available, including, but not limited to, incarceration, compensatory or coercive fines, garnishment, suit money and costs, any and every other coercive sanction or relief permitted by law.
- D. Award Petitioner attorney's fees for necessity of this motion and hearing.

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E. Any other relief to promote justice.

3. The Court entered an **ORDER OF REFERRAL TO GENERAL MAGISTRATE** [Docket Entry #181] on June 23rd, 2008. No **OBJECTION** to the **ORDER OF REFERRAL TO GENERAL MAGISTRATE** issued by either party or legal Counsel.

4. After multiple prior resettings by Former Wife's Counsel, said legal Counsel issued an **AMENDED NOTICE OF HEARING BEFORE GENERAL MAGISTRATE** [Docket Entry #197] on September 12th, 2008 scheduling the evidentiary hearing to occur before General Magistrate Diane M. Kirgin on **January 12th, 2009 at 1:30 P.M.**

5. On October 28th, 2008 the Court issued a **TEMPORARY INJUNCTION (EX PARTE)** [Docket Entry #203] at 10:01 A.M.

6. On January 6th, 2009 the Former Wife's Counsel filed a **NOTICE OF FILING FREEDOM OF INFORMATION ACT REQUEST** [Docket Entry #208] which confirmed that mail is delivered to the 6062 S.W. 19th Court, North Ft. Lauderdale, FL 33068 address to the Former Husband by the United States Postal Service.

7. An **ORDER ON PETITIONER/FORMER WIFE'S MOTION TO DEEM FORMER HUSBAND NOTIFIED OF CONTEMPT HEARING BY U.S. MAIL, ETC.** [Docket Entry #208] issued on January 15th, 2009 deeming that the Former Husband was duly provided due process and notice of the **January 12th, 2009** hearing that occurred before General Magistrate Diane M. Kirgin at **1:30 P.M.**

8. Present at the evidentiary hearing on the Former Wife's **VERIFIED MOTION FOR CONTEMPT/ENFORCEMENT OF FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE DATED MARCH 19, 2008 AND ENTRY OF INCOME DEDUCTION ORDER** [Docket Entry #179] on **January 12th, 2009 at 1:30 P.M.** was the Movant/Former Wife, **PEARLEY SIMMONDS DAWSON**, who was accompanied by her legal counsel, **CATHERINE S. EATON, Esquire**. The Court finds that pursuant to the Court's January 15th, 2009 **ORDER** hereinabove described in **FINDINGS OF FACT** paragraph 7. Is true and accurate to the best of their knowledge and belief.

9. **TESTIMONY OF FORMER WIFE on JANUARY 12th, 2009:** The Former Husband has only paid \$1,200.00 to the Former Wife. There was no notice of the Former Husband's attempt to file bankruptcy but she became aware of it. He listed the Former Wife as a creditor. She was notified thereof through the bankruptcy Court. The Former Wife went and got a copy of all the bankruptcy documents that he filed. She did this because she believed that the Former Husband is a pathological liar. She

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thought that the bankruptcy was not truthful. The Former Wife discovered when reviewing his Financial Affidavit filed in conjunction with the bankruptcy action that the Former Husband deducted from his income and expenses the amount that he should have been paying toward alimony of [REDACTED] per month and the amount that he should have paid to discharge his portion of the hospital bills and the credit card debts but did not. The Former Husband tried to discharge the medical bills in bankruptcy as well as the credit card debt. The Former Wife says that the Former Husband lied in his bankruptcy when he stated that he was currently paying her [REDACTED] per month. The Former Husband failed to appear for the final hearing in the bankruptcy action so it was dismissed. The Former Husband was employed at Miami Dade Transit at the time of divorce. He was an electrical technician there for 10 years. She has no health insurance at this time. She was removed from the policy prior to the settlement of the divorce in November, 2006 from her then Husband's health plan. She has attempted to secure other health insurance but told she was not eligible for COBRA because of the amount of time that lapsed between when she was removed and contacted for reinstatement. She tried to find insurance on the open market but was told that she was uninsurable due to pre-existing conditions. At the time of the Final Hearing the Former Husband was instructed to obtain COBRA, there was a delay, and she checked it out for herself. Her pre-existing conditions are psychological injuries that arose from domestic violence inflicted by her Former Husband. She was diagnosed with PTS, major depression, generalized anxiety and stress induced hypertension, as well as short term memory loss and difficulty concentrating. She has bills for her care which would have been covered but they are not here today. She retained Robin Roshkind's Law Firm to represent her in this matter and agreed to pay [REDACTED] per hour for the attorneys who have worked on the matter and [REDACTED] per hour for paralegal services. She is happy with the representation furnished by her legal Counsel. To date she has expended [REDACTED] in legal fees. She still owes additional fees and costs for pursuing this matter on her behalf. Not aware of the amount of money she owes the firm to date.

10. **TESTIMONY OF CATHERINE EATON on JANUARY 12th, 2009:** The Witness has been a member of The Florida Bar since May, 1999. Approximately 99% of her practice is in the area of marital and family law. The terms of her payment retainer are [REDACTED] to replenish the account but the Former Wife unable to do so. However, because the firm secured an Injunction and filed *Lis Pendens* against the account of Mr. Dawson hoping to be paid in accordance with the terms of the retainer they continued to represent the Former Wife. They hope to get the balance of the account. Several costs that have been expended by the Law Firm in pursuit of this matter, specifically subpoenas, which are hard costs. The majority of the time was

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spent in paralegal hours 19.9 at \$135.00 per hour and attorney's fees of 8 hours not inclusive of today. A significant amount of time was expended in regard to the Former Husband's avoidance of service of process. The service of process fees equal \$228.50. There is a total of 20.20 hours of attorney time; and 68.31 hours of paralegal time. They segregated time for avoidance of service by Former Husband. The Former Wife is seeking *Rosen* fees because of the Former Husband's non-compliance. But for the Former Husband's conduct the Former Wife would not have incurred these fees and costs. The Former Husband was making \$80,000.00 per year and quit his job. She is not receiving what she was entitled to receive. There is a retirement account called an FRS Investment Plan which the Former Husband had but failed to disclose at time of the divorce. It is open and active at that time. The Former Wife would receive a tax penalty if she receives the monies now of 25% less because of tax ramifications.

CONCLUSIONS OF LAW:

1. This Court has continuing jurisdiction over the parties and the subject matter hereof.
2. General Magistrate Diane M. Kirglin has continuing jurisdiction over the parties and the subject matter hereof pursuant to the ***Florida Family Law Rules Of Procedure, Rule 12.490***, local Administrative Order and this Court's **ORDER OF REFERRAL TO GENERAL MAGISTRATE** [Docket Entry #181] on June 23rd, 2008.
3. This Court finds that the Former Husband has a pre-existing obligation to pay [REDACTED] for the Former Wife's health care expenses upon which interest has accrued through the date of hearing on January 12th, 2009 in the amount of [REDACTED] per the Former Wife's Hearing Exhibit #7. There is past due alimony of [REDACTED] through January 12th, 2009 with interest in the amount of [REDACTED] again per the Former Wife's Hearing Exhibit #7. The Former Husband is indebted to the Former Wife in the aggregate amount of \$[REDACTED]. These obligations are in the nature of support and should not be dischargeable in bankruptcy by the Former Husband.
4. This Court finds that the un rebutted testimony is that the Former Husband voluntarily separated himself from gainful employment where he was earning [REDACTED] annually and accruing State of Florida pension benefits. His failure to pay his alimony is willful and contumacious in nature.
5. The Former Husband failed to provide COBRA health insurance coverage for his Former Wife for the 2 year period that she alleges she would have been eligible for same. The Former Wife is not now eligible to receive COBRA health insurance

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coverage. The Former Husband should be responsible for the portion of the Former Wife's health care needs that would have been covered under the COBRA health Insurance policy had it been secured (it being the Former Wife's burden to demonstrate what that amount would have been). The Former Wife did not have that information available at hearing thus, this aspect of her **MOTION** should be **DENIED without prejudice**. Moreover, she did not have copies of any of the bills for health care that she said existed at hearing. The Former Wife's request for the alleged dollar equivalent of the COBRA Insurance premium for her of [REDACTED] per month for 24 months was not supported by the evidence. First the 24 month period has not yet expired yet she is asking to recoup a financial award for the entire amount prior to expiration of the 24 months of rehabilitative alimony. The Former Wife's Hearing Exhibit #9 corroborates that her health Insurance premium would have equaled [REDACTED] per month. The **FINAL JUDGMENT** does not address dental insurance, nor do the injuries that she alleges she sustained psychologically relate to dental care. Thus that aspect of her claim for relief as to dental insurance coverage should fail. The Court finds that the Former Wife should recover the premium equivalent for the period of March, 2008 through January, 2009 in the aggregate amount of [REDACTED]. A money judgment should issue in favor of the Former Wife against the Former Husband for the premium coverage. This obligation is in the nature of child support and should not be dischargeable in bankruptcy.

6. Pursuant to the directives contained in Larsen v. Larsen, 854 So.2d 293 (Fla. 4th DCA 2003) and Vazquez v. Vazquez, 827 So.2d 384 (Fla. 4th DCA 2002) this Court specifically identifies the following items which comprise assets from which the purge hereinafter set forth in the decretal portion of this **ORDER** can be satisfied, to-wit: The Florida Retirement System Investment Plan in the amount of [REDACTED] or thereabouts per Former Wife's Hearing Exhibit #8.

7. The Former Husband has the ability to comply with the previous judgments and orders of this Court and has wilfully refused to do so and has failed to present a valid cause for the delinquency, thus, through the Former Husband's own fault and neglect, he has frustrated the purpose and intent of the Court orders. Garo v. Garo, 347 So.2d 418 (Fla. 1977); Faircloth v. Faircloth, 339 So.2d 650 (Fla. 1976), Florida Family Law Rules Of Procedure, Rule 12.615 (Civil contempt in support matters). Bowen v. Bowen, 471 So.2d 1274 (Fla. 1985); Pompey v. Cochran, 685 So.2d 1007 (Fla. 4th DCA 1997), and In Re: Amendments to the Florida Family Law Rules Of Procedure, 723 So. 2d 208 (Fla. 1998).

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8. The Court finds that the Former Husband secreted his whereabouts so as to frustrate service of process in this case. A considerable amount of time and effort has been expended by the Former Wife and her legal Counsel and Counsel's Paralegal(s) to ascertain the whereabouts of the Former Husband and to identify assets from which a civil contempt purge could be imposed, preserve same and ascertain how to access the Florida Retirement System pension monies to purge the contempt, if any, and/or satisfy the alimony and other debt arrearages.

9. This Court finds that while the hourly rate of \$350.00 per hour is high for Counsel it is in the range of hourly rates charged for marital and family law work of this type in this legal community for these type of proceedings. The Paralegal rate of \$175.00 per hour is very fair and reasonable and well within the middle range of rates charged for paralegals in this legal community for like work. The Court notes that the time expended by the Paralegal(s) permitted Counsel to not incur unnecessary attorney's fees charges in this case. The Court finds that 20.20 hours plus an additional 2.5 hours for the evidentiary hearing and post hearing communication is a fair and reasonable amount of time charged by CATHERINE S. EATON, Esquire or \$7,979.00, 68.31 PARALEGAL(S) hours or \$9,221.85, for the services provided in this case. The Court approves only the service of process costs of \$228.50 and consultation with TIMOTHY C. VOIT, Financial Analyst of \$225.00, as costs that were fairly and reasonable incurred for a total of \$453.50. The Former Wife alleges that suit costs are recoverable herein. There are no "suit costs" in this case.

10. The Former Husband should be required to pay the Former Wife attorney's fees and costs necessitated by his default and subsequent behavior pursuant to *Rosen v. Rosen*, 696 So.2d 697 (Fla. 1997) in the aggregate amount of [REDACTED].

RECOMMENDATIONS:

1. The Former Wife, **PEARLEY SIMMONDS DAWSON**, should have receive and recover from the Former Husband, **ANTHONY DAWSON**, a money judgment in the amount of [REDACTED] {for unpaid alimony, health care expenses and the dollar equivalent of a COBRA health insurance conversion policy through January 12th, 2009 as detailed in **CONCLUSIONS OF LAW** paragraphs 3. and 5. above} for which sum let execution issue forthwith for the reasons hereinabove set forth in the **FINDINGS OF FACT** and **CONCLUSIONS OF LAW** section of this **REPORT**. These obligations is in the nature of support and should not be dischargeable in bankruptcy.

2. The Former Wife, **PEARLEY SIMMONDS DAWSON**, and her legal counsel, **ROBIN RSHKIND, P.A.**, should have, receive and recover from the Former Husband, **ANTHONY DAWSON**, a money judgment in the amount of [REDACTED] in

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attorney's and paralegal fees and costs for which sum let execution issue forthwith for the reasons hereinabove set forth in the **FINDINGS OF FACT** and **CONCLUSIONS OF LAW** section of this **REPORT**.

3. The Former Wife's **VERIFIED MOTION FOR CONTEMPT/ENFORCEMENT OF FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE DATED MARCH 19, 2008 AND ENTRY OF INCOME DEDUCTION ORDER** [Docket Entry #179] should be **GRANTED, in part, and DENIED, in part**, for the reasons hereinabove set forth in the **FINDINGS OF FACT** and **CONCLUSIONS OF LAW** portion of this **REPORT**.

4. The Former Husband should be afforded an opportunity to purge the civil contempt by applying the contents of his **FLORIDA RETIREMENT SYSTEM INVESTMENT PLAN** via **Q.D.R.O.** distribution to the money judgment referenced in paragraph 1. of the **RECOMMENDATIONS** portion of this **REPORT first**. The Former Wife should secure payment through a **Q.D.R.O.** to an account of her choice. If there are additional excess monies after satisfying that obligation, then the monies should be applied to the money judgment set forth in paragraph 2. of the **RECOMMENDATIONS** portion of this **REPORT second**.

5. The Former Wife should be required to prepare and submit the **Q.D.R.O.** to satisfy the purge terms hereinabove referenced in paragraph 4. of the **RECOMMENDATIONS** portion of this **REPORT**. The Court should reserve jurisdiction to enter such other and further orders such as the **Q.D.R.O.**, an order directing the release of the current **INJUNCTION** to facilitate payment under the terms of the **Q.D.R.O.** {if necessary} and an award for any further costs connected therewith to effectuate the intent of this **REPORT**.

6. The Former Husband should be responsible to pay for the portion of the Former Wife's health care needs that would have been covered under the **COBRA** health insurance policy had it been secured {it being the Former Wife's burden to demonstrate what that amount would have been}. The Former Wife did not have that information available at hearing thus, this aspect of her **MOTION** should be **DENIED without prejudice**, to revisit upon proper **MOTION** and **NOTICE**.

7. The Clerk of the Circuit Court should establish a **C.S.E. Ledger** reflecting the terms set forth in the **S.I.S.** form attached hereto and made a part hereof. The original **S.I.S.** form should issue contemporaneous with the entry of the **ORDER** based upon this **REPORT** and filed with the Clerk of the Circuit Court.

DAWSON, Anthony E. and DAWSON, Pearley Simmonds;
Case #502006DR004685XXXXSB-"FZ"; REPORT ON CIVIL CONTEMPT/ENFORCEMENT
HEARING; Page 13

8. Any payments made directly to the Former Wife between the date of Hearing on January 12th, 2009 and the date of entry of the **ORDER** based upon this **REPORT**, or hereafter paid per the Q.D.R.O. . should immediately be reported *in writing* so that General Magistrate Diane M. Kirgin can have the Clerk of the Circuit Court post the appropriate credit to the C.S.E. Ledger.

9. The Former Wife's Counsel should submit an **INCOME DEDUCTION ORDER** and a **NOTICE TO PAYOR** to the General Magistrate prior to entry of the **ORDER** based upon this **REPORT**, to effectuate the terms of this **REPORT** and garnish the prospective rehabilitative alimony and COBRA premium equivalent.


10. The Clerk of the Circuit Court should report the Former Wife's **VERIFIED MOTION FOR CONTEMPT/ENFORCEMENT OF FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE DATED MARCH 19, 2008 AND ENTRY OF INCOME DEDUCTION ORDER** [Docket Entry #179] as **"CLOSED"** for statistical reporting purposes.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing **REPORT ON CIVIL CONTEMPT/ENFORCEMENT HEARING** has been furnished to the persons, at the addresses, via the method of transmittal and on the date hereinafter set forth, as follows, to-wit:

HON. KENNETH D. STERN
 Circuit Judge

CATHERINE S. EATON, Esquire
Robin Roshkind, P.A.
 625 North Flagler Drive
 Suite #509
 West Palm Beach, FL 33401
 Attorney for Former Wife

ANTHONY E. DAWSON

 Former Husband *Pro Se*

DAWSON, Anthony E. and DAWSON, Pearley Simmonds;
Case #302006DR004685XXXXSB-"FZ"; REPORT ON CIVIL CONTEMPT/ENFORCEMENT
HEARING; Page 14

ANTHONY E. DAWSON

[REDACTED]

Former Husband *Pro Se*

ANTHONY E. DAWSON

[REDACTED]

Former Husband *Pro Se*

By:

Diane M. Kirigin
DIANE M. KIRIGIN

General Magistrate

South County Judicial Complex

200 West Atlantic Avenue

#2W-141

Delray Beach, FL 33444

Dated: APRIL 13th, 2009

DMK/dmk (pj-d)
Prep. 03282009

TAPELOG #01122009 [02:00:00 - 02:47:54]

DAWSON, Anthony E. and DAWSON, Pearley Simmonds;
Case #502006DR004685XXXSB-"FZ"; REPORT ON CIVIL CONTEMPT/ENFORCEMENT
HEARING; Page 15



**NOTICE PURSUANT TO FLORIDA FAMILY LAW RULES OF
PROCEDURE, RULE 12.490**

SHOULD YOU WISH TO SEEK REVIEW OF THE REPORT AND RECOMMENDATIONS MADE BY THE GENERAL MAGISTRATE, YOU MUST FILE EXCEPTIONS IN ACCORDANCE WITH RULE 12.490 (f), FLORIDA FAMILY LAW RULES OF PROCEDURE. YOUR EXCEPTIONS MUST BE FILED WITHIN TEN (10) DAYS OF THE ABOVE DATE. SERVE A COPY ON THE OPPOSING PARTY AND THE GENERAL MAGISTRATE. YOU WILL BE REQUIRED TO PROVIDE THE COURT WITH A RECORD SUFFICIENT TO SUPPORT YOUR EXCEPTIONS OR YOUR EXCEPTIONS WILL BE DENIED. THE PERSON SEEKING REVIEW MUST HAVE THE TRANSCRIPT PREPARED IF NECESSARY FOR THE COURT'S REVIEW. ELECTRONIC RECORDING IS PROVIDED IN THIS CIRCUIT AND A COPY OF THE TAPE OF YOUR HEARING CAN BE OBTAINING THROUGH THE OFFICE OF COURT ADMINISTRATION [Telephone: (561)-355-2410].

SUPPORT INFORMATION SHEET

PURSUANT TO S.61.13(10), F.S., THE SECOND PAGE OF THIS DOCUMENT, CONTAINING SOCIAL SECURITY NUMBERS OF THE PARTIES, SHALL BE KEPT CONFIDENTIAL FROM PUBLIC DISCLOSURE. THIS DOCUMENT IS NOT AN ORDER, AND IS FOR ADMINISTRATIVE USE BY THE CLERK. THIS DOCUMENT DOES NOT ESTABLISH OR MODIFY THE RIGHTS OF ANY PARTY. THE FORMAT OF THIS DOCUMENT IS APPROVED BY ADMINISTRATIVE ORDER NUMBER 5.012/12-99, AND SHALL NOT BE AMENDED WITHOUT A NEW ADMINISTRATIVE ORDER.

ANTHONY E. DAWSON and PEARLEY SIMMONDS DAWSON CASE #502006DR004685XXXXSB DIV. "FZ"

- ☒ 1. **PAYMENTS THROUGH STATE DISBURSEMENT UNIT:** All child support and/or alimony and/or arrearage shall be made payable to and mailed to the State of Florida Disbursement Unit, Post Office Box 8500, Tallahassee, FL 32314-8500.
- ☒ 2. **REHABILITATIVE ALIMONY:** The following provisions for payment shall apply: [REDACTED] Total
(Alimony Payment)
- ☐ TEMPORARY \$ _____ ☒ REHABILITATIVE [REDACTED]
☐ PERMANENT PERIODIC \$ _____ ☐ LUMP SUM \$ _____
 Payments shall start on February 1st, 2009 and shall stop on March 31st, 2010
 or upon full payment. (Date) (Date)
- ☐ 3. **ARREARAGE** \$ _____ DUE AS OF _____ \$ _____ Total
(Arrearage Payment)
 Arrearage payments shall start on _____ in the amount of \$ _____
 and shall stop upon full payment. (Date)
- ☐ 4. **HEALTH INSURANCE PREMIUM:** [REDACTED] Total
 Payments shall start on February 1st, 2009 in the amount of \$ _____
 and shall stop on March 31st, 2010.
- ☒ 5. **SERVICE CHARGE:** 4% of each payment, not to exceed [REDACTED] \$ _____ Total
- ☒ 6. **PAYMENT SCHEDULE:** Payment shall be consistent with the Obligor's payroll cycle and made:
- ☐ WEEKLY ☒ MONTHLY (1st) **GRAND TOTAL**
(Add Child Support,
Alimony, Arrearage
or other payment)
☐ EVERY OTHER WEEK ☐ TWICE MONTHLY
☐ (1ST & 15TH) ☐ (15TH & 30TH)

*****CLERK: PLEASE KEEP THIS PAGE SEPARATE FROM FILE AND KEEP CONFIDENTIAL*****

10. PERSONAL INFORMATION:

Person Paying Support (Obligor)

Name: Anthony E. Dawson

Address: [REDACTED]

City/State/Zip: [REDACTED] 9

Phone Number: () _____

Date of Birth: _____ / _____ / _____

Employer: _____

Employer Address: _____

Employer's Phone Number () _____

Person Receiving Support (Obligee)

Name: Pearley Simmonds Dawson

Address: [REDACTED]

City/State/Zip: [REDACTED]

Phone Number: () _____

Date of Birth: _____ / _____ / _____

PREPARED BY: Diane M. Kirigin, General Magistrate

REVIEWED BY: Kenneth D. Stern, Circuit Judge

14470

1499 S. FEDERAL HIGHWAY, UNIT 233
BOYNTON BEACH, FLORIDA 33435
TEL: 561-200-8207

FAX COVER SHEET

To: Florida Retirement Systems
Fax: 1-847-883-9313
From: Pearley M. Simmonds – Alternate Payee
Date: September 9, 2011

Re: Account – Anthony Eric Dawson – [REDACTED] B

Please see attached Draft of QDRO, relative to the FRS Investment Plan.

It should be noted that the following supportive documents were transmitted and received by Hugo yesterday; who today advised that he will be forwarding such documents to the appropriate division, which I believe is the FRS QDRO Administrator.

DOCUMENT DESCRIPTIONNO. OF PAGES

| | |
|---|----|
| Notice of Lis Pendes | 2 |
| Final Judgment of Dissolution of Marriage <i>Pertinent Pages of reference: 6 of 18</i> | 18 |
| Report on Civil/Contempt/Enforcement Hearing | 17 |

- N.B. 1) The retirement account of 'concealment' is the FRS Account which at that time had much more than the \$ [REDACTED].
- 2) The account referenced as having \$1 [REDACTED] was Mr. Dawson's Deferred Comp.

Concerning the document entitled "Report on Civil Contempt/Enforcement Hearing," that is the draft of the judge's intended order; pending receipt of the language for the QDRO, from my former attorney - Robin Roshkind; which to my knowledge she never submitted.

Please feel free to contact me at [REDACTED] should you require any further information or clarification.

Your expedience in the processing would be greatly appreciated.

The FRS Investment Plan

*Qualified
Domestic Relations
Order*

Defined Contribution
Plan Instructions and
Model Language

Instructions for Using the Model Language Provided

General Information

This document contains model language for a defined contribution plan Qualified Domestic Relations Order (QDRO). Pages 1 through 3 contain explanations and instructions that apply to the model QDRO language on pages 4 through 8. The explanations contain answers to most questions you may have about the model language. If you follow the instructions carefully, your domestic relations order should meet all qualifications for approval. Be sure to fill in every line wherever information is requested.

If you would like more information on the qualification process, see the Procedures document.

Since there are a number of different ways to design a QDRO and provide for division of benefits, the Plan makes no representation as to which method is best for the parties involved.

Note: Only court-certified orders can be qualified.

Instructions

1. Plan

In this section, you are asked to specify the defined contribution plan under which the member's benefits are being assigned. The plan name is Florida Retirement System Investment Plan (or FRS Investment Plan).

2. Member

In this section, you are asked to identify the member whose benefits are being assigned. Fill in the following information about the member:

- Complete name
- Current mailing address (including ZIP Code)
- Social Security number
- Date of birth

3. Alternate Payee

In this section, you are asked to identify the alternate payee to whom the benefits are being assigned. Please fill in the following information about the alternate payee:

- Complete Name
- Current Mailing Address (including ZIP Code)
- Social Security Number
- Date of Birth
- Relationship to member

Note: It is acceptable to provide the addresses, Social Security numbers, and/or dates of birth on an attached document which is cross-referenced in the domestic relations order.

4. Marital History

In this section, you are asked for the dates when the participant and the alternate payee were married and divorced. Fill in the dates of marriage and divorce. If you are assigning a marital fraction, these dates will be used to determine the marital fraction.

5. Definitions

The model language includes some defined terms with which you may not be familiar. These terms will be used throughout the order.

6. Benefit Payable to the Alternate Payee

In this section, you are asked to choose one of two options for specifying the dollar amount or percentage of the vested account balance to be paid, when it will be calculated, and whether any outstanding member loans and earnings/losses are to be included in the alternate payee's benefit. Each option uses a different method: Option A uses a straight percentage method, Option B uses a dollar amount method, and Option C uses a marital fraction.

Your order cannot use a combination of these methods. Select one method only.

Option A. Straight Percentage

Please provide the following information:

- The percentage of the member's Vested Account Balance that is to be assigned to the alternate payee
- The date the Vested Account Balance is to be calculated (known as the valuation date)
- Whether the alternate payee's benefit will (or will not) be adjusted for earnings or losses during the period between the valuation date and the liquidation date

Option B. Dollar Amount

Please provide the dollar amount of the member's Vested Account Balance that is to be assigned to the alternate payee.

Option C. Marital Interest

(This option can be used only if the member has previously transferred a benefit in the FRS Pension Plan (Defined Benefit Plan) to the FRS Investment Plan.

Please provide the percentage of the marital interest in the member's vested accrued benefit that is to be assigned to the alternate payee. The member's benefit in the Investment Plan will be valued as the date of the benefit transferred into the Investment Plan.

Note: The marital property fraction will be based on the dates provided in Section 5 of this order and on the participant's employment history.

7. Form of Payment

This section describes the intended form of payment to the alternate payee. Plan benefits are usually paid immediately in a lump-sum cash distribution. This amount reflects any earnings and losses from the liquidation date to the date of distribution to the alternate payee.

8. Commencement

This section states when payment of benefits to the alternate payee will begin. Typically, the Plan permits payment to begin as soon as administratively possible following the determination that the order has been qualified.

9. Death Procedures

This section specifies procedures for payments of benefits under the QDRO in the event of death of either the member or the alternate payee.

10. Retention of Jurisdiction

This section outlines what is required of both parties if the Plan Administrator initially determines that the order is not qualified. It also states that the court (named earlier) expressly reserves jurisdiction over the dissolution proceeding involving the member, the alternate payee, and the member's interest in the Plan.

11. Limitations

This section provides specific legal limits on the order.

12. Taxation

This section explains that any payments made to the alternate payee, who is a spouse or former spouse, will be subject to the appropriate federal, state, and local taxes.

13. Constructive Receipt

This section outlines what the member and the alternate payee are required to do if either receives benefits from the Plan that should have been paid to the other party.

14. Certification of Necessary Information

This section explains that the court may require the member and the alternate payee to certify in writing that the information on which this order is based is accurate.

Note: Only original court-certified orders can be qualified.

END INSTRUCTIONS—MODEL LANGUAGE FOLLOWS

STATE OF Florida CASE # 502006DR004685XXXXSB FZ
 COUNTY OF Palm Beach
 IN THE Circuit COURT OF The 15th Judicial

IN RE TO THE MARRIAGE OF:

Pearley Simmonds - Dawson

Petitioner

and

Anthony Dawson

Respondent

Qualified Domestic Relations Order (Defined Contribution Plan)

This order creates and recognizes the existence of an alternate payee's right to receive a portion of the member's benefits payable under the FRS Investment Plan, which is qualified under Section 401 of the Internal Revenue Code (the "Code"). This order is intended to be a qualified domestic relations order ("QDRO"), as that term is defined in section 206(d) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and section 414(p) of the Internal Revenue Code of 1986, as amended ("Code"). This order is entered pursuant to the authority granted under the applicable domestic relations laws of the State of FLORIDA.

1. Plan

This order applies to the FRS Investment Plan (the "Plan")

Any successor to this plan shall also be subject to the terms of the order.

2. Member

The name, address, Social Security number, and date of birth of the member are as follows:

Name:

Anthony Eric Dawson

Address:

Social Security Number:

Date of Birth:

3. Alternate Payee

The person named as alternate payee meets the requirements of the definition of alternate payee as set forth in Section 4 of this order. The alternate payee's name, address, Social Security number, date of birth, and relationship to the member are as follows:

Name:

Pe [REDACTED] Simmonds

Address:

[REDACTED]

Social Security Number:

[REDACTED]

Date of Birth:

[REDACTED]

Relationship to Member:

[REDACTED]

The alternate payee shall be responsible for notifying the Plan Administrator in writing of any changes in his or her mailing address subsequent to the submission of this order.

4. Marital History

Date of Marriage:

[REDACTED]

Date of Divorce:

[REDACTED]

5. Definitions

Alternate Payee—The alternate payee is any spouse, former spouse, child, or other dependent of a member who is recognized by a domestic relations order as having a right to receive all or a portion of the benefits payable under the Plan with respect to the member.

Liquidation Date—The liquidation date is the date the amount assigned to the alternate payee is transferred from the member's Vested Account Balance to a separate account established for the alternate payee in accordance with the terms of the QDRO. An assignment as of the liquidation date assigns a portion of the member's current Vested Account Balance.

Marital Interest—The marital interest is the member's account balance benefit as of the Transfer Date multiplied by the following fraction:

Number of Marital Years (from the Date of Marriage to the Date of Divorce) while accruing benefits under the Plan

Years of Service during which the member has accrued a benefit under the Plan up to the Transfer Date (the date the member's benefit transferred into the Investment Plan)

Plan Administrator—The Florida State Board of Administration ("SBA") is the Plan Sponsor. SBA has contracted with Hewitt Associates LLC to process domestic relations orders in accordance with the FRS Investment Plan's QDRO requirements. Hewitt's Qualified Order Team will conduct the qualification process.

Transfer Date—The Transfer Date is the date the member transferred a benefit from the FRS Pension Plan (Defined Benefit Plan) into the FRS Investment Plan via an accumulated benefit obligation.

Valuation Date—The Valuation Date is the date on which the member's Vested Account Balance will be valued in order to determine the alternate payee's designated portion in accordance with the terms of this order. Accounts are valued on a daily basis.

Vested Account Balance—The member's Vested Account Balance is the dollar amount the member has a nonforfeitable right to receive from the Plan.

6. Benefit Payable to the Alternate Payee

(Choose Option A, Option B, or Option C. You may not choose more than one option)

☐ **Option A. Straight Percentage**

The order assigns to the alternate payee an amount equal to 100 % of the member's Vested Account Balance under the Plan (identified in Section 1) as of 4-13-2009 (insert applicable Valuation Date).

From the Valuation Date to the liquidation date, the amount assigned to the alternate payee (select one):

- ☒ Will be adjusted for investment earnings (gains and losses) from the Valuation Date to the date as of which the account is established for the Alternate Payee.
- ☐ Will not be adjusted for investment earnings (gains and losses) from the Valuation Date to the date as of which the account is established for the Alternate Payee.

☐ **Option B. Dollar Amount**

This order assigns to the alternate payee an amount equal to \$_____ of the member's Vested Account Balance under the Plan (identified in Section 1) as of the liquidation date.

☐ **Option C. Marital Fraction**

This order assigns to the alternate payee an amount equal to _____ % of the "marital interest" (as defined in Section 4 and 5 above) in the participant's account balance under the Plan (identified in Section 1) as of the Transfer Date.

7. Form of Payment

The alternate payee is eligible for any available form of payment under the provisions of the FRS Investment Plan.

8. Commencement

The alternate payee shall be eligible to receive payment as soon as administratively reasonable following the determination that this order is a Qualified Domestic Relations Order. In no event can the alternate payee begin his or her benefit later than April 1 following the year in which the member attains age 70-1/2.

9. Death Procedures

If the member predeceases the alternate payee prior to payment of the alternate payee's assigned benefits under the QDRO, the alternate payee's benefits will not be affected. In the event of the member's death, the account balance, which remains the property of the member, will be payable to the member's designated beneficiary or in accordance with Plan provisions. This order does not require the member to name the alternate payee as the beneficiary for the benefits not assigned to the alternate payee.

In case of the death of the alternate payee prior to distribution of the alternate payee's benefits under the QDRO, the assigned benefits will be paid to the alternate payee's designated beneficiary or, if none, in accordance with Florida law (Section 121.4501(20)).

10. Retention of Jurisdiction

This matter arises from an action for divorce or legal separation in this court under the case number set forth at the beginning of this order. Accordingly, this court has jurisdiction to issue this order.

In the event the Plan Administrator determines that this order is not a Qualified Domestic Relations Order, both parties shall cooperate with the Plan Administrator in making any changes needed for it to become qualified. This includes signing all necessary documents. For this purpose, this court expressly reserves jurisdiction over the dissolution proceeding involving the member, the alternate payee, and the member's interest in the Plan. This Order hereby vacates any previously issued QDRO in this case.

11. Limitations

Pursuant to Section 414(p)(3) of the Code and except as provided by Section 414(p)(4), this order:

- (i) Does not require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan;
- (ii) Does not require the Plan to provide increased benefits; and
- (iii) Does not require the payment of benefits to an alternate payee that is required to be paid to another alternate payee under another order previously determined to be a Qualified Domestic Relations Order.

12. Taxation

For purposes of Sections 402 and 72 of the Code, any alternate payee who is the spouse or former spouse of the member shall be treated as the distributee of any distributions or payments made to the alternate payee under the terms of the order and, as such, will be required to pay the appropriate federal, state, and local income taxes on such distributions.

13. Constructive Receipt

If the Plan inadvertently pays to the member any benefit that is assigned to the alternate payee pursuant to the terms of this order, the member will immediately reimburse the Plan to the extent the member has received such benefit payments and shall forthwith pay such amounts so received to the Plan within ten (10) days of receipt.

If the Plan inadvertently pays to the alternate payee any benefit that is actually payable to the member, the alternate payee must make immediate reimbursement. The alternate payee must reimburse the Plan to the extent he or she has received such benefit payments and shall forthwith pay such amount so received to the Plan within ten (10) days of receipt.

14. Effect of Plan Termination

If the Plan is terminated, the alternate payee shall be entitled to receive his or her portion of the member's benefits as stipulated herein in accordance with the Plan's termination provisions for members and beneficiaries.

15. Certification of Necessary Information

All payments made pursuant to this order shall be conditioned on the certification by the alternate payee and the member to the Plan Administrator of such information as the Plan Administrator may reasonably require from such parties to make the necessary calculation of the benefit amounts contained herein.

Dated this _____ day of _____, _____

By the court:

Judge's Signature

EXHIBIT 6

Report Selection Criteria

Case ID: 502006DR004685XXXXSB
Docket Start Date:
Docket Ending Date:

Case Description

Case ID: 502006DR004685XXXXSB
Case Caption: PEARLEY SIMMONDS DAWSON V ANTHONY DAWSON
Division: FZ - MARTZ
Filing Date: Monday , April 17th, 2006
Court: DR - DOMESTIC RELATIONS/FAMILY
Location: SB - SOUTH BRANCH
Jury: N-Non Jury
Type: DI - DISSOLUTION
Status: RM - REOPEN - MODIFICATION

Related Cases

No related cases were found.

Case Event Schedule

No case events were found.

Case Parties

| Seq # | Assoc | Expn Date | Type | ID | Name | | |
|-------|-------|-----------|------------|----|--------------------------|----------|------|
| 1 | | | PETITIONER | | DAWSON, PEARLEY SIMMONDS | Aliases: | none |
| | | | | | | | |
| 2 | 1 | | ATTORNEY | | GAINES , ESQ, RICHARD H | Aliases: | none |
| | | | | | | | |
| 3 | | | RESPONDENT | | DAWSON, ANTHONY | Aliases: | none |
| | | | | | | | |
| 4 | | 18-APR- | JUDGE | FB | CROW, JUDGE | Aliases: | none |

| | |
|----------------------------|---|
| Docket Text: | TO CLERK OF COURT ADVISING CHANGE OF ADDRESS |
| 257 | CNOA - CHANGE NAME OR ADDRESS |
| Filing Date: | 20-JUN-2011 |
| Filing Party: | DAWSON, ANTHONY |
| Disposition Amount: | |
| Docket Text: | NOTIFYING THE COURT OF MY CHANGE OF ADDRESS. |
| 258 | AFIN - AFFIDAVIT OF INDIGENCY |
| Filing Date: | 31-OCT-2011 |
| Filing Party: | DAWSON, PEARLEY SIMMONDS |
| Disposition Amount: | |
| Docket Text: | none. |
| 259 | NPNP - NOTICE OF PRODUCTION NON PARTY |
| Filing Date: | 02-MAY-2012 |
| Filing Party: | |
| Disposition Amount: | |
| Docket Text: | none. |
| 260 | NPNP - NOTICE OF PRODUCTION NON PARTY |
| Filing Date: | 02-MAY-2012 |
| Filing Party: | |
| Disposition Amount: | |
| Docket Text: | none. |
| 261 | CNOA - CHANGE NAME OR ADDRESS |
| Filing Date: | 10-MAY-2012 |
| Filing Party: | DAWSON, ANTHONY |
| Disposition Amount: | |
| Docket Text: | none. |
| 264 | SPIS - SUBPOENA ISSUED |
| Filing Date: | 30-MAY-2012 |
| Filing Party: | |
| Disposition Amount: | |
| | DUCES TECUM W/OUT DEPOSITION--ORIG GIVEN TO PET FOR |

| | | |
|----------------------------|-------------------------------|--------------------------|
| Docket Text: | | SVC SP-12-001807 |
| 265 | AFIN - AFFIDAVIT OF INDIGENCY | |
| Filing Date: | | 30-MAY-2012 |
| Filing Party: | | DAWSON, PEARLEY SIMMONDS |
| Disposition Amount: | | |
| Docket Text: | | <i>none.</i> |