

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT, IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

IN RE: THE MARRIAGE OF : FAMILY DIVISION
LEONARD M. HOCHSTEIN, : CASE NO. 2022-TBD
Petitioner, : FLORIDA BAR NO. 316857
and : 393436
LISA MACCALLUM HOCHSTEIN, :
Respondent. :

**HUSBAND’S VERIFIED PETITION FOR DISSOLUTION OF
MARRIAGE AND RELATED RELIEF**

The Petitioner, LEONARD M. HOCHSTEIN (“Husband”), states:

1.0 **Action.** This is an action for dissolution of marriage between the Husband, LEONARD M. HOCHSTEIN, and the Wife, LISA MACCALLUM HOCHSTEIN, brought pursuant to Chapters 26 and 61, Florida Statutes and Article 5, Section 5 of the Florida Constitution.

2.0 **Residency.** Both parties have been *bona fide* residents of the State of Florida in accordance with §61.021, Fla.Stat., for more than six (6) months before the filing of this *Verified Petition for Dissolution of Marriage*. The Court has jurisdiction over the parties and the subject matter therein. Venue is proper in Miami-Dade County.

3.0 **Marriage.** The parties were married on October 24, 2009, in Miami-Dade County, Florida.

4.0 **Marriage Irretrievably Broken.** Irreconcilable differences have arisen between the parties to the extent that their marriage is irretrievably broken and there is no present hope for a meaningful reconciliation.

5.0 **Non-Military Status.** Neither party is presently in the military service of the United States or any of its allies.

6.0 **Parenting Plan.**

6.1 **Minor Children.** The parties have two minor children. They have a daughter, EMH, year of birth 2019, age 2, and a son, LMH, year of birth 2015, age 6. The Wife is not pregnant and no further children are contemplated.

6.2 **Uniform Child Custody Jurisdiction and Enforcement Act.** The Husband has filed his *Uniform Child Custody Jurisdiction and Enforcement Act Affidavit* in conjunction with this Petition.

6.3 **Parental Responsibility.** Both parties married each other with the full intent of starting a family and becoming parents together. They delight in being parents to their two children. The Husband's goal is to ensure the children enjoy the benefits derived from a congenial and cooperative shared parenting relationship that is focused on the best interest of the children. The Court should order that the parties abide by the dictates of shared parental responsibility in connection with decisions affecting the minor children, in accordance with §61.13, Fla.Stat.

6.4 **Time-Sharing.** The Court should establish, create, and develop a parenting plan, including a timesharing schedule, that in the best interest of the minor children, pursuant to the factors enumerated in §61.13(3), Fla.Stat., which provides for each parent to enjoy frequent and substantial timesharing with the minor children.

7.0 **Prenuptial Agreement.** The parties, both of whom were represented by counsel, entered into a Prenuptial Agreement in anticipation of their marriage. The Prenuptial Agreement fixes their respective rights and/or claims in the property or estate of the other and to their

marital estate, and provides for spousal support. The Prenuptial Agreement is not being filed with the Court at this time, based upon the agreement of the parties.

8.0 **Equitable Distribution.**

8.1 Equitable Distribution - Non-Marital Assets and Liabilities. All non-marital assets and liabilities should be identified and set aside to each party in accordance with the terms of the Prenuptial Agreement.

8.2 Marital Property. The parties may have acquired marital assets and debts during the course of their marriage. Any marital assets and debts should be distributed by the Court in accordance with the terms of the Prenuptial Agreement.

9.0 **Spousal Support.** The Husband agrees to pay spousal support in accordance with the terms of the Prenuptial Agreement. This payment exceeds the relief afforded the Wife by §61.08, Fla.Stat.

10.0 **Child Support.**

10.1 Ongoing Support: The Husband intends to fully provide for all of the children's needs when they are with him and when they are with the Wife. The Husband anticipates the parties will agree to a time-sharing schedule in which each parent enjoys frequent time-sharing, including overnight time-sharing, with their two minor children. He is aware that when both parents enjoy "substantial time-sharing," §61.30, Fla.Stat. automatically requires application of a different formula than when the parents do not both enjoy "substantial time-sharing." This would result in a significantly reduced child support payment to the Wife. If the parties agree to a "substantial time-sharing" schedule, the Husband will voluntarily waive application of the "substantial time-sharing" statutory child support formula. This will permit both parties to develop a "substantial time-sharing" schedule that allows each to spend frequent

and significant time with the minor children, (which is in the children's best interest), without a financial detriment to the Wife. A completed Child Support Guidelines Worksheet will be filed.

10.2 Health Insurance and Medical Expenses. The Husband maintains the minor children on his health insurance policy and pays for their medical expenses not covered by insurance. Although Florida law requires the parties to equitably share in these expenses, the Husband agrees to continue to provide the children with health insurance and to pay 100% of their reasonable and agreed-upon medical expenses.

10.3 Private School and Enrichment Activities. The Husband embraces the opportunity to provide the minor children with the best possible academic opportunities and enrichment activities. Although Florida law requires the parties to equitably share in these expenses as an aspect of child support, the Husband agrees to pay 100% of the children's agreed-upon enrichment activities and private school.

10.4 Dependency Exemption: The parties should apportion in an equitable fashion any tax dependency exemptions, tax credits, or tax benefits regarding the minor children.

10.5 Life Insurance: The Husband will maintain life insurance in an amount sufficient to secure his child support obligations.

11.0 **Professional Fees and Costs.**

11.1 The Husband has retained Richard J. Preira, Esquire of RCC Family Law. He has agreed to pay said firm reasonable attorney's fees for legal services rendered in connection with this matter. The Husband intends to amicably resolve this matter as expeditiously as possible and is willing to attend an early mediation in an attempt to globally resolve all issues.

11.2 The parties agreed to dissolve their marriage at least a month ago. Both parties engaged counsel to represent them in these proceedings. The Husband has offered to advance temporary professional fees to the Wife's counsel. He is hopeful the Wife shares his goal of amicably and efficiently dissolving their marriage, which is in the best interest of their shared children.

11.3 In the event the Wife engages in frivolous or unnecessary litigation, or acts in an unreasonable manner that leads to the unnecessary incurrence of attorney fees, she should be solely responsible for any attorney fees or costs incurred by her. She should also be ordered to reimburse the Husband for his professional fees incurred as a result of litigious conduct on her part.

WHEREFORE, based upon the foregoing, the Husband prays that:

A. A Final Judgment be entered by this Court that dissolves the marriage of the parties, *in vinculo matrimonii*.

B. The Court enact a parenting plan that provides for the parties to enjoy shared parental responsibility and time-sharing, pursuant to §61.13, Fla.Stat.

C. The Court adopt and uphold the Prenuptial Agreement and enforce the terms and conditions thereto.

D. The Court identify the parties' marital and non-marital assets; determine each parties' respective right, title and interest in those assets based upon the Prenuptial Agreement; and distribute said assets between the parties in accordance with the Prenuptial Agreement and §61.075, Fla.Stat.

E. The Court order child support in accordance with §61.30, Fla.Stat. and Florida's child support guidelines, recognize the Husband's intent to provide the minor children

with health insurance, enrichment activities, a private school education, and other benefits at his sole expense, and equitably apportion the tax dependency exemption and other tax benefits related to the minor children.

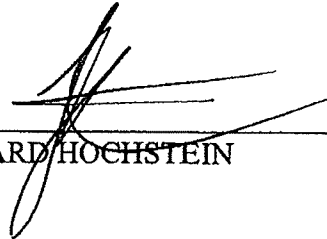
F. The Court award professional fees and costs to the Husband should the Wife engage in vexatious or litigious conduct in these proceedings or if the Wife acts in contravention of the Prenuptial Agreement.

G. The Court award the Husband such other and further relief as it may deem just, proper and appropriate.

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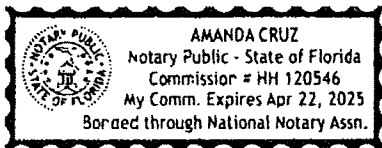
I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this Petition, and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated: 5/20/22


LEONARD HOCHSTEIN

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Sworn to or affirmed and signed before me on MAY 20th, 2022, the following was acknowledged by means of [] physical presence or [] online notarization, by Leonard M. Hochstein, [] who is personally known to me to be the person described in and who executed the foregoing, or [] who has produced as identification Divulgence.




Notary Public/Deputy Clerk

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was electronically served in compliance with Rule 2.516(a) and Administrative Order 13-49 through Florida Courts E-filing Portal this 20th day of May, 2022 to: Paul S. Leinoff, Esq., Leinoff & Lemos, P.A., 7301 SW 57th Court, Suite 545, South Miami, Florida 33143; eservice@llpa.com; paul@llpa.com and amanda@llpa.com.

Respectfully submitted,

RCC FAMILY LAW
Richard J. Preira, Esquire
Kira E. Willig, Esquire
Attorneys for Petitioner/Husband
American Airlines Building
901 Ponce de Leon Boulevard, Suite 601
Coral Gables, FL. 33134
Phone: (305) 351-9522
Fax: (305) 305-735-6678
Service E-mail Addresses:
Richard.Preira@rccfamilylaw.com
Service@rccfamilylaw.com
Kira.Willig@rccfamilylaw.com

By: /s/Richard J. Preira
Richard J. Preira