IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FIFTH DISTRICT

NOT FINAL UNTIL TIME EXPIRES TO FILE MOTION FOR REHEARING AND DISPOSITION THEREOF IF FILED

NIKITA AGER,

Appellant,

v. Case No. 5D20-1545

JEFFREY BERGER,

Appellee.

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Opinion filed September 10, 2021

Appeal from the Circuit Court for Seminole County,
Alan A. Dickey, Judge.

M. Shannon McLin and William D. Palmer, of Florida Appeals, Orlando, and David A. Sims, Law Office of David A. Sims, Little Rock, Arkansas, for Appellant.

Mark S. Troum, of The Troum Law Firm, P.A., Maitland, for Appellee.

PER CURIAM.

The Mother, Nikita Ager, appeals the trial court's final judgment of modification of a foreign judgment of paternity from California arguing, *inter*

alia, that paragraph 24 and paragraph 34 of the judgment are internally inconsistent and must be clarified. We affirm in all respects but write briefly to explain our analysis on this issue.

Paragraph 24 requires the Mother to pay for health insurance coverage for the parties' minor child so long as she continues to qualify for subsidized insurance coverage pursuant to the Affordable Care Act. Paragraph 24 also specifically requires the Father, Jeffrey Berger, to provide insurance coverage if the Mother ever loses coverage pursuant to the Affordable Care Act.

Paragraph 34, on the other hand, generally states that "[f]or as long as either party has a legal duty to support the child, who is the subject of this Final Order of Modification, or until further order of the Court, Mother shall continue to provide the child's current health, dental, vison insurance coverage, and shall be responsible for the cost associated thereof."

If we read each paragraph in isolation, the Mother's argument might have some merit. Indeed, even the Father seems to concede on appeal that paragraphs 24 and 34 are conflicting and need to be clarified. Nevertheless, we disagree with the Mother, and we are not bound by the Father's confession of error. *Cf. Schroeder v. MTGLQ Inv'rs, L.P.*, 290 So. 3d 93, 96 (Fla. 4th DCA) ("[E]ven if we deemed the statement admitting nonpayment

of the taxes as a concession of error, we are not bound by the concession." (citation omitted)), *rev. denied*, No. SC20-368, 2020 WL 3525940 (Fla. June 30, 2020).

As we have explained, "like marital settlement agreements and other types of contracts, paragraphs and provisions in dissolution orders do not exist in hermetically sealed compartments." *Arcot v. Balaraman*, 57 So. 3d 907, 908–09 (Fla. 5th DCA 2011) (citation omitted).

While paragraph 34 could have been drafted to expressly recognize paragraph 24, if we read these provisions together, rather than in isolation, we conclude there is no ambiguity. Paragraph 24 specifically and clearly provides that the Mother is required to provide coverage for the parties' minor child so long as she remains qualified for coverage under the Affordable Care Act and that the cost shifts to the Father if the Mother loses that coverage.

In our view, paragraph 34's general statement that the Mother "shall continue to provide the child's *current* health, dental, vison insurance coverage" simply recognizes that the status quo will continue unless the Father's obligation to provide coverage in paragraph 24 is triggered. (emphasis added).

AFFIRMED.

EISNAUGLE, NARDELLA and WOZNIAK, JJ., concur.