NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING
MOTION AND, IF FILED, DETERMINED

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA
SECOND DISTRICT

NEVADA BEDWELL, JR.,	)	
	)	
Appellant,	)	
	)	
v.	)	Case No. 2D20-1305
	)	
MICHELLE BEDWELL,	)	
	)	
Appellee.	)	
	)	

Opinion filed May 12, 2021.

Appeal from the Circuit Court for Lee County; Leigh Frizzell Hayes and Carolyn Swift, Judges.

Brian P. North of Kenny Leigh & Associates, Fort Walton Beach, for Appellant.

Allison M. Perry of Florida Appeals, P.A., Tampa, for Appellee.

CASANUEVA, Judge.

Nevada Bedwell, Jr., the Former Husband, appeals the final judgment of dissolution of marriage entered by the Circuit Court of Lee County following a transfer of venue. He raises five claims of error on appeal. Michelle Bedwell, the Former Wife, concedes error involving two of the claims. We concur that those concessions of error

are appropriate. Accordingly, we grant relief and reverse on those issues, as discussed below. As to the remaining issues, including the dissolution of the parties' marriage, we affirm without further discussion.[1]

The first claim requiring reversal is that a successor judge improperly rendered the final judgment that is the subject of this appeal. The facts surrounding this claim are as follows. The final hearing was held in August 2018 before Judge Hayes. A final judgment was entered on November 7, 2018, signed by Judge Hayes. However, the Former Husband had filed a petition for relief in the bankruptcy court, which was pending at the time the November 7, 2018, final judgment was entered. On November 1, 2019, the federal bankruptcy court entered an order ruling that the 2018 judgment was "null and void to the extent that it determines the division of property or fees related thereto." The order also terminated the automatic stay, clearing the way for a new judgment to be entered in the dissolution case.

By that time, Judge Hayes had rotated to the civil division, and the dissolution case was passed on to the successor judge, Judge Swift. Judge Swift ultimately entered a final judgment of dissolution of marriage on March 23, 2020. The final judgment is the same as that entered in 2018, and the signature line reflects that it was signed by Judge Swift "for" Judge Hayes. It is this final judgment that is presented for our review.

The facts surrounding this issue are undisputed, and we review the question of law de novo. See Love v. State, 286 So. 3d 177, 183 (Fla. 2019)

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[1]Regarding the Former Husband's claim that the original trial court erred by transferring venue of this action to Lee County, after examining the record, we conclude the trial court did not err.

(recognizing that a pure question of law is reviewed de novo). In Bradford v. Foundation & Marine Construction Co., 182 So. 2d 447 (Fla. 2d DCA 1966), a case in which the trial had been conducted before a judge without a jury, this court adopted the following rule: "[W]here oral testimony is produced at trial and the cause is left undetermined, the successor judge cannot render verdict or judgment without a trial de novo, unless upon the record by stipulation of the parties." Fry v. Fry, 887 So. 2d 438, 440 (Fla. 2d DCA 2004) (quoting Bradford, 182 So. 2d at 449). This is so because the successor judge had no opportunity to hear and observe the witnesses in the act of testifying. Id. We have continued to follow this rule. See, e.g., K.B. v. Dep't of Children & Family Servs., 932 So. 2d 1148, 1149 (Fla. 2d DCA 2006) ("[T]he final judgment was improperly entered by a successor judge.").

Our record reflects no stipulation by the parties, and the Former Wife concedes that the successor judge should not have signed the final judgment in place of the judge who heard the testimony and evidence at the final hearing. We thus reverse and remand with instructions for the entry of a final judgment to be signed by Judge Hayes. If Judge Hayes is unavailable or otherwise unable to enter the final judgment, a de novo hearing will be required, absent a stipulation by the parties. See id. at 1150.

The second issue for which error was conceded was the Former Husband's claim that the trial court failed to differentiate between amounts awarded for child support and amounts awarded for alimony in the temporary support order. We agree.

At the beginning of the final hearing the trial court recognized that, in the absence of an agreement, it would be required to differentiate the amounts awarded as

child support and alimony. Unfortunately, the final judgment rendered here does not reflect such a determination. Thus, we reverse for the trial court to delineate what portion of the temporary support award was for child support and what portion was for alimony. See Dorsey v. Dorsey, 266 So. 3d 1282, 1288 (Fla. 1st DCA 2019). The amount determined to be child support should be in accordance with the child support guidelines in effect at the time of the temporary order. Id.

Affirmed in part; reversed in part; remanded with directions.

VILLANTI and BLACK, JJ., Concur.