

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

IN RE: THE MARRIAGE OF:

CASE NO.: 50-2022-DR-009003-XXXX-NB

DENNIS HARKIN,
Petitioner/Husband,

FAMILY DIVISION: FJ

and

LAUREN HARKIN,
Respondent/Wife.

_____ /

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE WITH MINOR CHILDREN

THIS CAUSE having come before the Court on November 16, 2022, for an uncontested Final Hearing upon the *Husband's Verified Petition for Dissolution of Marriage* [DE: 14] and the Court having reviewed the file and being otherwise duly and fully apprised in the premises, makes the following findings of fact:

1. This is an action for dissolution of marriage.
2. The Petitioner has been a resident of the State of Florida for more than six months before filing his Petition for Dissolution of Marriage.
3. The parties were married to each other on February 15, 2008 in New York.
4. Three (3) minor children were born of the marriage, to wit: AKH, a female, born 2009; EAH, a female born, 2009, and OPH, a male born 2012. The Wife is not pregnant, and no additional issue is contemplated.
5. The Court finds that the marriage between the parties is irretrievably broken.

6. The parties voluntarily entered into a Marital Settlement Agreement and Parenting Plan on October 11, 2022. The Marital Settlement Agreement and Parenting Plan resolve all issues attendant to the parties' marital relationship including, but not limited to, parenting and timesharing, relocation, child support, division of property, alimony, and attorneys' fees and costs. The Marital Settlement Agreement (along with all exhibits, including the Parenting Plan and child support guidelines) is attached hereto and incorporated herein as Exhibit "1".

WHEREFORE, it is **ORDERED AND ADJUDGED** as follows:

A. The Court has jurisdiction over the parties hereto and the subject matter herein.

B. The marriage of the parties is dissolved because the marriage is irretrievably broken, and each spouse is restored to the status of being single and unmarried.

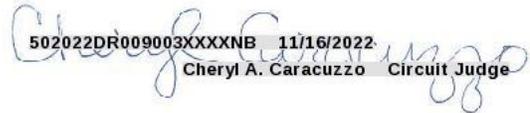
C. The parties voluntarily entered into a Marital Settlement Agreement on October 11, 2022. The parties' Marital Settlement Agreement (along with all exhibits, including the Parenting Plan and child support guidelines) attached to this Final Judgment as Exhibit "1" is hereby ratified, adopted, confirmed, and incorporated but not merged herein, and the parties are ordered to abide by the terms thereof.

D. The parties voluntarily entered into a Parenting Plan on October 11, 2022. The parties' Parenting Plan attached to the Marital Settlement Agreement as Exhibit "A" is hereby ratified, adopted, confirmed, and incorporated herein, and the parties are ordered to abide by the terms thereof.

E. Except to the dissolution of marriage, the Court retains jurisdiction of this cause and the parties to enforce the terms of the Marital Settlement Agreement, Parenting Plan, and this Final Judgment, and for any purpose stated in the Marital Settlement Agreement and/or

Parenting Plan. The court retains jurisdiction to adjudicate and enforce any and all charging liens. The Court retains jurisdiction to modify as may be allowed by law.

DONE AND ORDERED in Palm Beach Gardens, Palm Beach County, Florida.


502022DR009003XXXXNB 11/16/2022
Cheryl A. Caracuzzo Circuit Judge

502022DR009003XXXXNB 11/16/2022
Cheryl A. Caracuzzo
Circuit Judge

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

IN RE: THE MARRIAGE OF:

CASE NO.: 50-2022-DR-9003 NB
DIVISION: FJ

HARKIN, DENNIS P,
Petitioner/Husband,

and

HARKIN, LAUREN M,
Respondent/Wife.

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made in Palm Beach County, Florida between the Wife, LAUREN M., hereinafter referred to as the "Wife" and the Husband, DENNIS P., hereinafter referred to as the "Husband".

1. STATUS OF PARTIES: The parties were married on February 15, 2008. Unhappy differences have arisen between the parties and, as a result, Wife and Husband intend to live separate and apart from each other and desire to settle and adjust all matters relating to (a) their marital duties; (b) past, present, and future support of the other; (c) all property rights, both real and personal, that each may have by virtue of their marriage or otherwise; and (d) payments in the nature of support and all other allowances which either may be entitled to in the event of a dissolution of marriage.

2. PURPOSE OF AGREEMENT AND CONSIDERATION: The purpose of this Agreement is to affect a complete and final settlement with reference to each other of all the respective property of the parties and for all support obligation between the parties.

3. PARENTING PLAN: The parties have three (3) minor children born of this marriage, to-wit: AKH., a female, born 2009, EAH., a female born, 2009, and OPH., a male born

2012. The parties acknowledge and agree the parenting plan incorporated into this Agreement is in the best interests of the minor children. The Parenting Plan for the minor children is attached hereto as Exhibit "A".

4. **CHILD SUPPORT:** Based upon the parties' monthly gross incomes, the timesharing schedule, and the cost of health insurance, the Husband shall pay to the Wife child support in the amount of \$ 379 for AKH, EAH, and OPH. Upon emancipation of AKH, the Husband shall pay to the Wife child support in the amount of \$ 241 for EAH, and OPH. Upon emancipation of EAH the Husband shall pay to the Wife child support in the amount of \$ 53 for OPH.

Payment from the Husband shall be made bi-monthly directly to the Wife with the first installment due after the sale of the marital residence. The Husband shall pay child support as provided herein until modified by court order, or until the date of the earliest occurrence of one of the following events as to each minor child:

i. The minor child reaches the age of eighteen (18) or if the child is between the ages of eighteen (18) and nineteen (19), a dependent in fact and still in high school performing in good faith with a reasonable expectation of graduation before the age of nineteen (19), the child support shall continue for that child until the child graduates high school or attains the age of nineteen (19) years (whichever comes first):

ii. The minor child marries;

iii. The minor child dies;

iii. The minor child enters one of the armed services of the United States; or

iv. The minor child becomes otherwise emancipated.

5. **MINOR CHILD'S HEALTH INSURANCE:** The Husband shall maintain health

insurance for the minor children. All reasonable and necessary medical expenses, vision expenses, dental expenses, including orthodontia and psychological expenses, and any other extraordinary expenses of the minor children that are not covered by medical insurance including co-insurance payments shall be paid 50/50 between husband and wife. Except in the case of an emergency, neither party shall incur any such expense without the consent of the other who shall not unreasonably withhold consent.

6. **EQUITABLE DISTRIBUTION:** The parties' assets and liabilities shall be distributed in accordance with the following paragraphs. Except as otherwise provided in this Agreement, each party shall assume and pay all costs related to their possession or ownership of his and her respective assets and further agrees to indemnify and hold the other harmless with respect to their ownership hereto. The parties agree to sign whatever documents may be necessary to accomplish the transfer of said funds/assets and agree that the court may reserve jurisdiction to the extent necessary to enter future orders to accomplish the transfer of said funds/assets.

a. **Marital Residence.** The marital residence located at 822 Madison Court, Palm Beach Gardens, Florida 33410 is jointly titled in the names of the parties. The parties agree to sell the marital residence and split the net proceeds. Upon execution of this agreement the Wife shall have exclusive use and possession of the marital residence until such time as the residence is sold. During this time the Husband and Wife shall continue to be responsible for all carry costs associated with the marital home including insurance, taxes, lines of credit, mortgages, homeowners, and all utilities for the marital residence. All necessary repairs to the marital home, in order sell same, shall be agreed upon by both parties and paid by the Husband and Wife. Agreement to same shall not be unreasonably withheld. Both parties agree to execute, acknowledge, and deliver all documents and/or instruments to the other to sell the property,

specifically including a Florida Bar "As-Is" Contract.

Prior to the equal distribution of the net proceeds to the parties, and liens, encumbrances and mortgage(s) on the property shall be paid in full. All property taxes associated with the property as well as the closing costs shall then be satisfied.

b. Automobiles.

i. **Wife's 2019 Jeep Grand Cherokee.** The parties agree Wife shall maintain possession of her 2019 Jeep Grand Cherokee which is financed. Wife shall be responsible for all finance payments and insurance due on said vehicle and shall indemnify and hold the Husband harmless as to the use, occupancy, possession, and financing of said motor vehicle.

ii. **Husband's 2020 Jeep Wrangler.** The parties agree the Husband shall maintain possession of his 2020 Jeep Wrangler which is financed. Husband shall be responsible for all finance payments and insurance due on said vehicle and indemnify and hold the Wife harmless as to the use, occupancy, possession, and financing of said motor vehicle.

c. **Bank/Retirement Accounts.** The parties' joint bank accounts will be equally distributed and/or closed so that there are no further monies due to either party from the distribution of the party's joint bank accounts. Except as provided herein, all interest in other financial accounts, including but not limited to checking accounts, savings accounts, brokerage accounts, money market accounts, investment accounts or instruments, mutual funds, stocks, bonds, retirement accounts, pensions, and/or any investment of any kind shall be retained by the individual in whose name the account is titled.

The parties shall equally distribute the marital portion of the following retirement plan accounts: 1) Fidelity IRA ; 2) ADP 401k. If necessary, each party's interest shall transfer by Qualified Domestic Relations Order. The parties shall be equally responsible for the cost of this drafting and in any fees that may be incurred by either party for these transfers. Within thirty (30) days of the Effective Date of this agreement, the Husband shall provide whatever documentation is reasonably required for the transfer of funds to the Wife, or for the drafting of the Qualified Domestic Relations Orders.

d. Life Insurance. Each party shall retain the life insurance policies titled in their own name. Each party waives all right, title and interest he or she may have in the other party's life insurance plans.

e. Jewelry. Each party shall retain all jewelry in their respective possession as their sole and separate property, free from any claim of from the other party.

f. Personal Effects. Other than the property described in this agreement subject to division, the parties acknowledge and agree that they have already distributed most of their personal effects. Should either party come upon personal effects of the other including, but not limited to photos, clothing, or memorabilia they will return it to the other without costs.

g. Furniture. The parties shall cooperate with division of the furniture, artwork, dishes, cookware, flatware, electronics, linens, and towels in the marital home. Should the parties not be able to agree, they will proceed to private mediation without the assistance of attorneys. If the parties cannot reach an agreement at mediation, the court shall have jurisdiction to effectuate the division of the furniture.

h. Credit cards: The Husband shall be responsible for all credit cards in his name, and he acknowledges and agrees to indemnify the Wife and shall hold the Wife harmless from all

charges associated with any credit card(s) in the Husband's name. The Wife shall be responsible for all credit cards in her name, and she acknowledges and agrees to indemnify the Husband and shall hold the Husband harmless from all charges associated with any credit card(s) in the Wife's name. The parties acknowledge that they have no joint credit cards. The parties acknowledge and agree that neither of them has made any charges on the others credit cards. The Husband acknowledges and agrees that if he has made any credit card charges on any credit cards titled in the Wife's name, he will be responsible for the timely and full payment of same and agrees to indemnify the Wife and hold her harmless for same. The Wife acknowledges and agrees that if she has made any credit card charges on any credit cards titled in the Husband's name, she will be responsible for the timely and full payment of same and agrees to indemnify the Husband and hold him harmless for same.

6. **ALIMONY:** The parties agree the Husband shall pay permanent periodic alimony in an amount of \$ 2,000.00 per month starting after the sale of the marital residence and continuing the first and fifteenth day of each month thereafter for a period of 5 years. This alimony obligation shall terminate upon the death of either party or upon the remarriage of the Wife and may be modified or terminated based upon a substantial change in circumstances or upon the existence of a supportive relationship.

7. **TAX RETURNS:** The Husband and Wife shall file joint tax returns for the year 2022 and an individual tax return every year thereafter. For so long as AKH. can be claimed as a minor/dependent for income tax purposes, the Husband shall claim AKH. and take all exemptions and deductions associated with AKH. For so long as EAH. can be claimed as a minor/dependent for income tax purposes, the Wife shall claim EAH. and take all exemptions and deductions associated with EAH. For so long as OPH. can be claimed as a minor/dependent for income tax

purposes, the parties shall alternate taking all deductions and exemptions associated with OPH. each year with the Wife taking the exemptions, deductions, and credits in even years and the Husband in odd years.

8. **GENERAL PROVISIONS:** Reconciliation shall not abrogate the provisions of this Agreement relating to the parties' property rights and support. The parties shall live separate lives at a place of their own choosing without interference from the other. Neither party shall in any way molest or disturb the other or attempt to associate, cohabit, or dwell with the other party. Each party shall own, free of any claim or right of the other, all the items of property real, personal, tangible, or mixed, which under this Agreement, will be owned by Husband or Wife or to which either of them may be beneficially entitled to, with the full power to dispose of it.

Within a reasonable time after written demand, each party shall execute, acknowledge, and deliver all documents or instruments required to carry out the provisions of this Agreement. If either party fails on demand to comply with this provision, the party shall pay to the other party all attorneys' fees, costs, and other expenses reasonably incurred because of such failure.

On the effective date of this Agreement, except as otherwise set forth herein the parties acknowledge that they do mutually remise, release, and forever discharge each other from any and all actions, suit, claims, demands, or obligations whatsoever, in law or in equity, which either of them had, has or may hereafter have against the other upon or by reason of manner, cause, or thing existing up to the effective date of this Agreement, it being the intention of the parties that after the effective date of this Agreement, there shall be between them only such rights and obligations as are specifically provided for herein, including, but not limited to, rehabilitative alimony, and equitable distribution.

9. **DISSOLUTION OF MARRIAGE:** Nothing contained in this Agreement shall be construed to prevent either party from obtaining a dissolution of marriage in any jurisdiction and this Agreement may be offered in evidence by either party in any dissolution action, and if acceptable to the Court, shall be incorporated by reference in the judgment that may be rendered. However, notwithstanding incorporation in the judgment, this Agreement shall not be merged in it, but shall survive the judgment and be binding upon the parties for all time.

10. **AGREEMENT BINDING:** This Agreement and all obligations and covenants hereunder shall bind the parties hereto, their heirs, executors, administrators, legal representatives, and assigns.

11. **REPRESENTATIONS:** The parties represent to each other that:

b. The parties fully understand the facts as to their legal rights and obligations. Each is signing the Agreement freely and voluntarily, intending to be bound by it.

c. The parties have made a full disclosure of their assets and current financial condition.

d. Each party understands and agrees that this Agreement constitutes the entire contract between the parties and supersedes any prior understanding or agreement. There are no representations or warranties other than those set forth in this Agreement.

e. The laws of Florida shall govern the validity, construction, interpretation, and effect of this Agreement.

12. **WAIVER OF RIGHT AT DEATH:** Except as provided in this Agreement, each party releases the other's estate and personal representative, of and from all claims and demands for dower, curtesy, elective share, widow's allowance, right to take in intestacy, right to serve as

personal representative, and election to take against the other's will to the same extent as if the parties had never been married.

13. **ATTORNEY'S FEES AND COSTS:** Each party will bear the cost their own attorneys' fees and/or costs incurred in the dissolution process.

14. **SUBSEQUENT DEBTS AND INDEMNIFICATIONS:** Except for the debts and obligations created or assumed hereunder, each party agrees to pay and hold the other harmless for all personal debts and obligations incurred by him or her from this date on. If any claim, action, or proceeding is hereafter brought, seeking to hold the other party liable on account of these debts and obligations, the party will, at his or her own expenses, defend the other party against the claim, action or proceeding, whether well-founded and indemnify the other party against any loss resulting therefrom.

15. **EFFECTIVE DATE OF THIS AGREEMENT:** The parties agree that the effective date of this Agreement shall be the date upon which the last party hereto executes the same. Further, the parties agree that this Agreement shall not be introduced into any court proceedings whatsoever unless executed by both parties hereto.

16. **PARTIAL INVALIDITY:** The parties agree that, in the event any clause or portion of this Marital Settlement Agreement shall be held invalid by any court of competent jurisdiction, it is specifically understood, acknowledged and agreed that such invalid clause or portion of this Agreement shall have no force and effect upon the validity of any other portion of this Agreement and all of the other portions of this Agreement shall remain in full force and effect, and remain valid and enforceable.

17. **AUTHORSHIP:** In the event that any dispute arises respecting the construction or interpretation of this Agreement, then the same shall be deemed to have been drafted and prepared by both parties.

18. **COPIES:** The parties agree that this Agreement shall be signed in original form and one or more copies. Further, the parties agree that, when the copies are executed with the same formality, and in the same manner as the original Agreement, said copies shall constitute duplicate original Agreements.

19. **PARAGRAPH HEADINGS:** Paragraph headings are provided for convenience in locating paragraphs and are not intended to add or detract anything from the language of the clauses in the paragraphs.

END OF AGREEMENT

Exhibit A

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

IN RE: THE MARRIAGE OF:

CASE NO.: 50-2022-D R-9003
DIVISION: FJ NB

HARKIN, DENNIS P.
Petitioner/Husband,

and

HARKIN, LAUREN M.
Respondent/Wife.

PARENTING PLAN

There are three (3) minor children born of this marriage, to-wit: A.K.H., a female, born 2009, E.A.H., a female born, 2009, and O.P.H., a male born 2012. The parties acknowledge and agree the parenting plan incorporated into this Agreement is in the best interests of each minor child.

1. **Jurisdiction.** The United States is the country of habitual residence of the child. The State of Florida is the child's home state for the purposes of the Uniform Child Custody Jurisdiction Enforcement Act. This Parenting Plan is a child custody determination for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act; the International Child Abduction Remedies Act, 42 U.S.C. Sections 11601 et seq.; the Parental Kidnapping Prevention Act, and the Convention on the Civil Aspects of International Child Abduction enacted at the Hague on October 25, 1980, and for all other state and federal laws. The parties acknowledge and agree the parenting plan incorporated into this Agreement is in the best interests of each minor child.

2. **Shared Parental Responsibility.** Shared Parental Responsibility is in the best interests of the children and the parents shall confer and jointly make all major decisions affecting

the welfare of the children. Major decisions include, but are not limited to, decisions about the child's education, healthcare, dental, behavioral, sports, extracurricular activities, and other responsibilities unique to this family. Agreement and consent on decision making shall not be unreasonably withheld. In accordance with Florida Statute 61.13(2)(b), either parent may consent to mental health treatment for a minor child.

3. Day-to-Day Decisions. Each parent shall make decisions regarding day-to-day care and control of the child while the child is with that parent. Regardless of the allocation of decision making in the parenting plan, either parent may make emergency decisions affecting the health or safety of the child when the child is residing with that parent. A parent who makes an emergency decision shall share the decision with the other parent as soon as reasonably possible.

4. Evacuation. In the event of a disaster such as a hurricane Category 4 or higher, the parties agree to discuss the best course of action. If practical, parties will evacuate to the same location and continue timesharing.

5. Extra-Curricular Activities. All extra-curricular activities shall be mutually agreed upon, in writing by the parties before registering the child and allowing the child to participate in any extra-curricular activity. Additionally, neither parent shall discuss the extracurricular activity with the child before a decision is made by the parents regarding the child's participation. The parent with the minor child will use his or her best efforts to transport the minor child to and from all mutually agreed upon extra-curricular activities, providing all necessary uniforms and equipment within the parent's possession. Both parents may attend extracurricular activities with the minor child, regardless of who is exercising timesharing that day.

The parents may also unilaterally register the child for the extra-curricular activities that shall solely fall on that parent's timesharing. The parent unilaterally registering the minor child

for the extra-curricular activity shall be solely responsible for costs associated with same. Events related to all unilateral extra-curricular activities shall not impede upon the other parent's timesharing with the minor child.

6. Information Sharing. Unless otherwise indicated or ordered by the Court, both parents shall have access to medical, dental, and school records pertaining to each minor child and shall be permitted to independently consult with all professionals, teachers or guidance counselors involved with the minor child. The parents shall cooperate with each other in sharing information related to the health, education, and welfare of each child and they shall sign any necessary documentation ensuring that both parents have access to said records. Each parent shall be responsible for obtaining records and reports directly from the school and health care providers. If either parent is already in possession of any records or reports, they shall exchange the information with the other parent upon request.

Both parents have equal rights to inspect and receive governmental agency and law enforcement records concerning the child. Both parents shall have equal and independent authority to confer with the child's school, health care providers, and other programs regarding the child's educational, emotional, and social progress. Both parents shall be listed as "emergency contacts" for the child. Each parent has a continuing responsibility to provide a residential, mailing, or contact address and contact telephone number to the other parent. Each parent shall notify the other parent in writing within 24 hours of any changes.

The Wife and Husband shall have liberal rights to frequent and continuing contact (timesharing) with the minor child, at such reasonable times and on such reasonable notice as the parties shall agree.

Each party shall have equal and independent authority to confer with each child's school and other programs but should inform the other so they may participate. If either party has a conference scheduled with the school or a teacher, they shall notify the other party as soon as said conference or appointment is scheduled to give the other party a chance to attend the conference and/or appointment.

The Wife and Husband shall have access to the medical and school records and shall be entitled to and provided with copies of all report cards, medical reports, and other reports, documents, records, or materials relating to the minor child. The parties shall consult with one another regarding all medical and educational matters pertaining to each minor child.

The Wife and Husband shall be timely advised by the other parent of all special occasions or events in the life of each minor child that can be shared with mutual pleasure and benefit so the opportunities to share at appropriate times and places shall be permitted, not limited to weekends, but arranged with due regard for the educational commitments of the minor child, business and personal commitments of the parents, any relevant health or social factors, home arrangements of the parents, and the geographical distance between the residence of the children and the residence of each parent.

The parties acknowledge each has an affirmative obligation, as a matter of law, to promote the best possible relationship between each minor child and the other parent and shall, always, attempt to ensure that the minor child maintain unhampered contact with both parents and shall encourage feelings of affection, mutual respect, and emotional support between the minor child and the other parent. Neither party shall do anything which may estrange the minor child from the other parent or hamper the natural development of the love for either parent. Neither party shall engage in any conduct or arrange the schedule of the minor child in such a way as to frustrate the

other parent's right to frequent and continuing contact with the minor child, and each parent shall, always, recognize and respect the other parent's full parental rights and conduct themselves with the utmost of good faith. Neither party shall disparage the other party in the presence of the minor child.

If any accident, illness, or other misfortune befalls either child, it shall be incumbent upon the parent first having knowledge of such accident, illness, or other misfortune to notify the other with due dispatch. Each parent shall have the right, in the event of an emergency, to authorize medical or dental care for the minor child.

The parents shall consult with one another before any treatment is rendered, except in emergency situations, in which case such consultation shall not be necessary, and the other parent shall be given an opportunity to be present at such time as treatment is rendered, if possible. The parents shall consult with one another in the selection of any surgeon, specialist, health care facility, physical health care provider, mental health care provider, or therapist.

It is the intention of the parents that the minor child benefit as much as possible from the companionship of and association with both parents. The Husband and Wife shall take into consideration, always, the emotional health and well-being of the minor child, primarily bearing in mind the child's age, maturity, desire, health, education, special needs, and general welfare, and shall, always, maintain any attitude in front of the minor child consistent therewith.

Consideration for each minor child's schedule and convenience shall always be given by both parents, and each parent shall inform the other, upon reasonable request, of the whereabouts and welfare of the minor child and shall permit the other parent to communicate with the other parent. The parents agree that each minor child shall not be known, identified, or designated by any other surname other than "HARKIN" and both parents agree that they will not initiate or permit

the designation of "Father" and/or "Mother" or their equivalent to be used by the children in reference to any other persons.

The Husband or Wife shall inform the other parent where the minor children are spending the night during that parent's time if the minor children are not spending the night with the parent, e.g., spending the night with friends. Vacation and travel plans or special arrangements for the children shall be given every possible consideration by the parents to accommodate one another and to avoid any conflict or last-minute cancellations. In the event that the Wife or Husband desire to travel on a vacation or out of town overnight on business without the children, or in the event of illness which prevents the Wife or Husband from caring for the children for 12 hours or more, the other parent shall be given first preference and first right of having the children during that period of time; and any such time shall be considered an additional contact (and no make-up timesharing shall be granted).

7. **Timesharing.** The parties shall exercise equal timesharing with the minor children. The default timesharing arrangement shall be as follows commencing on January 1, 2023:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	Father	Father	Mother	Mother	Father	Father	Father
Week 2	Father	Father	Mother	Mother	Mother	Mother	Mother
Week 3	Father	Father	Mother	Mother	Father	Father	Father
Week 4	Father	Father	Mother	Mother	Mother	Mother	Mother

Holidays

HOLIDAY	EVEN YEARS	ODD YEARS	BEGIN/END TIME
Mother's Day (second Sunday in May)	Mother	Mother	Commences at 3:00 pm (or pick-up from school) on the Friday before the holiday and concludes at 9:00 on the following Monday or the commencement of school if applicable.
Father's Day (third Sunday in June)	Father	Father	Commences at 3:00 pm (or pick-up from school) on the Friday before the holiday and concludes at 9:00 on the following Monday or the commencement of school if applicable.
Martin Luther King Jr. Day (Third Monday of January)	Mother	Father	Commences 10:00 a.m. Monday through 10:00 a.m. or return to school Tuesday.
President's Day (third Monday in February)	Father	Mother	Commences 10:00 a.m. Monday through 10:00 a.m. or return to school Tuesday.
Easter/Good Friday	Father	Mother	Commences at 10:00 am. on Good Friday and ends the Monday following Easter Sunday at 9:00 a.m. or the commencement of school if applicable.
Memorial Day (last Monday in May)	Father	Mother	Commences at 3:00 pm (or pick-up from school) on the Friday before the holiday and concludes at 9:00 on the following Tuesday or the commencement of school if applicable.
Labor Day Weekend (first Monday in September)	Mother	Father	Commences at 3:00 pm (or pick-up from school) on the Friday before the holiday and concludes at 9:00 on the following Tuesday or the commencement of school if applicable.

Halloween (October 31 st)	Mother	Father	Commences at 3:00 p.m. on the holiday and concludes the following day with return to school or at 9:00 a.m. if no school the following day.
Thanksgiving (fourth Thursday in November)	Father	Mother	The entire vacation from the end of school the resumption of school.
Child's Birthday	Mother	Father	Commences at 3:00 p.m. on the birthday and concludes with the return to the normal timesharing schedule the following day at 9:00 am.
Christmas Eve	Father	Mother	Commences at 10:00am on Christmas Eve and concludes at 10:00 pm.
Christmas Day	Mother	Father	Commences at 10:00pm Christmas Eve and concludes the following day at 10:00 am with the return to normal timesharing schedule.

This holiday schedule may affect the regular Timesharing Schedule Holiday timesharing preempts normal timesharing.

In the event the holiday schedule would result in one parent having the child for three weekends in a row, the parents will exchange that third weekend so that each has two weekends in a row before the regular alternating weekend pattern resumes. The parties will use the calendar for the school for which the minor child is presently enrolled.

a. Spring Break:

Spring break will be divided equally. The parent who would have the normal rotating weekend on the 1st weekend of Spring Break will have the first half and the other parent shall have the second half. As such, the Spring Break rotation keeps the parties on their normal schedule. If Easter falls within Spring Break, Spring Break schedule trumps.

b. Summer Break:

Parties shall maintain the normal schedule through the summer; however, each party will receive two (2) weeks of uninterrupted vacation time. During the uninterrupted block of time, the other parent will not have weekend or weekday visitation with the child. Each parent must notify the other parent at least thirty (30) days prior to using the two (2) week block of uninterrupted time with the child.

Fourth of July holiday timesharing shall trump summer break timesharing.

It is anticipated that both parties will be working during the entire year and will not have all day, every day off during the summer. As such, the minor child will likely need to attend camps during the summer. The parties will work with each other to select age appropriate and affordable camps for the minor child to attend during the summer. The parties will endeavor to work together to select summer camps in advance of April of each year, as summer camps fill up quickly and it becomes difficult to find camps closer to the end of school. If either parent believes the child could benefit from sleep-away camp, they will make this decision together, including how many weeks the child would be gone, etc.

c. Special Occasions:

Reasonable effort will be made to modify the timesharing schedule to allow for special occasions of either party, for example, out of town family visiting, weddings, and funerals.

d. Right of First Refusal:

In the event either party is unable to use their overnight timesharing (one or more nights), the other parent shall have the right of first refusal to have the child during this time before any other third party. In the event either party must work for longer than 6 hours that will require the use of a babysitter, during their normal timesharing, the other parent shall have the right of first refusal to care for the minor child before any other third party. The parties specifically agree it is in the minor child's best interest to be cared for by the other parent before any other third party. The right of first refusal does not apply when the minor child may have sleepovers and/or birthday and other parties with friends.

8. Number of Overnights:

Based upon the timesharing schedule, Father has a total of 183 overnights per year and Mother has a total of 182 overnights per year.

9. If not set forth above, the parties shall have timesharing in accordance with the schedule which is attached and incorporated herein

10. Transportation and Exchange of Child

The location for all exchanges of each child will be at the minor child's school while the children are in school. If the timesharing exchange occurs when there is no school, then it shall

occur at the residence of the parent commencing timesharing at 3:00 pm. Contact between the parties, including the exchange of the minor children, will always be conducted polite and cordial.

When timesharing exchange does not occur at school, then the person commencing timesharing shall drive to the other parent's home and text or call when outside to alert the parent commencing timesharing that they have arrived. Neither parent shall make disparaging comments about the other parent and shall not discuss the pending litigation with either child. Neither parent shall go to the other parent's home (except for timesharing exchanges).

11. Out-of-Town Travel.

If either parent plans to travel outside Palm Beach County (but not out of state) with the children overnight (or longer), the parent traveling with the children shall give the other parent reasonable notice in advance of such travel. Out of town shall be defined as out of Palm Beach County.

If either parent plans to travel out of the state with the children (but within the United States), the parent traveling with the children shall give the other parent at least ten (10) days written notice before traveling out of the state unless there is an emergency. The parent traveling with the children must provide the other parent, within (24) hours (absent an emergency) of departing, a general itinerary including the dates of departure and return and addresses and telephone numbers for the locations where the children will be staying, to the extent known. Upon scheduling the location where the children will be staying, such information shall be communicated to the other parent.

If either parent plans to travel out of the country with the children, the parent traveling with the children must obtain the permission of the nontraveling parent to travel out of the country. The nontraveling parent shall not unreasonably withhold permission to travel unless there are genuine

concerns about the health and safety of the children. The parent traveling with the children must provide the other parent, within five days (5) of departing, a general itinerary including the dates of departure and return. Prior to international travel, the party traveling with the minor children shall obtain a signed and notarized authorization from the other parent. Mother shall always be in possession of the children's passports, except five (5) days before and five (5) days after Father's international travel with the children. Absent written consent of both parents, the children may not travel to a country that is not a compliant signatory of the Hague Convention on the Civil Aspects of International Child Abduction or any country for which the United States Department of State has issued a travel warning or advisory.

12. Telephonic Communication.

Each party shall allow open telephonic communication between each child and the other parent and/or facetime calls daily. Each party shall keep his/her respective cellular phones with them and in operating order during timesharing. The parties shall adhere to the Model Schedule for Daily Telephonic and Other Non-"In Person" Contact and Communication attached hereto as Exhibit A.

13. Exchange of Information.

Neither parent shall conceal the whereabouts of either child, and each parent will keep the other advised always of the residential addresses and phone numbers where each child will be staying in the care of either parent. In addition, each parent shall make the other aware of the name, address, and telephone number of all health care providers.

14. Education.

For the purposes of school boundary determination and registration, Husband's address shall be designated.

15. Designation for Other Legal Purposes.

The children in this Parenting Plan are scheduled to reside most of the time with the Husband. This majority designation is solely for the purposes of all other state and federal laws which require such a designation. This designation does not affect either parents' rights or responsibilities under this Parenting Plan.

16. Communication Between Parents.

All communications regarding the children shall be between the parents. The parents shall not use either child as messengers to convey information, ask questions, or set up schedule changes. The parents shall communicate with each other via text or phone, including specifically all changes in timesharing or any reimbursements for uncovered medical expenses and extra-curricular activities. If the parties agree in writing, Mother and Father can temporarily use text message, email, or telephone or other by other means to communicate with each other in lieu of using Our Family Wizard. The parties may permanently communicate through text message, email, or telephone or by other means if the parties agree in writing with the same formalities as this parenting plan. The parents acknowledge that each has provided to the other with their most recent e-mail address and telephone number and has the duty to update the other as to any changes relating to their contact information.

17. Communications Between Parent and Child.

Both parents shall keep contact information current. Telephone or electronic communication between the child and the other parent shall not be monitored or interrupted by the other parent. "Electronic communication" includes telephones, electronic mail or e-mail, webcams, video-conferencing equipment, and software or other wired or wireless technologies or

other means of communication to supplement face to face contact. The child may have reasonable communication with the other parent.

If at any point the communication provision between the parent and either child is being abused by the other parent while the child is in the other parent's care, then the parties shall immediately return to mediation to create a communication schedule of the number of times per day as well as length of contact a parent may have with the child daily.

There will be no restriction on the children reaching out and contacting the parents.

18. Child Care.

Each parent must offer the other parent the opportunity to care for the children before using a childcare provider for any period exceeding twelve hours (12) hours. This includes "no-school-day-camp" should the children attend a camp during a school holiday.

19. Changes or Modifications of the Parenting Plan.

This Parenting Plan may be modified or varied on a temporary basis when both parties agree in writing. When the parents do not agree, the Parenting Plan will remain in effect until further Order of the Court. Any substantial changes to the Parenting Plan must be sought through the filing of a supplemental petition for modification.

20. Relocation.

Any relocation of a child is subject to and must be sought in compliance with Section 61.13001, Florida Statutes.

21. Disputes, Enforcement or Conflict Resolution.

The parents shall attempt to cooperatively resolve any disputes which may arise over the terms of the Parenting Plan. The parents may wish to use mediation or other dispute resolution

methods and assistance, such as Parenting Coordinators and Parenting Counselors, before filing a court action. The parties shall equally divide the costs for any such mediator or Parenting Coordinator, etc. If they still cannot agree, the parties can submit the issue to the Court for resolution and the prevailing party will have their fees and costs paid by the other parent, including costs reimbursement for the mediator, parenting coordinator, etc.

SIGNATURE OF PARENTS

I CERTIFY THAT I HAVE BEEN OPEN AND HONEST IN ENTERING INTO THIS PARENTING PLAN. I AM SATISFIED WITH THIS PLAN AND INTEND TO BE BOUND BY IT.

IN WITNESS WHEREOF, the parties have set their hands and seals unto as of the day and year first written.

Dennis P. Harkin
Dennis P. Harkin.

DATE 10/11/2022

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

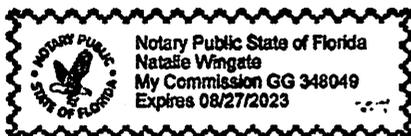
NOTARIAL CERTIFICATE

Sworn to or affirmed and signed before me on this 11 day of October ~~2021~~ ²⁰²² by
Dennis P. Harkin. who is personally known to me or who has produced
_____ as identification.

Notarial stamp/seal:

Natalie Wingate

Notary Signature



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Lauren M. Harkin
Lauren M. Harkin

DATE 10/11/2022

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

NOTARIAL CERTIFICATE

Sworn to or affirmed and signed before me on this 11 day of October 2022
by Lauren M. Harkin. who is personally known to me or who has produced
_____ as identification.

Notarial stamp/seal:

Natalie Wingate
Notary Signature

