

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA
FAMILY LAW DIVISION**

In re: The Marriage of:

SHERRY A. VARNUM,
Petitioner/Wife,

and

Case No: 20-DR-006229
Div.: R

CONRAD H. VARNUM,
Respondent/Husband.

_____/

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS MATTER having come on for an uncontested final hearing on the 28th day of July 2020 via videoconference. The Parties, **Sherry A. Varnum**, Wife, with her counsel, Christine L. Derr, B.C.S. and **Conrad H. Varnum**, Husband, with his counsel, C. Richard Nail, B.C.S. being present and the Court finding the Parties have entered into a valid and binding Collaborative Marital Settlement Agreement (CMSA), and the Court having reviewed the Court file and being otherwise duly advised in the premises, finds as follows:

1. This Court has jurisdiction over the subject matter and the parties.
2. The Parties have been residents of the State of Florida for more than six (6) months immediately before the filing of the Petition for Dissolution of Marriage.
3. The Parties were married to each other on June 14, 1991 in Plant City, Florida.
4. There were five (5) children born of the marriage. Our two eldest children have reached the age of majority. There are three (3) minor children, to wit: E.E.V. born 2005, H.L.V. 2008 and I.G.V. born 2010. There are no other children born of the marriage, none was adopted, and none is anticipated.
5. The Parties' marriage is irretrievably broken.
6. The Parties have freely and voluntarily entered into a valid Collaborative Marital Settlement Agreement (CMSA), which constitutes a full and complete settlement of all the issues pending in this case. The CMSA is incorporated herein by reference and

is approved and ratified as if fully stated herein. The CMSA shall only be filed with the Court for the purposes of enforcement.

In accordance with the above and foregoing, it is, therefore **ORDERED and ADJUDGED** as follows:

A. The Parties' marriage is dissolved.

B. **Collaborative Marital Settlement Agreement.** The Parties' CMSA signed by the parties on May 20, 2020 and June 2, 2020 is hereby ratified, affirmed and incorporated by reference herein, and the Parties are ordered to abide by the terms and conditions contained therein as fully restated herein. The Collaborative Marital Settlement Agreement shall survive this Final Judgment and shall only be entered into the Court record for the purpose of enforcement.

C. **Shared Parental Responsibility and Timesharing:** On February 24, 2020, the parents entered into a Parenting Plan, which Plan details how we will share parental responsibility for the children, and a regular and holiday timesharing schedule. This Parenting Plan is in the best interests of the children. The Parenting Plan is attached as Exhibit A to the Collaborative Marital Settlement Agreement and is attached to this Final Judgment of Dissolution of Marriage. The Parenting Plan is in the best interests of the children.

D. **Equitable Distribution.** By their CMSA, the Parties have equitably distributed all their marital assets and liabilities. The Court retains jurisdiction over this cause to enter such additional orders as may be necessary to effectuate any of the terms of the Parties' Collaborative Marital Settlement Agreement relating to equitable distribution.

E. **PERMANENT PERIODIC ALIMONY:**

1. The \$10,000 per month interest/principal installment of equitable distribution owed from Husband to Wife detailed in paragraph 18 of the CMSA is in the nature of support, with all associated legal rights of enforcement, including contempt. These payments are not modifiable for any reason and the obligation does not terminate upon the marriage of Wife, or upon Wife entering into a supportive relationship.

Furthermore, it does not terminate upon her death and is enforceable by her estate. All other forms of support were waived by the Parties. This paragraph is non-modifiable for any reason. There are no arrearages owed from Husband to Wife.

F. CHILD SUPPORT/EXPENSES FOR CHILDREN.

1. **Parenting Plan:** The parties entered into a Parenting Plan on February 20, 2020, which is attached to this Final Judgment as Ex. A, and is to be complied with by the parties and enforced by the Court.

2. **Health/Dental Insurance:** Husband will continue to provide the health and dental insurance coverage for the minor children throughout their minority and for so long thereafter as he is permitted under the terms of his company sponsored health insurance plan. Wife is in possession of a set of health/dental insurance cards for the children. Husband shall provide Wife with copies of any updated insurance-related cards as necessary.

3. **Uncovered Expenses:** Parties shall divide with Husband paying 67% and Wife paying 33% all the children's uncovered/co-pays of medical, dental, orthodontic, ocular, ophthalmologic, therapy and mental health counselling. Unless in case of an emergency, neither Party shall seek treatment for the children from an out-of-network provider without the permission of the other. The Party incurring the expense shall provide proof of payment to the other Party within thirty (30) days of incurring the expense and the other Party shall have thirty (30) days from receipt of the proof of payment to reimburse his/her portion of the expense to the paying Party.

4. **Private School/Children's Expenses:** Husband shall continue to pay for the children's private school tuition, school-related extracurricular activities/sports, books, computers/electronics necessary for school, uniforms, application/enrollment fees, and any of the fees payable through FACTS or any subsequent school billing software. Any agreed upon non-school associated extracurricular activities or summer camps or programs must be agreed upon between the Parties. Parties shall divide with Husband paying 67% and Wife paying 33% all the children's agreed upon non-school associated extracurricular activities, summer camps or programs. The parent paying the expense

shall be reimbursed by the other parent in the same method as uncovered medical expenses described above.

5. **Child support:** The direct support payment detailed above that Husband shall pay satisfies any child support he would be ordered to pay had Parties opted to calculate the statutory Florida child support guidelines. There is no retroactive child support owed from one Party to the other and no arrearages owed from one Party to the other.

G. The Court reserves jurisdiction over the subject matter and the parties for the entry of such further orders as may be necessary to carry out the terms of this Final Judgment of Dissolution of Marriage. The Court further reserves jurisdiction for the purposes of enforcement.

DONE AND ORDERED in Chambers at Plant City, Hillsborough County, Florida on this ____ day of July 2020.

Electronically Conformed 8/3/2020

Wesley D. Tibbals

The Honorable Wesley D. Tibbals
Circuit Court Judge

Copies to:

Christine L. Derr, B.C.S., counsel for Wife
C. Richard Nail, B.C.S. counsel for Husband
Parties

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT
IN AND FOR _____ COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

Case No: _____
Division: _____

SHERRY VARNUM
Petitioner/Wife,

and

CONRAD VARNUM
Respondent/Husband.

PARENTING PLAN

This parenting plan is a final Parenting Plan submitted to the court with the agreement of the parties.

I. PARENTS

Petitioner, hereinafter referred to in this Parenting Plan as the Mother
Name: Sherry Ann Varnum
Address: 11940 Walter Hunter Road, Lithia, FL 33547
Telephone Number: 813-924-6167
E-Mail: sherryannvarnum@gmail.com

Respondent, hereinafter referred to in this Parenting Plan as the Father
Name: Conrad H. Varnum
Address: 11940 Walter Hunter Road, Lithia, FL 33547
Telephone Number: 813 695-3413
E-Mail: cvarnum@cmw.cc

II. CHILDREN: This parenting plan is for the following child(ren) born to, or adopted by the parties:

Name	Date of Birth
E.E.V.	07/05/05
H.L.V.	03/04/08
I.G.V.	02/05/10

III. JURISDICTION

The United States is the country of habitual residence of the child(ren).

The State of Florida is the child(ren)'s home state for the purposes of the Uniform Child Custody Jurisdiction and Enforcement Act.

Florida Supreme Court Approved Family Law Form 12.995(a), Parenting Plan (02/18)

 Initials

Exhibit A

 Initials

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.

IV. PARENTAL RESPONSIBILITY AND DECISION MAKING

1. Shared Parental Responsibility.

It is in the best interests of the child(ren) that the parents confer and jointly make all major decisions affecting the welfare of the child(ren). Major decisions include, but are not limited to, decisions about the child(ren)'s education, healthcare, and other responsibilities unique to this family. Pursuant to Fla. Stat. 31.13(2)(b)3.a., as the parents have shared parental responsibility, either parent may consent to mental health treatment for the child(ren).

2. Day-to-Day Decisions

Unless otherwise specified in this plan, each parent shall make decisions regarding day-to-day care and control of each 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(ren) 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.

3. Extra-curricular Activities

- a. The parents must mutually agree to all extra-curricular activities. The children will continue all extracurricular activities they are currently participating in.
- b. The parent with the minor child(ren) shall transport the minor child(ren) to and/or from all mutually agreed upon extra-curricular activities, providing all necessary uniforms and equipment within the parent's possession unless the parents mutually agree on other arrangements.
- c. The costs of extracurricular activities and the uniforms and equipment required for the extracurricular activities shall be addressed in the Marital Settlement Agreement.

V. INFORMATION SHARING. Unless otherwise indicated or ordered by the Court:

Unless otherwise prohibited by law, each parent shall have access to medical and school records and information pertaining to the child(ren) and shall be permitted to independently consult with any and all professionals involved with the child(ren). The parents shall cooperate with each other in

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sharing information related to the health, education, and welfare of the child(ren) 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.

Both parents have equal rights to inspect and receive governmental agency and law enforcement records concerning the child(ren).

Both parents shall have equal and independent authority to confer with the child(ren)'s school, day care, health care providers, and other programs with regard to the child(ren)'s educational, emotional, and social progress.

Both parents shall be listed as "emergency contacts" for the child(ren).

Each parent has a continuing responsibility to provide a residential, mailing, and 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. Each parent shall notify the court in writing within seven (7) days of any changes.

VI. SCHEDULING

1. School Calendar

If necessary, on or before July 1 of each year, both parents should obtain a copy of the school calendar for the next school year. The parents shall discuss the calendars and the time-sharing schedule so that any differences or questions can be resolved.

The parents shall follow the school calendar of Lakeland Christian School.

2. Academic Break Definition

When defining academic break periods, the period shall begin at the end of the last scheduled day of classes before the holiday or break and shall end on the first day of regularly scheduled classes after the holiday or break.

3. Schedule Changes

The parents will discuss details of schedule changes and resolve cooperatively. A parent making a request for a schedule change will make the request as soon as possible, but in any event, except in cases of emergency, no less than 5 days before the change is to occur.

SAV Initials

CAW Initials

VII. TIME-SHARING SCHEDULE

1. The following schedule shall apply and continue as follows:

Father's timeshare schedule shall be every other week from Friday after school to Monday drop off at school. If there is no school on Friday, the father shall have the Thursday overnight in addition. If there is no school on Monday, the father shall have the Monday overnight in addition.

The Father shall have twice weekly dinners with the children as Father's schedule permits.

The Mother shall have weekdays and every other weekend with the exception of the above schedule.

2. As the children continue to transition, there may be additional adjustments that may be needed. Both parents agree to communicate regarding these transitions and changes in the best interest of the children. In the event the parents are unable to work through these adjustments, the parties shall meet with Lindsay Harrison to assist with communication in the best interest of the children and resolving any disputes.

3. **Holiday Schedule**

- a. Holiday time-sharing shall be in accordance with the following schedule. The Holiday schedule will take priority over the regular weekday, weekend, and summer schedules. If a holiday is not specified as even, odd, or every year with one parent, then the child(ren) will remain with the parent in accordance with the regular schedule.

Holidays	Even Years	Odd Years	Every Year	Begin/End Times
Mother's Day			Mother	8:00pm night before to 6:00pm day of
Father's Day			Father	8:00pm night before to 6:00pm day of
President's Day			Whichever parent has the weekend will have the holiday. In the event that a parent has two holidays in a row, parents will swap weekends.	

SPV Initials

CSW Initials

Martin Luther King Day			Whichever parent has the weekend will have the holiday. In the event that a parent has two holidays in a row, parents will swap weekends.	
Easter	Mother	Father		8:00pm night before to 6:00pm day of
Memorial Day Weekend			Whichever parent has the weekend will have the holiday. In the event that a parent has two holidays in a row, parents will swap weekends.	
4 th of July	Father	Mother		9:00am to 9:00am the following day
Labor Day Weekend			Whichever parent has the weekend will have the holiday. In the event that a parent has two holidays in a row, parents will swap weekends.	
Columbus Day Weekend			Whichever parent has the weekend will have the holiday. In the event that a parent has two holidays in a row, parents will swap weekends.	
Halloween			Mother	9:00am to 9:00am the following day
Veteran's Day			Whichever parent has the weekend will have the holiday. In the event that a	

Florida Supreme Court Approved Family Law Form 12.995(a), Parenting Plan (02/18)

SAV Initials

CAW Initials

			parent has two holidays in a row, parents will swap weekends.	
Child(ren)'s Birthdays			Mother and Father	The Mother shall have 9:00am to 1:00pm on even years and the Father shall have 1:00pm to 9:00pm. The parents will alternate on odd years

4. Thanksgiving Break

During even years, the Father shall have the children the entire week of Thanksgiving break. During odd years, the Mother and Father shall split the break, with the Father having timeshare during the first half of Thanksgiving break, exchanging on Wednesday at 3:00pm. The Mother shall have the remaining part of the break.

5. Winter Break

The Mother shall have the children beginning at 8:00pm Christmas Eve until 12:00pm Christmas Day and the Father shall have the children from 12:00pm to 8:00pm Christmas Day on odd years. The parents will alternate timeshare arrangements on even years. The parents will work cooperatively to evenly divide the remaining portion of Winter Break.

6. Spring Break

The parents shall alternate the entire Spring Break with the Father having the children during odd-numbered years and the Mother during even-numbered years.

7. Summer Break

a. The parents shall follow the following schedule during summer break:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Mother	Mother	Mother	Mother	Mother	Mother	Mother until exchange at 6:00pm

SAV Initials

CSW Initials

Father	Father	Father	Father	Father	Father	Father until exchange at 6:00pm
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- b. Each summer, the mother will take the children to the father's family reunion in July. Mother will confirm the dates by the July 1st each year.
- c. Each parent will be allocated two (2) weeks of vacation time with the children consecutively. Each parent will notify the other parent of their selection of vacation weeks in writing no later than May 31st of each year. If there is a conflict between the dates and both sets of dates were noticed prior to May 31st, the Father shall have first choice of dates in even-numbered years and the Mother shall have first choice of dates in odd-numbered years.
- d. The parents will mutually agree upon appropriate summer camps for the children. The parents will work cooperatively to ensure summer camps do not interfere with other planned activities and to agree upon transportation to and from the summer camp.

VIII. TRANSPORTATION AND EXCHANGE OF CHILD(REN)

1. Transportation

Each parent shall transport the children during their timesharing. However, in the event either parent is unable to pick the children up from school, that parent will notify the other parent and offer them the opportunity to pick up the children.

In the event that one child has an extracurricular activity at school, the Mother is able to pick the other children up from school and care for them until the extracurricular activity is complete.

2. Exchange

Both parents shall have the child(ren) ready on time with the child(ren)'s required belongings and all necessary information will accompany the child(ren) including but not limited to medicine and dosage in its original packaging, homework assignments, school projects and directions, and social activities with equipment, and ready at the agreed upon time of exchange. If a parent is more than 15 minutes late without contacting the other parent to make other arrangements, the parent with the child(ren) may proceed with other plans and activities.

Exchanges shall occur at Walgreens on Shepherd Road unless both parties agree in advance to a different meeting place.

3. Transportation Costs

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Transportation costs will be included in the Child Support Worksheets and/or the Order for Child Support and should not be included here.

4. Foreign and Out-Of-State Travel

- a. Either parent may travel within the United States with the child(ren) during his/her time-sharing. The parent traveling with the child(ren) shall give the other parent at least seven (7) days written notice before traveling out of state unless there is an emergency, and shall provide the other parent with a detailed itinerary, including locations and telephone numbers where the child(ren) and parent can be reached at least three (3) days before traveling.
- b. Either parent may travel out of the country with the child(ren) during his/her time-sharing. At least thirty (30) days prior to traveling, the parent shall provide a detailed itinerary, including locations, and telephone numbers where the child(ren) and parent may be reached during the trip. Each parent agrees to provide whatever documentation is necessary for the other parent to take the child(ren) out of the country.

IX. EDUCATION

- 1. **School designation.** For purposes of school boundary determination and registration, the address of the Mother shall be used.
- 2. **Private schooling.** The following provisions are made regarding private schooling:

The children shall attend Lakeland Christian school through grade 12, unless otherwise mutually agreed upon by the parents.

X. DESIGNATION FOR OTHER LEGAL PURPOSES

The children named in this Parenting Plan are scheduled to reside the majority of the time with the Mother. This majority designation is SOLELY for purposes of all other state and federal laws which require such a designation. This designation does not affect either parent's rights and responsibilities under this Parenting Plan.

XI. COMMUNICATION

1. Between Parents

All communications regarding the child(ren) shall be between the parents. The parents shall not use the child(ren) as messengers to convey information, ask questions, or set up schedule changes. The parents shall communicate with each other in person, by telephone, by e-mail, and by text message.

2. Between Parent and Child(ren)

Florida Supreme Court Approved Family Law Form 12.995(a), Parenting Plan (02/18)

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Both parents shall keep contact information current. Telephone or other electronic communication between the child(ren) and the other parent shall not be monitored by 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 children may have telephone, e-mail, and other electronic communication in the form of text messaging and FaceTime with the other parent anytime within reason to the child's schedule.

3. Costs of Electronic Communication shall be addressed as follows:

The costs of the children's electronic communication shall be addressed in the Marital Settlement Agreement.

XII. CHILD CARE

1. All child care providers must be agreed upon by both parents.
2. Until the children turn 15, each parent must offer the other parent the opportunity to care for the children before using a child care provider for any period exceeding four (4) hours. Once monthly, each parent may offer the children's grandparents the opportunity to care for the children in lieu of utilizing the first right of refusal.

XIII. HEALTH CARE

1. Unless otherwise noted, the parents shall confer with each other and maintain open communication concerning all medical, psychological, counseling, therapeutic, optical, orthodontic, dental or other health related care and needs of the children. A parent who makes an emergency medical decision shall share the decision with the other parent as soon as reasonably possible.
2. A parent scheduling a routine appointment for the children will notify the other parent, in writing via email, within one (1) day of making the appointment. The notice shall include the health care provider's name and contact information.

XIV. CHANGES OR MODIFICATIONS OF THE PARENTING PLAN

Temporary changes to this Parenting Plan may be made informally without a written document; however, if the parties dispute the change, the Parenting Plan shall 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.

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XV. RELOCATION

Any relocation of the child(ren) is subject to and must be sought in compliance with section 61.13001, Florida Statutes.

XVI. DISPUTES OR CONFLICT RESOLUTION

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 parents agree to first return to the collaborative process and meet with the Neutral Mental Health Facilitator to assist with resolving any disputes which may arise over the terms of the parenting plan, prior to filing a court action.

XVII. OTHER PROVISIONS

1. Each parent shall be permitted to attend all events and practices related to school and extracurricular activities, even during non-timesharing days.
2. Each parent shall be permitted to attend lunch with the children at school, even during non-timesharing days. The non-timesharing parent will give at least three (3) hours' notice to the timesharing parent if they intend to have lunch with the children at school.
3. The parents agree to engage the children in counseling with a mutually agreed upon provider. The parents will follow the recommendations of the children's counselor as it pertains to transitions and continuity of therapy services.
4. Neither parent shall introduce the children to a significant other until at least twelve (12) months from the date of separation of the parents. Prior to introducing a significant other to the children, that parent shall use their best judgement to ensure they are dating the significant other exclusively. Before either parent introduces a significant other to the children, that parent will notify the other parent and offer the other parent the opportunity to meet with the significant other prior to the introduction to the children.

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Florida Supreme Court Approved Family Law Form 12.995(a), Parenting Plan (02/18)

 Initials

 Initials

SIGNATURES 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.

Dated: 2-24-20

[Signature]
Signature of Petitioner/Mother

STATE OF FLORIDA
COUNTY OF Hillsborough

Sworn to or affirmed and signed before me on Feb 24, 2020 by SHERRY VARNUM.



SHERRI FAITH FELTZ
MY COMMISSION # FF 008743
EXPIRES: June 24, 2020
Bonded thru Budget History Services

[Signature]
NOTARY PUBLIC or DEPUTY CLERK

[Printed Name]
(Print, type, or stamp commissioned name of notary or clerk.)

Personally known
 Produced Identification
Type of identification produced _____

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.

Dated: 2/24/20

[Signature]
Signature of Respondent/Father

STATE OF FLORIDA
COUNTY OF Hillsborough

Sworn to or affirmed and signed before me on Feb 24, 2020 by CONRAD VARNUM.



SHERRI FAITH FELTZ
MY COMMISSION # FF 008743
EXPIRES: June 24, 2020
Bonded thru Budget History Services

[Signature]
NOTARY PUBLIC or DEPUTY CLERK

[Printed Name]
(Print, type, or stamp commissioned name of notary or clerk.)

Personally known
 Produced Identification
Type of identification produced _____