

**IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND
FOR LEE COUNTY, FLORIDA** **CIVIL ACTION**

IN RE: THE MARRIAGE OF

Case No: 23-DR-1057

ELLEN NEELY HINKLE,
Wife,

and

JOSHUA HINKLE,
Husband.

_____/

**NOTICE OF FILING MARITAL SETTLEMENT AGREEMENT AND
PARENTING PLAN**

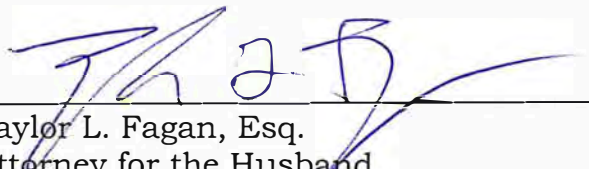
COMES NOW the Husband, **JOSHUA HINKLE**, by and through the undersigned attorney, and gives notice of filing the attached Marital Settlement Agreement and Parenting Plan.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was delivered via electronic mail to Jason Wentworth Fraser, Esq. at, service@familyfirstlegalgroup.com, on this 19th day of July 2023.

Respectfully submitted,
MEN'S RIGHTS LAW FIRM

By: _____


Taylor L. Fagan, Esq.
Attorney for the Husband
2799 Del Prado Blvd. S.
Cape Coral, Florida 33904
Tel: 239-829-0166
Florida Bar No. 110591
mailbox@mensrightslawfirm.com

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND
FOR LEE COUNTY, FLORIDA CIVIL ACTION

IN RE: THE MARRIAGE OF

Case No: 23-DR-1057

ELLEN NEELY HINKLE,
Wife,

and

JOSHUA HINKLE,
Husband.

_____ /

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made at Lee County, Florida, between Husband, JOSHUA HINKLE, and Wife, ELLEN NEELY HINKLE. We agree:

1. **INTRODUCTION.**

a. ***Date of Marriage.*** We were married on April 30, 2016, in South Carolina, and are now Husband and Wife.

b. ***Separate Residences.*** We shall live separate lives at places of our choosing without interference from the other. We will not in any way bother or disturb the other.

c. ***Purpose.*** We are resolving the equitable distribution of our property and debts, all support obligations arising from the marital relationship, and resolving all other claims arising from the marital relationship.

d. ***Separate Ownership.*** We shall each own, free of any claim or right of the other, the property we receive under the terms of this Agreement, with full power to dispose of it.

JA
Husband

ENH
Wife

e. **Consideration.** We enter into this Agreement because of the benefits obtained by each of us from the promises and agreements contained in this Agreement. We each admit the adequacy of the consideration for entering into this Agreement.

f. **Effective Date.** This agreement takes effect on the date we each have signed it.

2. **VOLUNTARY EXECUTION BY WIFE.** Wife warrants and represents that:

a. She is in her right mind, capable of appraising and controlling her conduct, and has carefully read this Agreement in its entirety;

b. She understands all of her rights and obligations under this Agreement;

c. This Agreement accurately reflects the desires of the parties;

d. The provisions of this Agreement have been fairly negotiated at arm's length without any reliance on mutual trust and confidence; and

e. She fully understands the advantages and disadvantages of this Agreement, executes it of her own accord, freely and voluntarily, and it is not as a result of duress, coercion, or undue influence, and intends to be bound by it.

f. She intends by this Agreement, to discharge, settle, and satisfy any and all claims and rights to money and property of any nature she may have or had against the Husband, and she releases and discharges the Husband from all such claims and rights forever, except as provided herein, and except as to any future modification of child support.

3. **VOLUNTARY EXECUTION BY HUSBAND.** Husband warrants and represents that:

JH
Husband

ENH
Wife

a. He is in his right mind, capable of appraising and controlling his conduct, and has carefully read this Agreement in its entirety;

b. He understands all of his rights and obligations under this Agreement;

c. This Agreement accurately reflects the desires of the parties;

d. The provisions of this Agreement have been fairly negotiated at arm's length without any reliance on mutual trust and confidence; and

e. He fully understands the advantages and disadvantages of this Agreement, executes it of his own accord, freely and voluntarily, and it is not as a result of duress, coercion, or undue influence, and intends to be bound by it.

f. He intends by this Agreement, to discharge, settle, and satisfy any and all claims and rights to money and property of any nature he may have or had against the Wife, and he releases and discharges the Wife from all such claims and rights forever, except as provided herein, and except as to any future modification of child support.

4. **FREE AND VOLUNTARY ACT; TIME FOR REFLECTION.** The parties acknowledge and agree that:

a. This Agreement provides a fair and equitable settlement without question for each of the parties;

b. The parties have a full and satisfactory understanding of their rights and obligations under this Agreement;

c. The parties have had all of their questions satisfactorily answered regarding this Agreement;

JH
Husband

ENH
Wife

d. Each party has given careful and mature thought to the making of this Agreement and to its specific terms;

e. Each party enters into this Agreement intending to be bound by it;

f. The parties are entering into this Agreement freely and voluntarily.

5. **CHILDREN.** The parties are the natural parents of the following minor children:

B.H.	DOB: 02/20/2018	Male
J.H.	DOB: 04/09/2020	Male

The terms "Mother" or "Wife" and "Father" or "Husband" shall refer to the parties herein respectively.

6. **PARENTING PLAN.** The parties shall follow the Mediated Parenting Plan attached hereto as ***Exhibit "A"***.

JH
Husband

ENH
Wife

7. **CHILD SUPPORT.** Pursuant to the Florida Child Support Guidelines, the Father is to pay to the Mother \$359.61 per month in child support. However, in light of the fact the Father is responsible to continue to pay for the children's MediShare and upon January 1, 2024 will be responsible for payment of the children's health insurance premiums (neither of which have been included in the child support guidelines), the parties agree to deviate from this amount so that the Father is to pay to the Mother \$300.00 per month in child support. Such payments shall be made on the first of each month beginning August 1, 2023.

a. Upon the termination of the obligation of child support for one of the parties' children, child support in the amount of \$214.61 for the remaining one (1) child shall be paid commencing March 1, 2036 and terminating April 9, 2038. This child support shall be paid in full on the first day of each month, consistent with Obligor's current payroll cycle.

b. The Florida child support guidelines worksheet is attached hereto as ***Exhibit "B"***.

8. ***Retroactive Child Support.*** The parties agree that no retroactive child support is due or owing from one parent to another.

9. **EQUITABLE DISTRIBUTION.**

a. ***Non-Marital Assets and Liabilities.*** Non-marital assets and liabilities include assets acquired and liabilities incurred by either party prior to the marriage, or as a gift or inheritance from a source unconnected with the marital relationship, or in exchange for such assets and liabilities.

JH
Husband

ENH
Wife

i. **Husband's IRA, Account No. Ending in 1K61.** The parties acknowledge that the full balance of the Husband's IRA, Account No. Ending in 1K61 is pre-marital and as such, is the Husband's non-marital property to which the Wife has no claim.

b. **Real Property.** The parties own the real property located at 1178 SW 57th St, Cape Coral, FL 33914 ("Marital Home"). The parties agree that the Husband shall retain the Marital Home provided that he buys out the Wife's interest in the marital home in the amount of \$111,313.04 within 120 days of this Agreement.

i. In the event the Husband fails to make said payment to the Wife, the parties shall list the Marital Home for sale with a mutually agreed upon listing broker. The listing price and the selling price shall be mutually agreed upon by the parties. Upon the sale and closing of title, the net proceeds shall be equally divided between the Husband and the Wife. In the event the parties end up selling the Marital Home rather than the Husband buying out the Wife, the Wife shall reimburse the Husband \$32,686.96 within thirty (30) days of the Marital Home being listed for sale, representing the Husband's one half of the disproportionate share of the Bank of America Advantage Savings Account, Account No. ending in 9480.

JH
Husband

ENH
Wife

- ii. The Wife shall have exclusive use and occupancy of the Marital Home until the Husband makes the \$111,313.04 buyout payment to the Wife. Upon the Husband making said payment, the Wife shall have thirty (30) days to vacate the Marital Home. The Husband agrees to continue paying the mortgage securing the Marital Home until the Wife vacates the Home pursuant to this Agreement.
- iii. Upon payment of the \$111,313.04 buyout payment, the Wife shall have ten (10) days to execute a Quit Claim Deed deeding her interest in the Marital Home to the Husband. The Husband shall thereafter be solely responsible and shall indemnify and hold the Wife harmless with regards to any liabilities on the Marital Home. The Husband agrees to prepare the Quit Claim Deed and shall be solely responsible for any associated costs.

c. **Bank Accounts.** We shall each retain our own individual bank accounts in our individual names, with the exception of the Bank of America Advantage Savings Account, Account No. Ending in 9480, with a current balance of \$66,373.92. The Wife shall retain \$65,373.92 from this account and the Husband shall retain \$1,000.00 from this account. In the event the Husband does not buy out the Wife's interest in the Marital Home and the Marital Home is instead sold, the Wife shall reimburse the Husband one-half of the amount she retains from this account as more specifically set forward in Section 8(b)(i) of this Agreement. The parties presently have one joint bank account, a Bank of America Checking Account, Account No. ending in 5050. The Wife shall retain

JH
Husband

ENH
Wife

any funds remaining in this account and the parties agree to close said account within thirty (30) days of this Agreement.

d. **529 College Savings Plans.** The parties agree to maintain both the 529 College Savings Plan ending in Account No. 6797 and the 529 College Savings Plan ending in Account No. 4834 for the benefit of the minor children. The Husband shall provide the Wife with a statement for these accounts annually each January.

e. **Retirement Accounts.**

- i. **JP Morgan Roth IRA.** The parties agree to equally split the balance of the Husband's JP Morgan Roth IRA.
- ii. **Roth IRA, Account No. Ending in 5111.** The parties agree that there is currently no balance in the Husband's Roth IRA Account No. ending in 5111. As such, there are no funds to be split and this account shall be retained by the Husband.
- iii. **IRA, Account No. Ending in 5112.** The parties agree that the current balance of the Husband's Roth IRA Account No. ending in 5112 is *de minimus*. As such, this account and the balance thereof shall be retained by the Husband.
- iv. **Merrill CMA, Account No. Ending in 6T47.** The parties agree that the balance of the Husband's Merrill CMA, Account No. Ending in 6T47 shall be equally split between the parties.
- v. **403(b), Account No. Ending in 2492.** The parties agree that the Wife shall retain the full balance of her 403(b), Account No. ending in 2492.

JH
Husband

ENH
Wife

f. **Vehicles.** We shall each retain the vehicles in our individual possession, which we traditionally drive, along with any associated loans, free and clear of any claim of ownership by the other party. We shall each assume all loan payments and obligations relative to the vehicles we retain and shall indemnify and hold each other harmless on the loan payments and obligations we retain.

g. **Life insurance.** For as long as the Husband has a duty to make child support payments to the Wife, he shall acquire (as needed) and maintain a life insurance policy in the amount of \$70,000.00 with the Wife designated as irrevocable beneficiary, as security for said child support obligations. The Husband represents that, should the policy be other than term, he will not pledge, borrow against or hypothecate the policy for any purpose whatsoever. The Husband shall pay all premiums on said policy when due. In the event the Husband fails to have life insurance with death benefits in the amount agreed upon in force at the time of his death, then the Husband agrees that his obligation under this Agreement shall be binding upon his estate, which shall be responsible for paying the difference between the amounts actually received by the recipient from this insurance and the amount required by this Agreement. Additionally, the Husband agrees that within thirty (30) days of the date of this Agreement, he will furnish the Wife in writing the name, and address of the insurance carrier providing insurance pursuant to this Agreement and the policy number of the insurance policy. The Husband shall also notify the insurance carriers of the right of the Wife to obtain any and all information requested by the recipient with respect to the insurance, its enforceability, beneficiary

JH
Husband

ENH
Wife

designation, and any changes with respect to such policy. The Husband shall notify the Wife within five (5) days of any change in insurance coverage in compliance with this Agreement, giving the same details and authorization to the insurance carriers as provided above.

- i. Except as stated in the above paragraph, we each release and waive any interest, beneficial or otherwise, that we may have acquired in or to any life insurance policy owned by the other.

h. **Household Furnishings & Personal Property.** The parties will work together amicably to divide the furnishings and personal property remaining in the Marital Home. In the event that the parties cannot agree on how to distribute these items, the Court shall adjudicate said distribution.

i. **Debts to be Paid by Husband.** The Husband assumes and agrees to hold the Wife harmless on all debts in his sole name. If any claim, action, or proceeding seeks to hold the Wife liable for these debts, the Husband shall, at his sole expense, defend the Wife against all claims, actions, or proceedings, whether or not well founded, including payment of any and all reasonable attorney's fees, including appellate fees.

j. **Debts to be Paid by Wife.** The Wife shall assume and agrees to hold the Husband harmless on all debts in her sole name. If any claim, action, or proceeding seeks to hold the Husband liable for these debts, the Wife shall, at her sole expense, defend the Husband against all claims, actions, or proceedings, whether or not well founded, including payment of any and all reasonable attorney's fees, including appellate fees.

JH
Husband

ENH
Wife

k. **Credit Cards and Charge Accounts.** Except as otherwise specifically set forth in this Agreement, we shall each retain the credit cards in our individual names and shall be solely responsible for the debt on our individual credit cards. All outstanding credit cards in the name of either or both parties, under which either of us can receive credit, or be held liable for the charges of the other, shall be returned and canceled immediately. All existing charge accounts shall either be canceled or changed to individual names.

l. **No Other Joint Debts.** We have no other joint debts or obligations for which we are both legally liable other than those specifically described in this Agreement. If we discover that any other joint debt or obligation does exist, the person who incurred the obligation is responsible for paying it and shall hold the other harmless from any liability on the debt. Except as otherwise specifically set forth in this Agreement, we are each responsible for any debts in our individual name.

m. **Judgments, Encumbrances, Liens.** We each warrant and guarantee to the other that there are no judgments, encumbrances, or liens against us individually or jointly which are not disclosed in this agreement.

n. **Subsequent Debts and Indemnification.** Neither of us shall incur any debt or obligation in the future for which the other may become liable. If any claim, action, or proceeding is initiated seeking to hold the other party liable for any such debts and obligations, the person who incurred the debt or obligation will, at his or her sole expense defend the other person against any such claim, action or proceeding, whether or not well founded, and will pay any and all reasonable attorney's fees, including appellate fees.

JH
Husband

ENH
Wife

o. **No Equalizer Payment.** The parties agree to waive any equalizer payment pursuant to the foregoing distribution schedule.

10. **ALIMONY.** The parties here and forever waive any and all claims to any forms of alimony.

11. **FEDERAL INCOME TAXES.**

a. **Federal Income Tax Return.** We shall be divorced prior to the conclusion of calendar year 2023.

b. **Subsequent Reexamination of Tax Return.**

- i. We shall immediately notify the other in writing of any pending administrative or legal proceeding concerning jointly filed income tax returns.
- ii. If any deficiencies in taxes are assessed, the person to whom the income or deficiencies are attributable shall pay all taxes, interest and penalties and any expenses incurred because of the examination. If any funds are received as a result of an examination, the refunds shall be the property of the person to whose income the refund is attributable.
- iii. We hereby agree to indemnify each other and to hold each other harmless, for any interest, penalty, or deficiency resulting from, or imposed against, the joint federal income tax returns filed by us. If any claim, action, or proceeding is initiated seeking to hold the other party liable for any unpaid taxes, interest, penalties, or other expenses relating to a tax return, the party to whom the deficiencies are attributable will, at his or her sole expense defend

JH
Husband

ENH
Wife

the other party against any such claim, action or proceeding, whether or not well founded, including payment of any and all reasonable attorney's fees, including appellate fees.

12. **ATTORNEYS--ADVICE AND FEES.**

a. We each had the opportunity to be represented by an attorney of our own choosing in the negotiation and preparation of this Agreement. We carefully read and gave careful and mature thought to the terms of this Agreement. We are completely aware of the factual content and legal effect of this Agreement.

b. ***Each Pays Own Attorneys' Fees.*** Each party is responsible for and shall pay their own attorneys' fees and costs in the instant suit for dissolution of marriage.

c. ***Default.*** If either of us defaults in our obligations under the terms of this Agreement, the prevailing party is entitled to all reasonable attorney's fees and costs incurred to enforce this Agreement and to recover attorney's fees, whether at trial, appeal or otherwise.

13. **GENERAL PROVISIONS.**

a. ***Representations.*** We each represent to the other:

i. **Fair Resolution of Disputed Facts and Issues.** This agreement was reached after honest negotiations and represents a compromise of disputed facts and issues. The terms of this agreement are fair, adequate, just and reasonable, fairly arrived at, and are not the result of any fraud, duress, or undue influence exercised by one of us or any other person or persons upon either of us.

JH
Husband

EWJH
Wife

- ii. Voluntary Execution. We each ascertained and weighed all of the facts and circumstances likely to influence our judgment. We considered those facts and circumstances, including the risks and costs of litigation. We each freely and voluntarily entered into this Agreement.
- iii. Complete Agreement. There are no agreements between us except for what is written in this agreement. This agreement replaces any prior understandings or agreement.

b. **Modification**. If we want to change any part of this Agreement, we must do it in writing, signed and notarized like this Agreement. An oral agreement will not change anything in this Agreement, even if one of us relies on it.

c. **No Waiver by Performance**. The failure of either of us to insist on strict performance of any of the provisions of this Agreement is not a waiver of that performance nor future performance of those provisions, which provisions shall continue in full force and effect.

d. **Legal Interpretation**

- i. Florida law governs the validity, construction, interpretation and effect of this agreement.
- ii. Paragraph headings are for convenience only. They shall not be used in its construction.
- iii. We assume joint responsibility for the form and composition of each paragraph. This Agreement shall be interpreted as though we participated equally in the composition of each paragraph.

JH
Husband


ANTH
Wife

iv. This Agreement should be interpreted fairly and simply, and not strictly for or against either of us.

e. **Subsequent Dissolution of Marriage.** This Agreement may be offered in evidence in the divorce action. This Agreement will become part of the Final Judgment of Dissolution of Marriage but will also continue beyond the Final Judgment as a contract between us which may be enforced independently of the Final Judgment. We each waive mandatory disclosure of any financial information required by Florida rules or law in divorce actions.

f. **Reconciliation.** A temporary or permanent reconciliation, or a further separation after any reconciliation, shall not terminate or affect the terms of this Agreement, unless our reconciliation is confirmed by a written statement signed by both of us specifically stating we are canceling this Agreement.

g. **Waiver of Right to Inherit.** We each give up all rights we have under law in the other's estate. We each waive, release and relinquish to the other any and all rights of homestead, spouse's statutory elective share, family allowance, exempt property, or inheritance, as well as any other right or claims of every kind, nature and description that we may now or hereafter have in the other's real or personal property or estate by reason of the marriage, during the other's lifetime or after the other's death, including the right to qualify and serve as personal representative or serve as trustee of any trust created by the other party. We shall each sign, acknowledge and deliver at the request of the other or their legal representative, without cost or expense to the other all legal documents necessary to effectuate this release. All tenancies by the entireties


Husband


Wife

are hereby converted to tenancies in common unless otherwise specified in this agreement.

h. **Possible Invalidity.** While not saying it will happen, if for any reason a court finds any part of this Agreement to be invalid, the rest of the Agreement shall remain in full legal force and effect. The part of this Agreement found to be invalid shall remain in full legal force and effect in any country, state or jurisdiction in which that part is legal and valid.

i. **Binding Effect.** This Agreement applies to anyone acting for either or both of us.

j. **Final Paragraph.** This is the final paragraph of our agreement. Signature pages to follow.

IN WITNESS WHEREOF, we set our hands and seals acknowledging that this Agreement shall be binding upon us, our heirs, next of kin, executors and administrators.

JH
Husband

ENH
Wife

I HAVE CAREFULLY READ AND UNDERSTAND EACH AND EVERY PAGE OF THIS AGREEMENT PRIOR TO SIGNING IT.

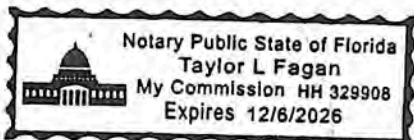
Sign: [Signature]
JOSHUA HINKLE

STATE OF FLORIDA
COUNTY OF LEE

This Agreement was acknowledged before me on this 15th day of July, 2023 by JOSHUA HINKLE, who produced personally known as identification and took an oath that the statements contained in this Agreement are true and correct according to personal knowledge and belief.

NOTARY PUBLIC:
Sign: [Signature]
Print: Taylor L. Fagan

My Commission Expires:
12/06/2026



Husband

ENH
Wife

I HAVE CAREFULLY READ AND UNDERSTAND EACH AND EVERY PAGE OF THIS AGREEMENT PRIOR TO SIGNING IT.

Sign: Ellen N. Hinkle
ELLEN NEELY HINKLE

STATE OF FLORIDA
COUNTY OF LEE

This Agreement was acknowledged before me on this 18th day of July, 2023 by ELLEN NEELY HINKLE, who produced FL DL #524-214-90-SS0-0as identification and who took an oath that the statements contained in this Agreement are true and correct according to personal knowledge and belief.

NOTARY PUBLIC:

My Commission Expires:

Sign: Jaimie Taliceo
Print: Jaimie Taliceo



JAMIE TALICEO
Commission # HH 370219
Expires March 7, 2027

Husband

ENH
Wife

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND
FOR LEE COUNTY, FLORIDA CIVIL ACTION

IN RE: THE MARRIAGE OF

Case No: 23-DR-1057

ELLEN NEELY HINKLE,
Wife,

and

JOSHUA HINKLE,
Husband.

MEDIATED PARENTING PLAN

This Parenting Plan is made in connection with the *Petition for Dissolution of Marriage* and *Counter Petition for Dissolution of Marriage* involving the Husband/Father, JOSHUA HINKLE, and the Wife/Mother, ELLEN NEELY HINKLE, who are sworn and agree as follows:

WHEREAS, a *Petition for Dissolution of Marriage and Other Relief* and a *Counter Petition for Dissolution of Marriage* were filed concerning the following children involved in the proceeding:

Name	Date of Birth
B.H.	02/20/2018
J.H.	04/09/2020

WHEREAS, the parties wish to enter into an agreement concerning the issues arising out of the *Petition for Dissolution of Marriage* and *Counter Petition for Dissolution of Marriage*;

WHEREAS, the parties agree that the provisions contained in this agreement, including the time-sharing schedule set forth below, constitute a "parenting plan" (the "Parenting Plan") as provided by Chapter 61 of the Florida Statutes and is intended to govern the relationship between the parties relating to the decision to be made regarding the children;

WHEREAS, this Parenting Plan is intended to be introduced into evidence in said litigation involving the children, and shall be incorporated in a judgment entered herein;

WHEREAS, each party has read this Parenting Plan and understands its terms and consequences, and each party believes that this Parenting Plan is fair, just, reasonable, and, above all, in the best interest of the children;

JH
Father

ENH
Mother

WHEREAS, each party has assented to this Parenting Plan freely and voluntarily, without coercion or duress;

NOW THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the parties have agreed and do hereby agree as follows:

**ARTICLE I
JURISDICTIONAL ISSUES**

1.1 The Twentieth Judicial Circuit in Lee County, Florida has continuing jurisdiction over the children pursuant to the applicable Florida Statutes and the Uniform Child Custody Jurisdiction and Enforcement Act.

1.2 Florida is the home state and the state of habitual residence of the children. Accordingly, Florida is the sole jurisdictional state to determine child custody, parental responsibility, time-sharing, rights of custody, and rights of access concerning the child under the Parental Kidnapping Prevention Act (PKPA), under the International Child Abduction Remedies Act (ICARA), and under the Convention on the Civil Aspects of International Child Abduction enacted at The Hague on October 25, 1980.

**ARTICLE II
PARENTAL RESPONSIBILITY**

2.1 Each party recognizes the deep love, devotion, and dedication of the other to the children. Each party also recognizes that the other has a right and responsibility to participate in major matters relating to the education, health, welfare, and upbringing of the children. The parents agree to use their best efforts to cooperate in such matters, and that any rights, duties or responsibilities set forth herein shall not be exercised to frustrate or control the other parent.

2.2 Shared Parental Responsibility. The parties shall have shared parental responsibility and shall retain full parental rights and responsibilities with respect to the children, and the parties shall share authority regarding the major decisions involving the children's education, extracurricular activities, religious upbringing, and health care.

a. **Exception.** Either parent may consent to mental health treatment for the children

2.3 Parents to Confer. It is in the best interests of the children that the parents confer and jointly make all major decisions affecting the welfare of the child. Major decisions include, but are not limited to, decisions about the children's education, healthcare, and other responsibilities unique to this family.

JH
Father

ENH
Mother

Shared parental responsibility means that each parent has an equal say in major decisions concerning the children.

2.4 Free Access. The parents shall use all reasonable efforts to maintain free access and create a feeling of affection between themselves and the children. Neither shall do anything to hamper the natural development of the child's love and respect for the other party.

2.5 Information Sharing. Unless otherwise indicated or ordered by the Court:

(a) Both parents shall have access to medical and school records pertaining to the children and shall be permitted to independently consult with any and all professionals involved with the children. The parents shall cooperate with each other in sharing information related to the health, education, and welfare of the children and they shall sign any necessary documentation ensuring that both parents have access to said records.

(b) Each parent shall be responsible for obtaining records and reports directly from the school and health care providers.

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

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

(e) Both parents shall be listed as "emergency contacts" for the children.

2.6 Notification of Medical Emergency. Either parent has the right to unilaterally consent to emergency medical/dental treatment. If either parent gives consent for emergency treatment, that parent shall notify the other parent as soon as reasonably possible of the emergency and location of the child. Each party shall inform the other party as soon as possible of any illness, accident, or medical condition of the children that involves surgical intervention or hospitalization. Each parent may have reasonable and immediate access to such children in such an event, regardless of parental responsibility or terms of any time-sharing schedule.

2.7 Day-to-Day Decisions. 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

JH
Father

EWH
Mother

parent may make emergency decisions affecting the health or safety of the children when the children are residing with that parent. A parent who makes an emergency decision shall share the decision with the other parent as soon as reasonably possible.

2.8 Special Events. Both parents shall be entitled to participate with and attend special events and activities in which the children may be engaged, such as religious activities, school programs, sports events, and other extra-curricular school activities and programs and important social events in which the children may be engaged or involved.

2.9 Extra-curricular Activities. With regard to extra-curricular activities:

(a) The parents must mutually agree to all extra-curricular activities. Costs of mutually agreed upon extra-curricular activities (registration, equipment, uniforms, etc.) shall be equally (50/50) shared by the parents.

(b) The parent with the minor child shall transport the minor child to and/or from all mutually agreed upon extra-curricular activities, providing all necessary uniforms and equipment within the parent's possession.

(c) A party who pays for a mutually agreed upon extra-curricular activity expense or receives notice of the same shall submit to the other party proof of payment or such notice within fifteen (15) days of payment or receipt of notice. Within fifteen (15) days after the other party receives such notification, the other party shall reimburse the paying party or pay the billing party directly for his or her share of the expense, as applicable.

ARTICLE III TIME-SHARING SCHEDULE

3.1 By Mutual Agreement. The parents agree that it is in the best interest of the children for each of them to have frequent and continuing contact with the children, and the parents shall spend time with the children at times they have mutually agreed to in advance. The parents shall use all efforts to communicate and cooperate with respect to the time-sharing schedule, understanding that there may be occasions when adherence to the schedule is impractical which requires the parents to make good faith adjustments. The parents understand that they are free to vary the times or days stated in the time-sharing schedule if they both agree. In the absence of mutual agreement, the parents shall share time with the children as provided herein.

3.2 Regular Timesharing Schedule. The parents shall follow the timesharing schedule set forth below:

JH
Father

4

ENH
Mother

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

3.3 Holiday Timesharing. The parents shall follow the holiday time-sharing schedule as delineated below. Holiday time-sharing supersedes the regular time-sharing schedule.

a. Thanksgiving Holiday Timesharing. The Father shall have the minor children for seven (7) consecutive days over the week of the Thanksgiving Holiday each and every year.

b. Winter Break Timesharing. The Father shall be entitled to seven (7) consecutive days with the minor children during the month of December each and every year which shall be inclusive of the Christmas Eve and Christmas Day holidays each and every year.

c. Spring Break Timesharing. The Father shall have the minor children for seven (7) consecutive days over Spring Break each and every year.

d. Easter. Easter shall be defined as 6:00 p.m. the Saturday preceding Easter until 7:00 a.m. the Monday following Easter Sunday. The Father shall have Easter each and every year.

e. Father's Day/Mother's Day. The Mother will likely be in South Carolina with the minor children on Father's Day. The Father may travel up to South Carolina, at his sole expense, to see the minor children. He shall be entitled to spend time with them on Father's Day but will not have an overnight. The Mother shall have each and every Mother's Day from 6:00 p.m. the Saturday preceding Mother's Day until 7:00 a.m. on the Monday following Mother's Day.

f. Summer Break. The Mother shall be entitled to timesharing with the minor children for the entire month of June each and every year. The Father shall be entitled to timesharing with the minor children for the entire month of July each and every year.

g. October Holiday Timesharing. The Mother shall be entitled to three consecutive weeks of timesharing with the minor children in the month of October each and every year, from October 10th through October 31st.

3.4 Exchanges. The acquiring parent shall pick up the minor children

JH
Father

ENH
Mother

from the other parent's home. Exchanges which occur on Monday, Wednesday, and Thursday shall occur at 7:00 a.m. Exchanges which occur on Tuesday and Friday shall occur at 5:00 p.m.

Once the Mother has moved out of the Marital Home, the parties agree to meet at a public location halfway between their residences to exchange the minor children at the same times designated in this paragraph.

3.5 Designation of Competent Adult. Each parent may designate any competent adult to pick up and return the child, as applicable. A parent or a designated competent adult must be present when the child is picked up or returned.

ARTICLE IV RECOGNITION OF CHILD'S RIGHTS

4.1 The child has the right to have two parents and to love each without fear of anger or hurt from the other.

4.2 The child has the right to develop an independent and meaningful relationship with each parent and to respect the personal differences of each parent and each home.

4.3 The child has the right to be free from being present during the parents' personal battles or being used as a spy, messenger, or bargaining chip.

4.4 The child has the right to enjoy the mother's family and the father's family, to see each of the families as being different from each other, and not to have these differences referred to as "better" or "worse."

4.5 The child has the right not to be questioned about the other parent's private life.

4.6 The child has the right not to hear parents speak ill of each other, nor to have to hear about the difficulties with the other parent.

4.7 The child has the right to see their parents being courteous to and respectful of each other.

4.8 The child has the right to develop and maintain age-appropriate activities and friends without fear of losing time with a parent.

4.9 The child has the right to their roots, which include grandparents, uncles, aunts, and cousins.

4.10 The child has the right to be a child: to be free from parents' guilt and not to assume adult or parent roles.

JH
Father

ENH
Mother

ARTICLE V
OTHER PROVISIONS RELATING TO THE CHILD

5.1 Communication Between Parents. All communications regarding the children shall be between the parents. The parents shall not use the children as a messenger to convey information, ask questions, or set up schedule changes.

5.2 Communication Between Parent and Child.

(a) Both parents shall keep contact information current. Telephone or other electronic communication between the children 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.

(b) The children may have telephone, e-mail, and other electronic communication in the form of text messaging with the other parent anytime, as may be age-appropriate.

(c) Each parent shall be entitled to a reasonable telephone or Skype/Facetime communication with the children when the children are time-sharing with the other parent, between 7:30 PM and 8:30 PM.

5.3 Costs of Electronic Communication. Each party shall be responsible for the cost of the party's own electronic communication with the other party or with the children.

5.4 Informed Whereabouts. Each parent shall keep the other parent informed regarding the whereabouts of the minor children, including with respect to overnight visits with relatives or friends. If a child will spend one or more overnights outside of the residence of the parent, that parent will provide to the other parent, upon request, the addresses, telephone numbers of each location, the length of the stay, and the name of all persons who may provide care for the child during the stay.

5.5 No Activity that Endangers Children. The parents shall refrain from engaging in any activity which may endanger the health, safety or morals of the children.

5.6 Relocation of Children. It is acknowledged that in the event that a parent seeks to relocate their principal residence subject to this Agreement more than 50 miles away from the current residence as provided by Section 61.13001 of the Florida Statutes, such parent shall comply with the provisions of Section 61.13001 by either (a) obtaining written agreement in accordance with

JH
Father

EWK
Mother

61.13001(2) of the Florida Statutes from the other parent, and any other person entitled to time-sharing, or (b) serving a Petition to Relocate signed under oath or affirmation under penalty of perjury in accordance with Section 61.13001(3) of the Florida Statutes, giving the other parent, and any other person entitled to time-sharing, 20 days to object to the relocation and to request a determination by the Court.

IF A PARENT ATTEMPTS TO RELOCATE THEIR PRINCIPAL RESIDENCE AND FAILS TO COMPLY WITH SECTION 61.13001(3) OF THE FLORIDA STATUTES REGARDING THE PETITION TO RELOCATE, SUCH PARENT MAY BE SUBJECT TO CONTEMPT AND OTHER PROCEEDINGS TO COMPEL THE RETURN OF THE CHILD, AND SUCH NON-COMPLIANCE MAY BE TAKEN INTO ACCOUNT BY THE COURT IN A SUBSEQUENT DETERMINATION OR MODIFICATION OF THE PARENTING PLAN, ACCESS, OR THE TIME-SHARING SCHEDULE.

5.7 Notice of Parent's Change of Residence. Either parent must give prior written notice at least thirty (30) days before the day that he or she is to relocate or change residence (regardless of whether the residence of the child will change). Such notice must include the new address.

5.8 No Disparagement of Other Parent. No parent shall make disparaging comments about the other parent to the children or while in the presence of the children, nor allow any other person to do so.

5.9 Travel. The parties may travel within the United States with the children during their time-sharing. The party traveling with the children shall give the other party at least fourteen (14) days written notice before traveling out of state unless there is an emergency and shall provide the other party with a detailed itinerary, including locations and telephone numbers where the children and party can be reached at least fourteen (14) days in advance of the date of travel.

A party may travel out of the country with the children during their time-sharing. At least thirty (30) days in advance of the date of travel, the traveling party shall provide a detailed itinerary including locations and telephone numbers where the children and the party may be reached during the trip. Each party agrees to provide whatever documentation is necessary for the other party to take the children out of the country.

5.10 School Designation. The parties agree that the minor children shall be home schooled, even during the Father's time-sharing. While the Mother resides at the Marital Home, the Father shall drop the children off at her home at 7:00 AM and pick them up at 5:00 PM. Once the Mother has vacated the Marital Home, the parties will meet to exchange the children at a public location halfway between the parties' residences at 7:00 AM and at 5:00 PM.

ARTICLE VI

JH
Father

QNH
Mother

**DEPENDENCY EXEMPTION,
INSURANCE, AND EXPENSES**

Child Care

6.1 The parties shall be responsible for any child care or daycare expenses incurred when the children are in their care.

Health Insurance

6.2 For so long as either party has a legal duty to support the child who is the subject of this Parenting Plan, or until further order of the Court, the Father shall be responsible for maintaining health insurance for the minor children. The children shall continue to be on their current MediShare plan until January 1, 2024, at which point the Father shall secure a health insurance plan for the minor children.

Noncovered Health Care Expenses

6.3 "Noncovered Health Care Expenses" means all ordinary, reasonable and necessary expenses not covered by insurance and incurred for medical, health, dental, psychological or psychiatric care on behalf of the child who is the subject of this Judgment, including but not limited to hospitalization, prescriptions, physicians, dentists, orthodontics (including braces), contact lenses and eyeglasses, examinations, and insurance copayments, and which are incurred while either party has a legal duty to support such child.

6.4 Noncovered Health Care Expenses shall be the responsibility of the parties, with the cost of noncovered health care expenses assigned between the parties on a 50-50 basis. A party who pays for a noncovered health care expense or receives notice of the same shall submit to the other party proof of payment or such notice within fifteen (15) days of payment or receipt of notice. Within fifteen (15) days after the other party receives such notification, the other party shall reimburse the paying party or pay the billing party directly for his or her share of the expense, as applicable.

Dependency Exemption

6.5 The Father shall claim B.H. each and every year for all tax and benefit purposes. The Mother shall claim J.H. each and every year for all tax and benefit purposes. Upon B.H. attaining the age of eighteen (18), the parties shall alternate claiming J.H. with the Mother claiming J.H. in even years and the Father claiming J.H. in odd years.

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

JH
Father

ENH
Mother

7.1 Resolution of Future Disputes. In the event of any disagreement regarding an issue between the parties, the parties shall first confer and exercise reasonable efforts to resolve such a dispute.

7.2 No Waiver of Breach. The failure of a party to insist on strict performance of any provision of this Parenting Plan shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

7.3 Severability. This Parenting Plan is severable, and if any term or provision is determined to be unenforceable, this shall not render the remainder of the Parenting Plan unenforceable.

7.4 Other Acts. Each party agrees to timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Parenting Plan.

7.5 Remedies for Enforcement. The terms and provisions of this Parenting Plan are enforceable in contract, in addition to any remedies for enforcement that may also be available at law to enforce any judgment that incorporates the Parenting Plan.

7.6 Default. If either party defaults in their obligations under the terms of this Agreement, the prevailing party is entitled to all reasonable attorney's fees and costs incurred to enforce this Agreement and to recover attorney's fees, whether at trial, appeal or otherwise.

JH
Father

ENH
Mother

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.

Dated: 7-18-23

Ellen N. Hinkle
ELLEN HINKLE, *Wife/Mother*

Dated: 7/18/23


Jason Kentworth Fraser
Jason Fraser, Esq.
Counsel for Wife/Mother

Father

GNH
Mother

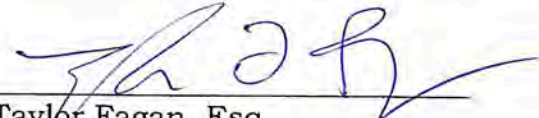
I certify that I have been open and honest in entering into this Parenting Plan. I am satisfied with this Plan and intend to be bound by it.

Dated: 7-18-23



JOSHUA HINKLE, *Husband/Father*

Dated: 07/18/23



Taylor Fagan, Esq.
Counsel for Husband/Father

Father

GNH
Mother

CHILD SUPPORT GUIDELINES WORKSHEET

Number of Overnights With

Children Live With Others:

Number Of Children 2 2 0

Percentage Share Of Support 100.00% 365 45.58% 205 54.42% 160

Taxable Income Amounts	COMBINED		
	Ellen	Joshua	Respondent
Self Employment Taxable Income	0.00	0.00	0.00
Social Security Taxable Income	11,961.56	5,461.56	6,500.00
Other Taxable Income	0.00	0.00	0.00
Taxable Spousal Support Income	0.00	0.00	0.00
Non Taxable Income	0.00	0.00	0.00
GROSS INCOME	11,961.56	5,461.56	6,500.00
Spousal Support Payments			
Deductible This Marriage	0.00	0.00	0.00
Deductible Prior Marriage	0.00	0.00	0.00
Non Deductible	0.00	0.00	0.00
TOTAL SPOUSAL SUPPORT	0.00	0.00	0.00
Taxes			
FICA - Social Security	741.62	338.62	403.00
FICA - Medicare	79.19	79.19	0.00
Self Employment Tax	0.00	0.00	0.00
Federal Income Tax	633.72	254.56	379.17
State/Local/Other Income Tax	0.00	0.00	0.00
TOTAL TAX	1,454.53	672.37	782.17
Other Deductions			
Mandatory Union Dues	0.00	0.00	0.00
Mandatory Retirement Payments	0.00	0.00	0.00
Parent's Health Insurance Payments	0.00	0.00	0.00
Child Support Ordered and Paid	0.00	0.00	0.00
Total Other Deductions	0.00	0.00	0.00
Total Deductions	1,454.53	672.37	782.17
Net Monthly Income	10,507.03	4,789.19	5,717.83

Minimum Child Support Need	COMBINED		
	Ellen	Joshua	Respondent
Shared Support Need	2,266.00	1,032.84	1,233.16
Number of Overnights With	365	205	160
Percentage of Overnights	100.00%	56.16%	43.84%
Payment Share to Other	679.20	1,038.81	
Pre Adjustment Transfer	0.00	359.61	
Child Care Costs Paid			
Uncovered Ins/Med/Dental Costs Paid	0.00	0.00	0.00
Day Care/Ins/Med/Dental Costs Share	0.00	0.00	0.00
Day Care/Ins/Med/Dental Share Adjust	0.00	0.00	0.00
Presumed Amount To Be Paid	SHARED	0.00	359.61
ADJUSTED GUIDELINES			
<input type="checkbox"/> Manual Child Support Amount		0.00	0.00
Net Available Income Analysis (For Family)			
Available Income	10,507.03	5,148.80	5,358.22
Per Capita Income		1,716.27	5,358.22
Adjusted Affidavit Needs Excess / Deficit	3,114.01	5,148.80	-2,034.80
Available Income Analysis Without Children			
Affidavit Needs Less Child Expenses		0.00	6,208.02
Available Income Without Children	10,507.03	4,789.19	5,717.83
Excess / Deficit Without Children	4,299.01	4,789.19	-490.19
Gross Income	94.27%	82.43%	
Net Income	107.51%	93.71%	

SH

evoh

Filename HINKLE_JOSHUA
CHILD SUPPORT GUIDELINES WORKSHEET

Number Of Children: 1 1 0
 Percentage Share Of Support: 100.00% 46.32% 53.68%

Number of Overnights With Children Live With Others: 365 205 160

Taxable Income Amounts	COMBINED		
	Ellen	Joshua	Respondent
Self Employment Taxable Income	0.00	0.00	0.00
Social Security Taxable Income	11,961.56	5,461.56	6,500.00
Other Taxable Income	0.00	0.00	0.00
Taxable Spousal Support Income	0.00	0.00	0.00
Non Taxable Income	0.00	0.00	0.00
GROSS INCOME	11,961.56	5,461.56	6,500.00
Spousal Support Payments			
Deductible This Marriage	0.00	0.00	0.00
Deductible Prior Marriage	0.00	0.00	0.00
Non Deductible	0.00	0.00	0.00
TOTAL SPOUSAL SUPPORT	0.00	0.00	0.00
Taxes			
FICA - Social Security	741.62	338.62	403.00
FICA - Medicare	79.19	79.19	0.00
Self Employment Tax	0.00	0.00	0.00
Federal Income Tax	800.39	254.56	545.83
State/Local/Other Income Tax	0.00	0.00	0.00
TOTAL TAX	1,621.20	672.37	948.83
Other Deductions			
Mandatory Union Dues	0.00	0.00	0.00
Mandatory Retirement Payments	0.00	0.00	0.00
Parent's Health Insurance Payments	0.00	0.00	0.00
Child Support Ordered and Paid	0.00	0.00	0.00
Total Other Deductions	0.00	0.00	0.00
Total Deductions	1,621.20	672.37	948.83
Net Monthly Income	10,340.36	4,789.19	5,551.17

Minimum Child Support Need	COMBINED		
	Ellen	Joshua	Respondent
Shared Support Need	1,454.00	673.49	780.51
Number of Overnights With Percentage of Overnights Payment Share to Other	2,181.00	1,010.24	1,170.76
	365	205	160
	100.00%	56.16%	43.84%
	442.89	657.50	
Pre Adjustment Transfer	0.00	0.00	214.61
Child Care Costs Paid	0.00	0.00	0.00
Uncovered Ins/Med/Dental Costs Paid	0.00	0.00	0.00
Day Care/Ins/Med/Dental Costs Share	0.00	0.00	0.00
Day Care/Ins/Med/Dental Share Adjust	0.00	0.00	0.00
Presumed Amount To Be Paid	SHARED	0.00	214.61
ADJUSTED GUIDELINES			
Deviation Factors	0.00	0.00	0.00
<input type="checkbox"/> Manual Child Support Amount	0.00	0.00	214.61
Net Available Income Analysis (For Family)			
Available Income	10,340.36	5,003.80	5,336.56
Per Capita Income	2,501.90	5,336.56	5,336.56
Adjusted Affidavit Needs Excess / Deficit	2,947.34	5,003.80	-2,056.46
Available Income Analysis Without Children			
Affidavit Needs Less Child Expenses	0.00	0.00	6,208.02
Available Income Without Children	10,340.36	4,789.19	5,551.17
Excess / Deficit Without Children	4,132.34	4,789.19	-656.85
Percentage Retained	Gross Income	91.62%	82.10%
	Net Income	104.48%	96.13%

54

ENJH