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

C. L. M.,
Former husband,

vs. **Case No. N**
V. A. K., f/k/a M.,
Former wife,

ORDER FINDING FACTS AND MAKING RULING

This matter came before the court at trial on November 10 & 12, 2009 and on February 4, 2010 on (1) the father's amended supplemental petition dated 8/11/2009; (2) the mother's amended supplemental counter petition dated 9/3/2009; (3) the father's "Motion for Enforcement of Temporary Mediated Agreement"on 11/21/2008; and (4) the mother's "Renewed Motion for Temporary Child Support" on 3/31/2009. It is ordered:

1. Preliminary Rulings

1.1 Father's motion in limine is granted The father's motion in limine filed 11/3/2009 is granted. The requests for admission served 9/10/2009 were admitted. They concern payments of child support paid by the father.

1.2 Mother's ore tenus motion to continue is denied The mother's ore tenus motion to continue is denied. She asks to continue because a teacher of the parties' daughter cannot be available for trial. She is now teaching school. The mother gave the witness a subpoena so it was not served by a person not a party who is over 18, as allowed by Rule 1.410(d). Had she been served as allowed, she would have to attend the trial. Also, there is no reason shown why she cannot testify after school is out.

2. The issues framed; Florida law applies; the parties' settlement agreement of February 2005

2.1 The pleadings and motions heard at trial

The parties have a child, N. L. M., born 3/12/2002. She is now in the second grade in a charter school that is part of the Lee County School District.

The father's amended supplemental petition filed 8/11/2009 alleges a substantial change in circumstances. Regarding parental responsibility, he asks the court to order shared parental responsibility, or, in the alternative, ultimate responsibility to him over aspects of the child's life, or, in the alternative, sole parental responsibility to him. He asks the court to order a time-sharing schedule in which the child lives with him most of the time. His original supplemental petition was filed on 11/13/2007.

The father filed a "Motion for Enforcement of Temporary Mediated Agreement"on 11/21/2008, which sought to enforce a "Temporary Mediated Agreement" signed by the parties on 10/29/2008. This motion was noticed for a hearing on 6/26/2009. Time expired on that day before this motion could be considered. The "Order on Pending Motions" dated 7/9/2009 continued the hearing on this motion for further hearings or the trial if not heard before the trial. Therefore, because this motion was not noticed for a hearing before trial, it was heard and considered at trial. It is ruled on in this judgment.

The mother's amended supplemental petition filed 9/3/2009 asks for child support, a parental

responsibility order, and a parenting plan that details a time-sharing schedule that specifies the "time that the minor child will spend with each parent, ..." She also asks the court for a time-sharing schedule in which the child lives with her most of the time. Her original supplemental counter petition was filed on 4/21/2008.

The mother filed a "Renewed Motion for Temporary Child Support" on 3/31/2009 that was set for a hearing on 6/26/2009. Time expired on that day before this motion could be considered. The "Order on Pending Motions" dated 7/9/2009 continued the hearing on this motion for further hearings or trial if not heard before trial. Therefore, because this motion was not noticed for a hearing before trial, it was heard and considered at trial. It is ruled on in this judgment.

2.2. Florida law applies

The parties were living in Pennsylvania when they separated. The parties' reached a settlement agreement in Pennsylvania in February 2005, which provided in part:

> " ... The parties further acknowledge that the relocation of Wife and the parties' child is in the best interest and welfare of the child since Wife will be able to secure better employment in the State of Florida to foster long term financial progress, as well as have the resources of her immediate family to continue to provide a stable home, family network and nurturing environment for the parties (*sic*) child to thrive.
>
> As to issues of custody the parties further agree that all issues regarding custody of the child shall be resolved in the State where the child and Wife reside, it being the express intent of the parties to waive any challenge of jurisdiction in the State where the child shall reside. ..."

The mother and the child have resided in Lee County, Florida, since March or April of 2005. Therefore, under the parties' agreement Florida law applies in this case, not Pennsylvania law. The parties agreed before the court that Florida is the child's "home state." This stipulation is supported by the fact that the child has resided in Lee County, Florida, since March or April of 2005. Therefore this court has jurisdiction over the parties and the child under the UCCJEA.

2.3 The parties' settlement agreement of February 2005 and Florida law

Since 1982, Florida law has separated the child's time-sharing schedule, that is, the calendar schedule detailing where the child will be living from time to time during the year, from "parental responsibility." *Session Law* 82-96 effective July 1, 1982. "Parental responsibility" means parenting decision-making. *See, e.g.*, F.S. §61.046(15) & (16) (2004):

> "(15) "Shared parental responsibility" means a court-ordered relationship in which both parents retain full parental rights and responsibilities with respect to their child and in which *both parents confer with each other so that major decisions affecting the welfare of the child will be determined jointly.*
>
> (16) "Sole parental responsibility" means a court-ordered relationship in which *one parent makes decisions regarding the minor child*." (*Emphasis supplied.*)

These definitions are now found in F.S. §61.046(17) & (18)(2009), and they are identical to the definitions found in the 2004 statute, which was version of Chapter 61 in effect when the parties entered into their settlement agreement.

So, "parental responsibility" is concerned with how parenting decisions will be made after parents separate. It is not concerned with where the child will be living from day to day during the

calendar year. The order detailing where the child will be living from day to day is now called the "time-sharing order." Formerly, the "time-sharing order" was the order that named a "custodial parent" or "primary residential parent", which meant "the parent with whom the child maintains his or her primary residence." F.S. §61.046(3)(2004). On October 1, 2008 the terms "custody", "visitation", "custodial parent", and "primary residential parent" were deleted from all Florida statutes dealing with separated parents. Before that change in the statutes, the terms "custody and visitation" were generally used to describe the "time-sharing"order, but those terms are now incorrect.

F.S. §61.13(2)(b)(2009) now requires the court to order a "parenting plan" that includes a "time-sharing schedule" and a "designation of who will be responsible for" parenting decisions. Therefore, under current law the "time-sharing" order and the "parental responsibility" order should be two, separate orders.

Regarding the parental responsibility order, since 1982 and until the present under §61.13(2) the court can order (1) the parents must share parental responsibility; or (2) the parents must share parental responsibility and one parent may have ultimate responsibility over some or all aspects of the child's life, *see, e.g.,Watt v Watt*, 966 So.2d 455 (Fla. 4th DCA 2007); *Hancock v Hancock*, 915 So.2d 1277 (Fla. 4th DCA 2005); *Schneider v. Schneider*, 864 So.2d 1193 (Fla. 4th DCA 2004); or (3) one parent may have sole parental responsibility. Those are the only three options under Florida law for allocating parental responsibility between the parents after the parents separate.

Further, the statute requires the court to order shared parental responsibility unless that would be detrimental to the child. So, sole parental responsibility can be ordered only if it is pled and proven that a shared parenting order would be detrimental to the child. *See, e.g., Furman v. Furman*, 707 So.2d 1183 (Fla. 2d DCA 1998).

The parties' settlement agreement of February 2005 does not mention parental responsibility. It says that the "*Wife shall have exclusive primary and legal custody of the parties (sic) child subject to Husband's periods of supervised visitation as agreed to by the parties. …*" This provision does not say the mother has sole parental responsibility over the child, even though this is how the father interprets this provision. *See* father's amended supplemental petition, paragraph 4.a. This provision of the settlement agreement does not mention a detriment to the child if shared parental responsibility is ordered. Because the words "custody" and "visitation" are used together in the same sentence in this provision, and because Florida law requires shared parental responsibility to be ordered in every case unless a detriment to the child is established, the court interprets this provision to be a time-sharing order and not an order for sole parental responsibility to the mother. This provision, therefore, is concerned with where the child will be living from time to time. It is not concerned with parental responsibility and parenting decision making.

However, even if this provision is interpreted to be an order for sole parental responsibility to the mother and also a time-sharing order, that would mean only that she could make all parenting decisions concerning the child, such as the choice of the child's school, her medical care, etc., without any participation from the father. A sole parental responsibility order does not give that parent any right to control, limit or restrict the child's right to frequent and continuing contact with both parents. The time-sharing order details the child's contact with her parents. Again, a parental responsibility is a separate order from the time-sharing order. A time-sharing order, after consideration of the best interest factors in §61.13(3), could make findings that justified limiting or restricting the child's contact with one parent. *See, e.g.,* §61.13(2)(c)2.,b.(2004) & (2009).

So, even if this is a sole parental responsibility order as well as a time-sharing order, it does not give the mother the power to grant or deny the child contact with the father or to otherwise regulate and control the child's time-sharing with her father. It requires the parents to arrange "periods of supervised visitation" between the father and the child. This has never happened since the settlement agreement was signed in February 2005. Rather, the mother has refused the child any

contact with the father after March or April of 2005, and she has agreed to no "periods of supervised visitation" between N. and her father.

Under Florida law since 1982 all of the children of separated parents have a right to "frequent and continuing contact with both parents after the parents separate", §61.13(2)(b)1.(2004) & §61.13(2)(c)1.(2009), unless the "best interests of the minor child" require that the child should not have contact with one parent. §61.13(2)(c)2.,b.(2004) & (2009) However, there is nothing in this record that establishes any reason why N. should not have frequent and continuous contact and time-sharing with her father.

Therefore, the court finds that the "exclusive ... custody" and "supervised visitation" provision of the parties' settlement agreement is unenforceable to the extent that it attempts to limit or restrict N.'s right to "frequent and continuing contact with both" of her parents or to the extent that it attempts to give one parent the power to regulate or control N.'s right to "frequent and continuing contact" when there is no factual basis justifying such control to one parent. If it is interpreted to restrict N.'s contact with one of her parents when there is no reason for it to be restricted, it is void because it violates the public policy declared in §61.13(2)(b)1.(2004):

> "It is the public policy of this state to assure that each minor child has frequent and continuing contact with both parents after the parents separate or the marriage of the parties is dissolved and to encourage parents to share the rights and responsibilities, and joys, of childrearing." F.S. §61.13(2)(b)1. (2004) & F.S. §61.13(2)(c)1. (2009).

It is unenforceable because there is no evidence in this case that justifies restricting N.'s contact with her father to "supervised" contact. He is not a danger to the child or the mother and he never has been. In the absence of some justification, N.'s parents cannot contract away her right to frequent and continuing contact with both of her parents, just as they cannot contract away her right to be supported financially by both of her parents. Any agreement between her parents that attempts to take away her right to frequent and continuing contact with both of her parents and her right to be supported by both of her parents is unenforceable because it is contrary to the public policy declared by the law that a child shall have "frequent and continuing contact with both parents after the parents separate" and a child shall also have the financial support of both of her parents after they separate.

To the extent that this provision of the agreement purports to give the mother any power or control over the child's contact with her father, it is also contrary to case law. *See, e.g., Schutz v Schutz*, 581 So. 2d 1290 (Fla. 1991), in which the supreme court held the parent with whom a child resides has the "affirmative obligation" to promote the other parent to the child and to facilitate and encourage a relationship between the child and the other parent. If this provision is read to allow the mother in any way to fail to fulfill this "affirmative obligation" then it is unenforceable because it is also contrary to this Florida law.

3. Findings

The parties have a child, N. L. M., born x/x/2002. She is now in the second grade in a charter school that is part of the Lee County School District.

The parties married on 8/9/2001 in New Jersey. N. was born on x/x/2002. The parties were then living in Pennsylvania about an hour's drive from the residence of the mother's mother, who lives in New Jersey. The parties lived together in Pennsylvania for 2 years after N. was born. They separated in March 2004. After they separated the mother took the child to Lee County, Florida, where her father lived. She stayed with her father in Lee County from March 2004 to July 2004 when she and N. returned to Pennsylvania. After she returned from Florida, the mother hired a lawyer in Pennsylvania and she filed a divorce action there. The parties were divorced by a Pennsylvania judgment dated

3/4/2005.

The divorce judgment incorporated the settlement agreement between the parties that was signed in February 2005. The settlement agreement was prepared by the mother's lawyer. The father was not represented by a lawyer. He signed the agreement without reading it because during the 11 or 12 months since the parties separated he and the mother had been cooperating well with the parenting of N.. He also hoped the parties would reconcile and he wanted to accommodate the mother. The agreement provided that the mother and child could move to Florida. The mother did move to Florida permanently with the child in March or April of 2005 shortly after the divorce judgment was entered.

Regarding N. the agreement provided that "... *Wife shall have exclusive primary and legal custody of the parties (sic) child subject to Husband's periods of supervised visitation as agreed to by the parties. The parties further agree that Wife shall be able to relocate to the State of Florida with the parties' child* ..." That was all the agreement said about a parenting plan, parental responsibility, and a time-sharing schedule. Incongruously, the mother testified at trial that agreement for "supervised visitation" was "not meant to restrict his contact in any way."

The original settlement agreement prepared by the mother's lawyer summarizes the mother's attitude regarding N. and her father. The mother believes she has the power to control and regulate the child's contact with her father. In testimony, at trial and in a preliminary hearing, but not in her amended petition at issue, the mother has suggested that she was the victim of domestic violence and she made references to the father being a danger to her and the child. However, there never was any domestic violence at all against the mother by the father at any time while the parties were together or after they separated, and the father is not now and he never has been a danger to the child or the mother whatsoever. The mother's allegations and suggestions of danger to her and the child are a reflection of and a justification for her belief that she can control and even cut off the child's contact with the father. However, the mother's allegations and suggestions of danger to her and the child have no basis in fact. The mother's unjustified controlling attitude is the issue in this case.

For her own personal and unknown reasons the mother has acted inconsistently, irrationally, and erratically with regard to the child's contact with her father. She has failed and refused to foster and promote a relationship between N. and her father, for no sufficient reason. She has actively interfered, blocked and obstructed with that relationship.

The agreement did not provide for any child support to be paid to the mother. The mother told the father that she did not "need" any child support from him, which is another reflection of her desire to exclude the father from N.'s life. Nevertheless, the father has paid the mother $6,800 in child support between July 18, 2007 and January 23, 2009, and he has kept the child continuously covered by health insurance since she was born. He has kept the mother informed of this coverage and how to make claims on the policies. The father stopped paying child support in January 2009, because in December 2008 the mother returned to him the Christmas presents that he had sent to her for N.. Her reason for returning the father's gifts for N. are unknown and were not adequately explained. This is another example of the mother's failure to promote a relationship between N. and her father. Returning those gifts is an example of her active interference with the relationship between N. and her father and it illustrates how she has failed to promote and encourage a parent-child relationship between N. and her father. It demonstrates her belief that she controls the child's relationship with the father.

Between N.'s birth on 3/12/2002 and the parties' separation in 3/2004, the child was cared for by both of her parents with no difficulties or problems. After the parties separated in 3/2004, the wife flew with the child to Lee County, Florida, with no notice or approval from the father. She stayed with her father in Lee County from 3/2004 to 7/2004.

Shortly after she got to Lee County in 3/2004 the mother filed a petition for protection against

domestic violence on 3/5/2004. The parties' daughter was not named as a party in the mother's petition. The mother was the only petitioner. The sworn allegations of the petition were legally sufficient for a temporary injunction to be entered without notice to the father. Therefore, as required by law the judge assigned to the D.V. case issued a temporary injunction *ex parte*. The father was served with the temporary injunction in Pennsylvania on 3/9/2004. As required by law, a hearing was held on the mother's D.V. petition within 15 days after it was filed. The father requested in writing that he be allowed to appear by telephone but that request was denied. The father could not afford to travel to Lee County on such short notice. Therefore, when the hearing was held on the mother's petition on 3/16/2004 she was the only witness at the hearing. Based on her testimony a permanent injunction was granted against the father for one year until 3/15/2005. The mother did not make a motion to extend the permanent injunction so it expired on 3/15/2005.

The mother returned to Pennsylvania in 7/2004. When she got back to Pennsylvania she filed a lawsuit to make the Florida D.V. injunction a Pennsylvania injunction and she also asked for possession of the former marital home where the father was then living. The mother also agreed to modify the injunction to allow contact between the parties. The Pennsylvania court granted the mother's request to have the Florida injunction made the order of the court in Pennsylvania, but denied her request for an order requiring the father to move out of the former marital home. Nevertheless, the father voluntarily moved out of the house so the mother and N. could live there. The father moved out of the house because he wanted the mother and N. to be comfortable and he was trying to accommodate the mother. At this time, N. was 2 years old. She began having regular, frequent and continuing contact with both parents.

However, the mother soon disrupted N.'s contact with her father. By August 2004 she was again restricting and limiting N.'s contact with her father, for no sufficient reason. The father then hired a lawyer in Pennsylvania. After that lawyer got involved N.'s contact with her father resumed, but it soon became difficult again for him to stay in touch with the child because of the mother's controlling attitude. The child made no contact with the father at Christmas in 2004 because the mother refused to allow any contact. On N.'s third birthday on 3/12/2005, the mother failed to show up for a planned meeting between N. and her father but later that day she called the father and they did get together very briefly. At the meeting that day the mother informed the father that she was moving back to Lee County, Florida. She made that move in March or April of 2005. The Florida D.V. injunction expired on March 15, 2005, and the mother did not make a motion to extend the injunction.

After her second move to Florida, the father's contact with N. was sporadic because the mother did not foster and promote a relationship between N. and her father. She did not keep him informed of her phone number and address. In fact, the mother refused to give the father her address until the hearing in this matter held on 6/26/2009, as the court found in the Order on Pending Motions dated 7/9/2009. After the mother came back to Florida, the father had to call the mother's father to find out how he could get in touch with his daughter. The mother also did not keep the father informed of the child's school work. The father was not able to get school information about N. until October 2009, a couple of weeks before the first day of the trial, but not because of anything the mother did; rather, he got the information because of the Order of this court dated 7/9/2009, which ordered that he was entitled to any and all school information about N. to the same degree that the mother is entitled to it. The court ordered this because that is Florida law, namely, that separated parents have an equal right to school information about their child. F.S. §61.13(2)(b)3.(2004) & §61.13(2)(c)3.(2009).

The mother's attitude, as always, has been that she controls the father's contact with the child and even his access to her school records. She has purposely excluded the father from contact with N. and she has excluded him from any participation in parenting decisions. She never provided the father with N.'s school information. Because the mother cut N. off from consistent, regular and frequent contact with her father, on 11/13/2007 the father filed his supplemental petition to modify,

which he amended on 8/11/2009.

The mother's first argument against the father's supplemental petition is that a written contract, that is, the marital settlement agreement signed in February 2005, determines and controls N.'s right of contact with her father. In other words, her primary argument is that parents can contract away a child's right to regular, frequent and continuing contact with both of her parents, when there is no reason to take away that right, such as domestic violence or abuse, abandonment or neglect, of which there is none in this record.

Her second argument is that the father does not actually want to be in contact with N., as evidenced by his lack of contact with the child since she came to Florida in March of 2005. This is a self-serving and circular argument. The mother argues that because she did nothing to keep the child in touch with her father, so that he could not find her and N., much less make contact with N., and even though she has blocked and obstructed his efforts to maintain a relationship with his daughter, he does not actually want to be in touch with the child. She makes this argument despite the fact that the father hired lawyers in Pennsylvania and in Florida and incurred great expense to pursue this action to put N. in contact with him and to force the mother to respect the child's right of contact with both of her parents. The mother seems to actually believe that the father has gone to this effort and expense only to make her life more difficult.

After the father filed his supplemental petition, the parties reached a "Temporary Mediated Agreement" on 11/19/2008. In the agreement, the mother insisted on a psychological evaluation of the father to address "the mother's concerns that previously warranted supervised visitation." However, there is no evidence at trial that the father has any mental illness or a need for an evaluation. Nevertheless, to placate the mother the father agreed to the evaluation and he paid for it. His agreement to this evaluation is found in the first paragraph of the "Temporary Mediated Agreement." The second set a schedule for phone and mail contact between N. and the father, and the third paragraph required the mother for send the father copies of the child's report cards, "some school work, photos or artwork on a regular basis, no less than monthly." The mother did not perform her end of this agreement.

The father agreed to a psychological evaluation because he was confident that an evaluation would demonstrate that the was not a danger and he was right. The evaluation was conducted over four sessions in November and December 2008 and the report was rendered on January 26, 2009. The evaluator interviewed both the mother and the father. The father traveled to Lee County to participate. The father was given psychological tests. The evaluator was Robert B. Silver, Ph.D., L.M.F.T. Dr. Silver has testified many times before the court. He is a qualified psychological evaluator with very considerable experience and training in family counseling and family psychology. He specializes in family and marriage psychology and counseling.

Dr. Silver concluded that there was no basis for the mother's allegations against the father. He said that there is "no tangible evidence of physical abuse or actual harm to his daughter ..." He also noted that the mother "made it abundantly clear that the only result she would accept would be one that validated her preexisting beliefs. Therefore, it is not thought that she would honor or support unsupervised visits. Indeed, she threatened to do whatever was necessary to protect her daughter if she did not think a court decision did." In sum, Dr. Silver concluded that the mother's pre-existing beliefs, for which there was no basis in fact, were limiting and interfering with the child's contact with her father, a conclusion that is supported by all of the other evidence in this case.

The emails between the parties demonstrate that after the mother moved to Florida permanently in April 2005 the father repeatedly asked for contact with his daughter and that the mother was indifferent and sometimes hostile to his requests. She generally just ignored his requests. In all of 2006 the mother allowed N. to have only one phone conversation with her father. The mother refused to provide the father with her address and telephone number until the hearing held in this

matter on 6/29/2009. The only way the father could make contact with the mother was by calling her father, who understandably became weary of being the go-between. Finally, the father hired a lawyer and filed his supplemental petition on 11/13/2007 so he could force the mother to put him in touch with N.. Each time he has retained a lawyer, in Pennsylvania and in Florida, the mother has temporarily agreed to contact between the father and N., but then, without any explanation or justification, she has unilaterally suspended the contact and ignored the father's efforts to renew it. For instance, the parties agreed to phone and mail contact in the second and third paragraphs of their "Temporary Mediated Agreement," but the mother has failed and refused to carry out the terms of those paragraphs. She has not allowed phone and mail contact as provided there and the father could not obtain school information about N. until the court ordered he was entitled to that access in the Order dated 7/11/2009 and the school then provided it to him directly.

This pattern continued between the first two days of the trial in November 2009 and the third day in February 2010. For unknown reasons, the mother did not permit contact between the child and her father during the holiday season of 2009. This illustrates her attitude. For her private reasons, she has demonstrated that she does not have the capacity to facilitate and encourage a close and continuing parent-child relationship between the child and her father. On the contrary, she has demonstrated that her desire is to exclude the father from N.'s life and that she has acted on that desire consistently and continuously since the parties separated

After a temporary hearing in this case on 6/29/2009 the court found no reason to require contact between N. and the father to be supervised, so the court ordered unsupervised contact for ten days during July 2009, from July 14 to July 24, which was a time when the mother planned to be visiting her mother in New Jersey near the father's home in Pennsylvania. This visit went very well. After the child went back to the mother on July 24, 2009, the mother called the father and sent N. back to the father's house for another 11 days, from August 1 to August 11, 2009.

However, an episode on August 11, 2009 demonstrates how unstable and irrational the mother can be when dealing with N. and her relationship with her father. On the evening of the 10th, around 7:00 p.m., N. had her customary, face-to-face "Skype" visit with the mother over the father's computer. That conversation seemed to be uneventful but the mother testified at trial that she "saw something" on N.'s face in that transmission that she believed indicated to her that N. was in danger, even though in fact she was having a delightful visit with the father, his wife, and their children and she was in no danger whatsoever.

Later, around 1:00 a.m. on the morning of the 11th, as a result of the mother's call to local authorities, police officers came to the father's house in Pennsylvania, went through the house and demanded to see N., who was of course sound asleep. The father woke her up so that the officers could talk to her. The officers left after speaking to the child.

Next a person called the father's house about 1:30 a.m., identified himself as "Dr. Fritz", and demanded to talk to the child. "Dr. Fritz," it turns out, is a well-meaning friend of the mother that she enlisted in the early hours that morning to join her in her campaign to protect N. from an imaginary danger. The mother apparently can be very convincing when discussing her baseless fears with her well-meaning family and friends. The father was naturally disturbed by the request of a strange person asking to talk to his daughter at 1:30 in the morning. However, rather than hang up on such a strange caller, he asked "Dr. Fritz" for his license number. He then went off the line and verified on the Internet that a licensed "Dr. Fritz" actually existed. He then called the doctor back and spoke to him.

Next, as a result of more conversations with the mother, the local police officers returned again that same day to the father's house at 11:00 a.m. and they again demanded to see the child. They again talked to her and also the father and his wife, Ericka. They again took no action and left. The mother made a third call to the police after this second visit, but having already responded to two false calls from the mother the police declined to make a third visit.

The officers came to the house on these two occasions and "Dr. Fritz" called the father's house at 1:30 a.m. because of the mother's irrational and baseless beliefs about "something" she saw on N.'s face in a Skype transmission. On August 12, 2009, as previously agreed between the father and the mother, N. was returned to the mother.

N.'s visit with the father and his family during July and August 2009 was a positive experience for the child. She met her half-siblings and the father's stepson. She also met the father's wife, Ericka. The father's wife is a "stay at home" mother for the last 10 years. N. was happy and contented during this visit and she was in touch with the mother by "Skype" over the father's computer. The father knows how to keep the child in touch with the mother when the child is with him and he did not interfere with her contact with her mother in any way.

The father's present wife, Ericka, is articulate, intelligent, and mentally healthy. She is a credible witness. She understands a child's need to be in touch with both parents. She keeps her son by her first marriage, Nicholas, in regular and frequent contact with his father. Ericka "co-parents" this child with his father. Ericka cannot understand the mother's refusal to provide the father with information about N., from her school and doctors, because she freely discusses all of these matters with Nicholas' father. She cannot understand why the mother is so difficult to deal with and she cannot see any reason for it. The court agrees with this understanding. There is no rational reason why the mother blocks, interferes with, and obstructs N.'s relationship with her father. Ericka said that she understands boundaries and she insists that N. call her by her given name and not "mother." Ericka has never experienced any intimidation or danger from N.'s father, much less domestic violence, and she reports that he is a model father to her son, Nicolas, and their three children.

The contrast between Ericka's dealings with her ex-husband and the mother's treatment of the father could not be more dramatic. The mother's conduct since the parties separated in March 2004 demonstrates that she feels no obligation at all to "co-parent" with the father, for no rational reason, and she feels no obligation to allow N. to have regular, frequent and continuing contact with her father and that the father's contact with N. has been allowed by the mother only when she is under the pressure of a court proceeding. Her conduct demonstrates that she believes she has the power to control N.'s relationship with her father.

The father is now 44 years old. He is employed as a supervisor of a natural gas company. He oversees field operations for the company. He is remarried and he and his wife have three children of their own. His wife also has a child by her first marriage, Nicholas, and this child lives with the father and his wife most of the time. Nicholas makes regular, frequent and continuing contact with his father. The father and his wife have a home that is adequate for their children, Nicholas and N..

A few days before the trial, the mother remarried. Her husband is K K. He is a straightforward and credible witness. He has very little experience with the father. He does not know anything about the father's efforts to make contact with N.. He testified that the mother wants him to be "the father figure in N.'s life" because "she doesn't have one in her life." It is true that N. does not have a father figure in her life because the mother has prevented and blocked the father from participating in N.'s life since the parties separated.

The mother's father also testified. The mother has lived with him or in one of his residences since she moved to Florida with N. in March 2005. In recent months she and her husband moved into another residence owned by her father. Her father has provided financial support for the mother and N., beyond the child support paid by the father. He is a straight forward and credible witness. When asked the reasons for his daughter's divorce from Mr. M., he said that his daughter told him that "They weren't getting along and that Chris had lied to her about his finances and that she couldn't live with a person who did that to her." Both parties testified that during their marriage they had financial difficulties and that they argued about their finances.

The mother's father did not mention domestic violence or any other danger as a reason for the

parties' break up, although he said that after his daughter returned to Florida the second time, in March 2005, she told him that she was "afraid" of the father, but her father did not testify to any reasons for this fear. From the beginning of their separation, the mother has demonstrated a controlling attitude with regard to N.'s contact with her father, for no sufficient reasons, and her attitude has no doubt caused some angry reactions from the father. For instance, the father was unhappy about the mother's unilateral and abrupt decision announced on March 12, 2005 to take N. and move her to Florida. However, an angry reaction is not a "danger" to the mother or the child.

The mother's father also testified that his daughter is critical of the father and that he cannot remember her saying anything good about the father to him. He said that the father has called him "many times" saying that he cannot get through to the mother and saying she will not return his phone calls. He said that sometimes the father has been angry in these phone calls, which is not surprising.

Although the mother's father is a credible witness, he is not above taking his daughter's side in the parties' dispute and he can be drawn into the world of his daughter's beliefs. During a recess in the first day of the trial he called the father "a male donkey," although he used a common and offensive term. This was not helpful but it is telling of this witness' attitude toward the father.

The mother is now 34 years old. She said she has been in nursing school in Lee County since "2006" and she expects to graduate in "the spring of 2010." She is not now employed and she has not been employed since before the parties separated in 2004. The mother graduated from college in May 2000. She started college in 1993. After graduation the mother worked for a medical supply company until 2002. She left that job after N. was born on 3/12/2002. So, she has not worked outside of the home for more than seven years, even though the settlement agreement of February 2005 said "... the relocation of Wife and the parties' child is in the best interest and welfare of the child since Wife will be able to secure better employment in the State of Florida to foster long term financial progress ..." In fact, she has not obtained a job in Florida since she came here in March or April of 2005.

Regarding the mother's testimony against the father, that the father is somehow a danger or a threat to her and the child, the court notes that the claim that the father is a danger or a threat to her and the child is not stated in her supplemental petition. This claim is only made in the mother's testimony, but even her testimony is contradictory. These claims of the mother have no basis in fact. The source of these fears is unknown, but they do not originate from any reality concerning the father. The court accepts Dr. Silver's report and finds that all of the evidence in this record supports Dr. Silver's conclusion that the father is not and never was a danger or a threat to the mother or the child whatsoever. The father and his wife are capable of taking good care of N.. The greater threat to N.'s best interest is the mother's persistent, long term failure to facilitate, promote and encourage a close and continuing relationship between N. and her father, a failure that extends from March 2004 until the trial date, a failure that derives from the mother's unresolved negative feelings for the father.

The mother is the obstacle to N. having continuing, regular and frequent contact with both of her parents. As alleged in the father's amended supplemental petition, the mother's issues derive from her inability to separate her needs from the child's needs and from her dislike of the father, perhaps because she blames him for not providing for the family financially.

Whatever the source of her issues with the father, the mother's unresolved issues with the father make her spiteful and vindictive and they are interfering with the child's right to a regular and continuing contact with her father. It is a detriment to the child that she has not had a close and continuing parent-child relationship with both of her parents because of her mother's conduct. The mother's obstruction of the child's contact with her father is a substantial change in the circumstances since February 2005 that was not contemplated when the Final Judgment or the settlement agreement were entered. Even the mother testified that the "supervised visitation" provision of the settlement agreement was not intended to "restrict his contact in any way." The Pennsylvania final judgment contemplates that the parties will agree upon a time-sharing schedule, but the mother's attitude and

conduct blocked any consistent, regular and appropriate schedule so none was ever agreed upon.

These parties do not have a parenting plan, which is required by §61.13(2) as amended effective10/1/2008. A parental responsibility order must be included in a parenting plan, along with a time-sharing schedule. The parties never had a parental responsibility order or a time-sharing schedule, even though these were required by §61.13(2)(2004). The parties' supplemental petitions ask the court to establish a parenting plan for the child that includes both a parental responsibility order and a time-sharing schedule.

The father presented a proposed parenting plan in his proof on the November trial dates. The mother did not present a parenting plan in the November trial dates so the court set a continued trial date on February 4, 2010 so the mother could present a parenting plan. The plan she presented in court on February 4, 2010 proposed that the child spend 3 weeks with the father during the summer. No other time-sharing was proposed. The plan she filed after the November trial days provided for substantially more time-sharing between the father and the child throughout the year. This reduction in the time-sharing that the mother proposed in her two proposed parenting plans, in November 2009 and in February 2010, are consistent with the mother's belief that in general N. should have very little if any contact with her father, and the reduction in her proposal for N.'s time with her father between her first plan and her second plan are consistent with her pattern of restricting the child's contact with her father.

If the father had not persisted in this case, N. would have lost all contact with her father, for no reasons other than the mother's own private, vindictive reasons. The mother now wants to substitute her husband as N.'s father. Most fathers would simply give up in the face of such persistent, unjustified obstruction, but he did not. It is fortunate for N. that he had the means and the persistence to continue.

4. Ruling

4.1 Credibility In every case in which the judge is the finder of fact, the judge must size up the witnesses and decide which are credible and which are not credible, and of those who are credible the court must decide if some of their evidence is nevertheless unreliable, even if they are credible witnesses. For a witness who is not credible, the court must likewise go further and decide if some of that witness' evidence is nevertheless reliable or if it is all unreliable. The court has done this in this case.

The court has seen and heard the parties and their witnesses in the courtroom, on the trial date and at preliminary hearings. The court has carefully considered the testimony of the parties and has closely observed and listened to the parties and the witnesses, how they testified and how they acted as well as what they said. The court has considered the interests of the parties and the witnesses. In this case, interest is the major factor in considering the issue of credibility.

This lower court record consists of the substance of the testimony - dates, events, what happened, what a party said, documents admitted into evidence, etc. - and also how the witnesses said it - their demeanor, how they acted, and their motives and interests. The questions that a party asks, the tone and demeanor of the questioning and the matters inquired into and not only the answers to the questions, are also part of the record.

The entire record consists of the trial record and the behavior of the parties before and during the litigation. It consists of the motions and pleadings filed by the parties, and the evidence and questions heard at preliminary hearings. It consists of the arguments of the parties. This entire record bears on the credibility of the parties and the witnesses.

The issues in this case were a parenting plan, a time-sharing schedule, and child support. A substantial change in circumstances since the parties' divorce is another issue. On these issues, the father was a credible witness. He is straightforward and direct when answering questions. His

testimony is consistent. He is calm and deliberate. He respects court orders, such as the Florida injunction, which expired in March 2005. He has resorted to legal processes to obtain and enforce contact and time-sharing with N.. He has been reasonable and deliberate in his efforts to stay in contact with his daughter.

The mother, on the other hand, was less credible. She was an evasive witness. She does not respond to the questions asked, but rather responded to questions with lengthy, nonresponsive declarations and narratives that were largely self-serving and not an attempt to give a direct answer to the question asked. Much of her testimony is unreliable. Her conduct since the parties separated speaks loudly about her inability to separate her needs from N.'s best interests. She ignored the child's right to time-sharing with both of her parents. She has acted as it suited her with regard to N.'s contact with her father. For her own private reasons she obstructs the child's contact with her father. There is no legally sufficient reason for her to be an obstacle to the child having a relationship with her father. Her allegations of "abuse" or "danger" have no basis in fact. They appear to be only a subterfuge and an excuse to keep N. separated from her father. The mother willfully disregards the child's right to be in touch with both of her parents regularly, frequently and continuously.

The mother's father and her husband are credible witnesses. The father's wife was a credible witness. They all answered the questions asked directly, forthrightly, and without embellishment.

4.2 Jurisdiction **The parties' child is N. L. M., born 3/12/2002**. This court has subject matter jurisdiction and personal jurisdiction over the parties and the child. This court has jurisdiction over all parenting issues under the Uniform Child Custody Jurisdiction and Enforcement Act, the International Child Abduction Remedies Act, 42 U.S.C. ss. 11601 et seq., the Parental Kidnaping Prevention Act, and the Convention on the Civil Aspects of International Child Abduction enacted at the Hague on October 25, 1980. Under Florida law, an order for a parenting plan, parental responsibility order, and a time-sharing schedule is a "custody" order under those laws. Florida law does not use the terms "custody", "visitation", or "primary residential parent" in a proceeding between separated parents. Those terms have no meaning under Florida law in a case between separated parents.

4.3 Legal duty of both parents Both parents have a legal duty to promote the other parent to the child, and the child has a right to regular and frequent contact with both parents:

> "It is the public policy of this state to assure that each minor child has frequent and continuing contact with both parents after the parents separate or the marriage of the parties is dissolved and to encourage parents to share the rights and responsibilities, and joys, of childrearing." §61.13(2)(b) Florida Statutes (2009)

Both parents are ordered to "go the extra mile" with the other parent and make an extra effort to promote the other parent to the child. Both parents must work to solve any parenting difficulties that may arise. The Supreme Court of Florida has explained that both parents have an

> "...affirmative obligation to encourage and nurture the relationship between the child and the [other] parent... This duty is owed to both the [other] parent and the child. This obligation may be met by encouraging the child to interact with the [other] parent, taking good faith measures to insure that the child visit and otherwise have frequent and continuing contact with the [other] parent and refraining from doing anything likely to undermine the relationship naturally fostered by such interaction." *Schutz v Schutz*, 581 So. 2d 1290 (Fla. 1991).

This case is about N. having a meaningful relationship with both of her parents. It is about her mother being unable to help her have a meaningful relationship with her father. All of the children who have a parent living in another state do not lose their relationship with that parent. It is not easy but it is done in many cases.

A child's alienation from a parent, for whatever reason, has profound negative consequences for the child's entire lifetime. A child's ability to form healthy, trusting relationships with both parents is critical to the child's ability to form healthy, trusting relationships throughout her life. For this reason, Florida law provides that a child has a right to "frequent and continuing contact with both parents after the parents separate..." F.S. §61.13(2)(c)1. It is in a child's best interest that a child not be alienated from a parent.

N.'s separation and possible alienation from her father is the detriment N. that has suffered because of the mother's obstruction of a relationship between N. and her father. It is a detriment that will continue if the present arrangement is continued because the mother has demonstrated that she has no capacity to promote a relationship between N. and her father.

4.4 Parenting Plan: Parental Responsibility Order and Time-Sharing Schedule These parties do not have a parenting plan, which is required by §61.13(2) as amended effective10/1/2008. A parental responsibility order must be included in a parenting plan, along with a time-sharing schedule. The parties never had a parental responsibility order or a time-sharing schedule, even though these were required by §61.13(2) before 10/1/2008. Under the parties' supplemental petitions the court must establish a parenting plan for the child that includes both a parental responsibility order and a time-sharing schedule. .

The father presented a proposed parenting plan in his proof. The mother did not present a parenting plan in the November trial dates so the court set a continued trial date on February 4, 2010 so the mother could present a parenting plan. The plan she presented in court on February 4, 2010 proposed that the child spend 3 weeks with the father during the summer. No other time-sharing was proposed. The plan she filed in November after the first day of the trial provided for substantially more time-sharing between the father and the child.

The settlement agreement between the parties in February 2005 is void to the extent that it attempts to limit N.'s right to frequent and continuing contact with both of her parents, which is the public policy of Florida law, cited above. There is no factual basis that justifies a supervised time-sharing schedule between N. and her father, and there is no factual basis for the mother to have the "exclusive" power to determine if and when N. and her father shall have contact. That interpretation of the agreement, as argued by the mother, has only aided the mother her campaign to obstruct and interfere with N.s frequent and continuing contact with both of her parents.

This is the mother's first argument against the father's supplemental petition, that parents can contract away a child's right to regular, frequent and continuing contact with both of her parents. It has no merit. Parents cannot contract away a child's right to a relationship with one parent any more than they can contract away the child's right to be supported by both of her parents. Under Florida law the child of separated parents has a right to regular, frequent and continuous contact with both parents and she has a right to be supported by both of them. §§61.13(2)(b) & 61.30. Any contract of the parents to the contrary is void because it is contrary to the public policy declared by the statutes.

The mother's second argument also has no merit. Her second argument is that the father does not actually want to be in contact with N., as evidenced by his lack of contact with the child since she came to Florida in March of 2005. This is a self-serving and circular argument. The mother argues that because she did nothing to keep the child in touch with her father, so that he could not find her and N., much less make contact with N., and even though she has blocked and obstructed his efforts to maintain a relationship with his daughter, he does not actually want to be in touch with the child. She makes this

argument despite the fact that the father hired lawyers in Pennsylvania and in Florida and incurred great expense to pursue this action to put N. in contact with him and to force the mother to respect the child's right of contact with both of her parents. The court addressed the mother's second argument in the temporary order of 7/9/2009. It has no merit.

4.5 Father's supplemental petition is granted; mother's supplemental petition. The court finds the father's supplemental petition has merit. His petition is granted. To the extent that the mother's supplemental petition asks for "time-sharing schedule arrangements that specify the time that the minor child will spend with each parent, a designation of who will be responsible for any and all forms of health care, school-related matters, other activities, ..." the court grants her petition as provided below. To the extent that the mother's petition asks that N. reside most of the days of the year with her, it is denied.

To the extent that the mother's petition asks for a child support order, the court rules that the father may owe the mother an arrearage in child support since her petition was filed on 4/21/2008 until the date of this judgment. Although the parties' February 2005 settlement agreement provided that the father did not owe child support to the mother, in fact he has paid support to the mother, and the parents cannot contract away the child's right to be supported by both of her parents, just as they cannot contract away the child's right to frequent and continuing contact with both of her parents.

However, the evidence at trial was insufficient for a determination of a proper amount of child support between 4/21/2008 and the trial date and insufficient to determine the amount of child support paid by the father in that time. The evidence was insufficient for a child support calculation and an arrearage order because the amount of the parties' incomes month to month during that time was not in evidence. The employment day care amount for those months, the child's health insurance premium, if any, for those months, and the parties' health insurance premiums for those months was not in evidence. Therefore, the court reserves jurisdiction for further proceedings to determine a proper amount of child support due from the father to the mother between 4/21/2008 and the date of this judgment, and if an arrearage exists, the court reserves jurisdiction to determine how and when that arrearage will be paid. Therefore, the mother's "Renewed Motion for Temporary Child Support" on 3/31/2009 is also continued for hearing for further proceedings.

Because the court has granted the father's supplemental petition, payment of an arrearage order by the father to the mother may not be in the child's best interest because the child is now residing most of the days of the year with the father and payments from the father to the mother may reduce the father's ability to currently provide for the child. This is especially the case here where the court has not entered a current child support order requiring the mother to pay child support now that the child is living with the father most of the time. The court does not enter a child support order for payments from the mother to the father for the same reasons that no arrearage order is entered, that is, that the evidence at trial was insufficient for a determination of a current child support calculation.

Therefore, the court reserves jurisdiction over the entire issue of child support, both whether the father owes the mother an arrearage and whether the mother owes a current amount to the father, for further proceedings.

So, the father's supplemental petition is granted and the mother's supplemental petition is denied, except to the extent that the mother's petition asks for an amended time-sharing schedule and a parental responsibility order, which the court grants below, and the court reserves jurisdiction over the issue of child support for further proceedings.

4.6 Substantial change in circumstances - A substantial change in circumstances has occurred since the original dissolution judgment was entered that was not contemplated when that judgment was entered. That agreement and the Pennsylvania judgment contemplated that N. would have frequent and

continuing contact with both of her parents and that the parties would agree upon a schedule of contact and means of contact. However, since the judgment was entered the mother has blocked, obstructed, interfered with and prevented N. from having frequent and continuing contact with her father. She has completely failed to foster and encourage a parent-child relationship between N. and her father. She has no understanding of a separated parent's obligations under Florida law and no demonstrated capacity to fulfill those obligations. On the contrary, she has demonstrated a capacity to block, obstruct, interfere with and prevent N. from having contact with both of her parents. The parties' settlement agreement did not contemplate that the mother would not agree to any contact at all between N. and her father, unless it was forced on her by a court order. Florida law applies to the agreement and it must be read to be consistent with Florida law, which declares the public policy of this state is that a child of separated parents shall have frequent and continuing contact with both of her parents, which has not happened in this case because of the unilateral conduct of the mother. The mother's conduct has prevented N. from having a relationship with her father, and this is a detriment to the child and it is not in the child's best interest. The mother's conduct has put N. at risk of becoming alienated from one of her parents. Alienation from a parent is detrimental to N.'s development and will affect her for the rest of her life. It must be remedied immediately, to the extent that the court can remedy the situation. The court has considered all of the factors in §61.13(3) in this decision.

4.7 Designation of Parenting Plan and Time-Sharing Schedule - In deciding a parenting plan and a time-sharing schedule, the court must consider all of the factors in §61.13(3). The court has reviewed all of those factors in making a decision about the parenting plan and the time-sharing schedule. The court declines to make findings under each of the factors because the court finds this would not be in the child's best interest.

4.8 Parenting Plan, Sole Parental Responsibility Ordered, Detriment to the Child The law requires the court to "order that the parental responsibility for a minor child be shared by both parents unless the court finds that shared parental responsibility would be detrimental to the child." F.S. §61.13(2)(c)2.

In this case, the court finds that an order for shared parental responsibility would be detrimental to N.. In particular, the evidence demonstrates that the parties cannot share the parenting decisions for their child. Cooperation and communication to further the best interest of their child has not happened since they separated because of the mother's exclusion of the father from any parental responsibility. The mother is not capable of promoting the other parent to the child because of her own private reasons. She has not demonstrated any capacity to cooperate or communicate with the father concerning N..

A parent seeking sole parental authority or exclusive parental authority over some aspect of the child's life must first plead for this relief in his or her petition. *McDonald v. McDonald*, 732 So.2d 505 (Fla. 4th DCA 1999). In this case, both of the parties pled for sole parental authority or exclusive parenting authority over the child's life.

The court finds the father's petition has merit. **Therefore, the court hereby orders that the Father has sole parental responsibility for N. . Therefore, the Father shall have the sole authority over all parenting decisions concerning the parties' minor child**. *Roski v. Roski*, 730 So.2d 413 (Fla. 2d DCA 1999). The court finds it would be detrimental to the child to order shared parental responsibility because the parents' cannot communicate with each other about their child or anything else. The mother is largely responsible for their inability to communicate concerning their child. An order for shared parenting would ask them to do the impossible, that is, make joint decisions concerning their child, and it would require them to deal with each other, which would lead to further conflict, which would be detrimental to the child. Conflict between the parents concerning parenting decision

is detrimental to the child. *Roski, supra.* So, a shared parental responsibility order would be detrimental to the child and sole parental responsibility is necessary to avoid detriment to the child. *Grimaldi v. Grimaldi*., 721So.3d 820 (Fla. 4th DCA 1998).

Therefore, **the court orders that the Father has sole and exclusive authority to make parenting decisions concerning the child's education, pre-schools, schools, school choice, medical needs, dental, optical, orthodontic treatments, participation in sports, extracurricular activities, curfews, driving, obtaining a driver's license, dating, and all other aspects of parenting**. The Father may consult with the Mother but the decision in any parenting issue belongs to the Father. The court has considered all of the factors in §61.13(3) in making this parenting authority order.

The Mother is hereby granted authority to authorize emergency medical treatment on the child when the child is with the Mother but the Mother must promptly notify the Father of the emergency and then the Father has the authority to make a decision about non-emergency medical treatment.

This is a final parental responsibility order.

4.9. Both parents have equal access to school and medical records - Access to records and information pertaining to the child, including, but not limited to, medical, dental, and school records, may not be denied to either parent by any of these providers. Either parent has the same rights upon request as to form, substance, and manner of access as are available to the other parent of a child, including, without limitation, the right to in-person communication with medical, dental, and education providers. §61.13(2)(b)3. **However, this is not a final order of equal access to records and information and the court hereby reserves jurisdiction over this right of access.**

4.10. Time-Sharing Schedule - The court hereby orders that **effective immediately** the child will have contact with the parents according to the attached Time Sharing Schedule. **After considering all of the factors in §61.13(3)the court finds the child's best interests are served by having the child live most of the time with the Father beginning this date.** The time-sharing schedule ordered by the court is attached to this Final Judgment. This is a final order for a time-sharing schedule, except that the court reserves jurisdiction to modify paragraph 6 of the time-sharing schedule, regarding the child's school.

The court finds that the foregoing parenting plan and time-sharing schedule are in the child's best interests after considering all of the factors in §61.13(3). The court orders that the parents shall follow this plan and time-sharing schedule.

Pursuant to the father's "Motion for Enforcement of Temporary Mediated Agreement" filed 11/21/2008 and heard at trial, the court finds that the mother willfully refused to honor the contact provisions in the mediated agreement and also the parties' settlement agreement of February 2005. Therefore, pursuant to §61.13(4)(c)6. the court modifies the time-sharing schedule to adopted the attached time-sharing schedule. The court finds this time-sharing schedule is in the child's best interest. The court also finds that any other sanction allowed by that statute will not result in the mother's compliance. Therefore, the father's motion is granted.

In light of Dr. Silver's report, which the court accepts, that the mother is not likely to obey any order that does not comply with her pre-existing beliefs, the court orders that any and all sheriffs of the State of Florida, or any other authorized law enforcement officer in this state or in any other state, and their deputies shall assist the father if he requests their assistance to immediately deliver to him the minor child identified above from anyone who has possession, custody or control of the child and to place the minor child in the physical custody of the father without a further order of the court, at any time and from time to time as required and as requested by the father. This order shall be entered again in a separate order, which would be more suitable for delivery to law enforcement officers if it is necessary to involve them to make the transfer of the child from the mother to the father.

5. Attorney's Fees, Costs, and Suit Money The court reserves jurisdiction over the issue of attorney's fees, costs, and suit money, both entitlement and amount, for further hearings. Any further hearing on these issues must be preceded by a motion by either party asking for fees, costs or suit money, and a notice of hearing on the motion.

6. Reservation of Jurisdiction The court reserves jurisdiction of this action to enforce the final judgment and for all purposes specifically reserved. All of the findings and rulings in this Order are incorporated by reference in the "Final Judgment on Supplemental Petitions" entered this date.

Done and ordered in Fort Myers, Lee County, Florida, this _____

_____
R. Thomas Corbin, Circuit Judge

Copies provided to:
Eduardo J. Mejias, Esq., and Laurence J. Smith, Esq.