

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup> JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

In Re: The Matter of  
SHAMEIKA BRAILSFORD,

Case Number: 2011-029282  
FC 04, Section 12

Petitioner/Mother,  
and

ANTONIO BROWN,

Respondent/Father.

**NOTICE OF HEARING**  
**(Special Set - One half hour (1/2) Reserved)**

PLEASE TAKE NOTICE that the undersigned will call up for hearing before the Honorable Maria Espinosa Dennis, in the above styled Court at the Lawson E. Thomas Courthouse Center, 175 Northwest 1<sup>st</sup> Avenue, Miami, Florida 33128, Courtroom 23C on June 4, 2014 at 11:30 a.m. or as soon thereafter as counsel may be heard on:

**MOTHER'S ATTORNEY FEES AND COSTS**  
**AND**  
**GUARDIAN AD LITEM FEES**  
**AS RESERVED IN THE PARTIES MEDIATED PATERNITY SETTLEMENT**  
**AGREEMENT**

In accordance with the American Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the Court Administrators Office, Dade County Courthouse, 73 West Flagler Street, Miami, Florida 33130 no later than five (5) days prior to these proceedings. If hearing impaired, dial 1-800-955-8771, for assistance.


theJasmineBRAND.com theJasmineBRAND.com theJasmineBRAND.com theJasmineBRAND.com theJasmineBRAND.com theJasmineBRAND.com

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY, that a true and correct copy of the foregoing was provided to Adam Swickle, Esquire, Attorney for Father, 8211 W. Broward Boulevard, PH4, Plantation, Florida 33324 at Adam@swickleAssociates and Nancy Hass, Guardian Ad Litem and Honorable Maria Espinosa Dennis on this 10 day of April 2014.

**LAW OFFICES OF CINDY D. SACKIN**  
*Attorney for Mother*  
TransCapital Bank Building - Suite 200  
2100 E Hallandale Beach Boulevard  
Hallandale Beach, FL 33009-3770  
Telephone: (954) 455-0800  
Facsimile: (954) 455-9649

By: \_\_\_\_\_

  
CINDY D. SACKRIN  
FBN 500550

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup> JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

In Re: The Matter of

Case Number: 2011-029262  
FC 04, Section 12

SHAMEIKA BRAILSFORD,

Petitioner/Mother,  
and

ANTONIO BROWN,

Respondent/Father.

NOTICE OF FILING MEDIATED PATERNITY SETTLEMENT AGREEMENT  
AND PARENTING PLAN/SHARED RESPONSIBILITIES FOR MINOR CHILD

The Petitioner/Mother, SHAMEIKA BRAILSFORD, by and through undersigned counsel, files the parties Mediated Paternity Settlement Agreement and Parenting Plan/Shared Responsibilities for Minor Child in this cause.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was provided to Adam Swickle, Esquire, Attorney for Father, 8211 W. Broward Boulevard, PH4, Plantation, Florida 33324 at Adam@swickleAssociates and Nancy Hass, Guardian Ad Litem on this 11 day of April 2014.

LAW OFFICES OF CINDY D. SACKRIN  
*Attorney for Mother*  
TransCapital Bank Building - Suite 200  
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Telephone: (954) 455-0800  
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By: \_\_\_\_\_



CINDY D. SACKRIN  
FBN 500550

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IN THE CIRCUIT COURT OF THE 11TH  
JUDICIAL CIRCUIT, IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CASE NO. 11-029262 FC 04

IN RE: THE MATTER OF:  
  
SHAMEIKA BRAILSFORD,  
  
Petitioner/Mother,  
  
and  
  
ANTONIO BROWN,  
  
Respondent/Father.

MEDIATED PATERNITY SETTLEMENT AGREEMENT

THIS MEDIATED PATERNITY SETTLEMENT AGREEMENT made and entered into this  
9 day of April, 2014, by and between ANTONIO BROWN (hereinafter referred to as "Father")  
and SHAMEIKA BRAILSFORD (hereinafter referred to as "Mother"),

WITNESSETH:

WHEREAS, the parties had a relationship together; and

WHEREAS, there has been one child born of this relationship, to-wit: A. B. Jr. who was born  
in 2007; and

WHEREAS, the Mother instituted a paternity action and the Father has admitted that he is  
the Natural Father of the child; and

WHEREAS, in consequence of disputes and irreconcilable differences, the parties desire to  
settle all questions relating to paternity, parenting issues, child support and any and all other issues

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existing between them.

NOW, THEREFORE, in consideration of the premises and mutual covenants, promises and undertakings herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged between the parties, the said parties have agreed and do hereby agree as follows:

ARTICLE I

PARENTING PLAN

The Parenting Plan prepared and recommended by the Guardian Ad Litem, attached hereto as Exhibit "A" and incorporated herein by reference shall become the Final Parenting Plan of the parties. The parties desire that the Court approve said Parenting Plan and incorporate the same into a Final Judgment of Paternity.

ARTICLE II

CHILD SUPPORT

A. CHILD SUPPORT Based upon the income of the parties, and the timesharing arrangements, the Father's child support obligation is \$5,000.00 per month commencing May 1, 2014, and paid directly to the Mother. In addition to the above amount, the parties agree that a trust shall be created, whereby the Father shall contribute an additional \$5,000.00 per month into this trust. Said trust funds shall be utilized for the benefit (direct or indirect) for the reasonable and necessary needs of the minor child should they exceed the child support amount being paid directly to the Mother. The trust shall be created and the trustee shall be a banking or financial institution, the cost of the preparation of the trust being paid for by the Father. Both parties shall receive quarterly accountings from the Trustee. In the event there are funds remaining in the trust after the

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child support obligation ends, then in such event any remaining funds shall be utilized to pay for any post graduate college expenses (tuition, books, room, board or any and all other post graduate college related expenses). In the event there are no post graduate college expenses or there are remaining funds after said expenses, the balance shall be distributed to the child at such time as he reaches the age of 25.

The child support shall be paid thereafter until the happening of one of the following events, whichever event first occurs:

1. The child dies;
2. The child reaches age eighteen (18); or until graduation, if the child is still in high school performing in good faith with the reasonable expectation of graduation before the age of 19.
3. The child becomes self-supporting;
4. A child marries; and/or
5. The child becomes emancipated.

B. **HEALTH INSURANCE:** The Father shall be responsible to maintain and pay for health insurance for the minor child. The Father will be responsible for payment of 100% of all non-covered expenses, including but not limited to, medical, dental, vision, orthodontia, psychological and prescriptive expenses.

C. **DEPENDENCY EXEMPTION:** It is agreed that the parties shall alternate the dependency exemption for the minor child, with the Father claiming the exemption in odd years and the Mother claiming the exemption in even years. In the event on party shall not derive a tax benefit

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by claiming the exemption in his or her tax year, then in such event, the other party may claim the exemption in that tax year. Both parties agree to execute any tax forms necessary to effectuate the terms of this Agreement.

D. CHILD RELATED EXPENSES: The Father shall be solely responsible for any and all private school tuition (including but not limited to registration fees, books, and uniforms) through the child's minority; mutually agreed summer camp expenses and mutually agreed upon extracurricular expenses (including fees, uniforms, equipment, and transportation costs); field trips; college prep courses; tutoring; yearbook fees; prom tickets and the like. In addition to the above, the Father agrees that he shall be solely responsible for the cost of one trip per year for the Mother and minor child to travel on vacation to and from Florida.

E. 529 PLAN: The Father has established and is funding a 529 college plan for the minor child. The Father agrees to continue to fund said plan in the minimum amount of \$25,000.00 per year through the year the child first attends college. The Father shall provide proof of the same to the Mother annually, and he shall not be permitted to withdraw any funds from said account except for college expenses. In the event any or all of the 529 plan is not utilized for college or vocational school expenses (tuition, books, room, board, or any and all other college related expenses), the balance shall be the Father's property.

F. LIFE INSURANCE: The Father shall maintain term Life Insurance for the benefit of the minor child with a death benefit of no less than \$500,000.00 for so long as there exists a support obligation. The Mother shall be designated as the Trustee. The Father shall provide proof of the same to the Mother annually.

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ARTICLE III

ATTORNEY FEES, COSTS, GUARDIAN AD LITEM FEES AND MEDIATION COSTS

The Court shall retain jurisdiction to determine any and all claims for attorney fees, costs, Guardian Ad Litem fees, and Mediation costs.

ARTICLE IV

INCORPORATION INTO FINAL JUDGMENT

Nothing contained in this Agreement shall be construed to prevent either party from obtaining a Final Judgment of Paternity in any competent jurisdiction, subject to the following:

A. It is agreed that this agreement contains all of the material terms of the parties agreement and this Agreement may be offered in evidence by either party in any Paternity action and, if acceptable to the Court, shall be incorporated by reference in the Judgment that may be rendered. However, notwithstanding Incorporation in the Judgment, this Agreement shall not be merged with it, but shall survive the Judgment and be binding on the parties for all time.

ARTICLE V

REPRESENTATIONS

The parties represent to each other:

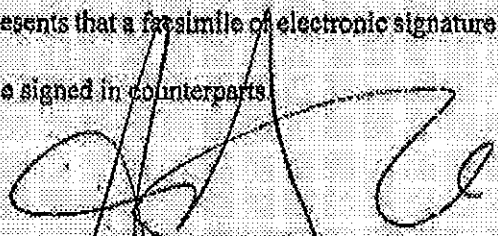
A. Each has had the opportunity to have independent legal advice by counsel of his or her own selection in the negotiation of this Agreement, and each party has voluntarily waived the same. Each party is signing this Agreement freely and voluntarily, intending to be bound by it.

B. Each understands and agrees that this Agreement constitutes the entire agreement of the parties. It supersedes any prior understandings or agreements between them upon



the subjects covered in this Agreement. There are no representations or warranties other than as set forth in it.

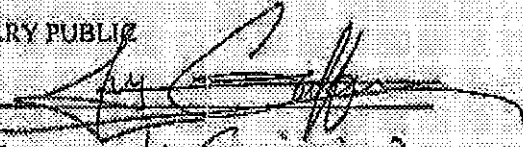
C. Each party represents that a facsimile of electronic signature shall constitute an original and this Agreement may be signed in counterparts.

  
SHAMEIKA BRAILSFORD

STATE OF Pennsylvania  
COUNTY OF Allegheny


SWORN TO or affirmed and signed before me on 9<sup>th</sup> day of April 2014 by Shameika Brailsford

My Commission Expires: September 13<sup>th</sup> 2017

NOTARY PUBLIC  
SIGN   
PRINT Jay Griffin  
State of Florida at Large

Personally known  
Produced identification  
Type of identification produced Florida Drivers License

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Jay Griffin, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires Sept. 10, 2017  
PENNSYLVANIA ASSOCIATION OF NOTARIES

  
Witness #1 to Mother's signature

  
Witness #2 to Mother's signature

Antonio Brown  
ANTONIO BROWN

STATE OF Pennsylvania  
COUNTY OF Allegheny

SWORN TO or affirmed and signed before me on April 9, 2014 by Cara Mia Grassi, a Notary Public

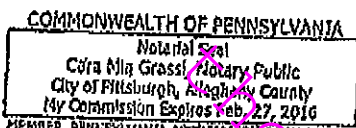
My Commission Expires: 2/27/16

NOTARY PUBLIC

SIGN Cara Mia Grassi

PRINT Cara Mia Grassi

State of Florida at Large  
State of Pennsylvania



Personally Known  
 Produced Identification  
Type of identification produced PADL

[Signature]  
Witness #1 to Father's signature

[Signature]  
Witness #2 to Father's signature

Cindy Seel Esq  
Cindy Sackrin, Esquire

Adam Swickl, Esquire  
Adam Swickl, Esquire

Nancy A. Hass  
Nancy Hass, Guardian Ad Litem

Antonio Brown  
ANTONIO BROWN

STATE OF Pennsylvania  
COUNTY OF Allegheny

SWORN TO or affirmed and signed before me on April 9, 2014, by Cara Mia Grassi, a Notary Public

My Commission Expires: 2/27/16

NOTARY PUBLIC

SIGN

PRINT

Cara Mia Grassi  
Cara Mia Grassi  
State of Florida at Large  
State of Pennsylvania

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Cara Mia Grassi, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires Feb. 27, 2016

Personally Known  
 Produced Identification  
Type of identification produced PADL

[Signature]  
Witness #1 to Father's signature

[Signature]  
Witness #2 to Father's signature

Cindy Sackrin, Esquire

[Signature]  
Adam Swicki, Esquire

Nancy Hlass, Guardian Ad Litem

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PARENTING PLAN/SHARED RESPONSIBILITIES FOR MINOR CHILD:

The parties shall have shared parental responsibility of the minor child. With this in mind, all decisions regarding the health, medical and dental care, education, summer camp, welfare, and upbringing of the minor child shall be made on a joint decision making basis.

(a) Child's Home State: Florida shall remain the minor child's home state indefinitely and the Court shall absolutely retain jurisdiction over the parties and the minor child in this cause, given the nature of this case, as well as the status of the parties' parenting relationship.

(b) Equal Consultation and Authority: Concerning all matters of policy involving the child, such as health, legal matters, religious training, discipline, education, military service, and social upbringing, the parties shall confer and consult with each other with a view to adopting a harmonious attitude best calculated to promote the child's best welfare. Each party shall have an equal say in all matters of the policy involving the child, such as health, legal matters, religious training, discipline, education, military service, social upbringing, the child's right to marry earlier than allowed by statute, and the like. If the parents are unable to agree, either party shall be able to bring any such matter before this Court for resolution.

(c) Inspection of Records: Both the Father and the Mother shall have the right to inspect and receive school records. Each party shall be entitled, at their own expense, to complete detailed information from any pediatrician, general physician, dentist, orthodontist, consultant or other specialist attending the child for any reason whatsoever, and to be furnished with copies of any report given by the latter or any of them to the other party. Both parents shall have equal rights to inspect and receive governmental agency and law enforcement records concerning the child. Both parents shall have equal and independent authority to confer with the child's school, day care, health care providers, and other programs with regard to the child's educational, emotional, and social progress and both

Exhibit "A"

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Drafford and Brown  
Case No. 11-029262 (VC 12)

parents shall be listed as emergency contacts on all school/camp records. Further, each parent shall provide the other parent with a copy of any notice(s) they may receive regarding the parties' minor child within three (3) days of the receipt of same.

(d) Day-To-Day Decisions: Unless otherwise specified in this plan, each parent shall be able to make decisions regarding day-to-day care and control of the child while the child is with that parent. Regardless of the allocation of decision making in this proposed parenting plan, either parent shall be able to make emergency decisions affecting the health or safety of the child when the child is residing with that parent. A parent who makes an emergency decision shall share the decision with the other parent as soon as reasonably possible, time being of the essence.

(e) Notification of Whereabouts and Illness: In the event of any illness, accident or other circumstances seriously affecting the health or welfare of the minor child, each party shall promptly notify and consult the other party.

(f) Time During Illness: In the event of a acute illness of the child, both parents shall have the right to visit with the child of the parties at the place where the child may be confined including, but not limited to, the other parent's residence (if the child is confined at a parent's residence for three [3] days or more). Further, as it anticipated that from time to time, the child may become ill and be unable to attend school/camp, it shall not be one party's responsibility to care for the child nor, for that matter, attend all doctor's appointments or dental appointments or the like. This includes being contacted by the school/camp nurse or someone else at the school or the child during the course of the school/camp day to advise that the child is not feeling well and need(s) to be picked up. As it anticipated that this will occur from time to time, if the child is sick and unable to attend school/camp (or must leave school/camp), it shall be the responsibility of the parent who has the child

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Bradford and Brown  
Case No. 11-029762 (FC 12)

that day for time sharing to make arrangements with the school/camp. The parents shall be accessible and responsive to telephone calls from the school/camp and caregivers, as well as the other parent, on their respective days to address child issues as they arise.

(a) Foster a Feeling of Love: The parties shall make every effort to create and foster a feeling of love and affection between their minor child and themselves. Neither party shall do anything that may estrange the minor child from the other party or which may hamper the free or natural development of the love and affection of the child for their parents. The parties shall not argue in the presence of the child nor shall either parent belittle the other in the presence of the child nor in any way disparage or criticize the other parent or allow any other third party to do so, to or in the presence of the minor child.

To be clear, neither parent shall make any disparaging remarks to or about the other parent in the presence of the child or "quiz" the child as to the other parent's private life. It is the child's right to be spared from experiencing and witnessing any animosity or ill-feeling, if any shall occur, between the parents, and the minor child shall be encouraged to maintain love, respect, and affection for the other parent.

The relationship between the parties shall be as businesslike as possible, courteous, relatively formal, and low-key in public. Each party shall be courteous and respectful to the other party. The parties have a duty to communicate directly with the child concerning their relationships to the extent warranted by their age or maturity. The child shall have the opportunity to have their own personal property and their own areas of privacy at each parent's home. The child shall not have to worry about whether their relationship with each parent is dependent upon how well each parent gets along with the other parent. The child shall be entitled access to each parent and shall be free to love

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Bradford and Brown  
Case No. 11-029262 (FC 12)

each parent without fear of losing either. This principle includes the opportunity to have access to and develop a relationship with each parent's "significant other" shall such person exist. Neither party shall use the child as a messenger nor shall either parent ask the child intrusive questions about the other parent's life or circumstances. A parent seeking information from or about the other parent shall communicate directly with such other parent.

(h) Advise of Important Occasions: Both parties shall timely advise each other of significant occasions in the child's life so that both parties may reasonably participate in these significant occasions, such as school functions, school awards, sports awards, significant social activities, religious functions at religious institutions, and the like.

(i) Surname of Minor Children: Neither of the parties shall, at any time for any reason, cause the minor child to be known or identified or designated by any other last name other than BROWN, and neither shall initiate nor cause the designation of "Father" or "Mother" or their equivalent to be used by the minor child with reference to any person other than the parties hereto including, but not limited to, any significant other or spouse of the parties.

(j) Appointment of a Parenting Coordinator: A Parenting Coordinator shall be appointed for the parties. The Guardian Ad Litem shall assist in the selection of same. The Parenting Coordinator shall be a licensed therapist and preferably a psychologist. The parties shall consult with the Parenting Coordinator regarding disputed issues of shared parental responsibility and time sharing. The parties shall attend joint parenting sessions with the Parenting Coordinator as recommended by the Parenting Coordinator or at the request of either party. Specifically, if a parent requests a session with the Parenting Coordinator to resolve a parenting and/or time sharing issue, the other parent shall not have the ability to object and shall be compelled to attend said session(s).

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Muller and Brown  
Case No. 11-029262 (FC 12)

The Parenting Coordinator shall have the ability to speak with the parties' attorneys, the Guardian Ad Litem, and any other third parties as is deemed relevant by the Parenting Coordinator. Accordingly, all privileges of confidentiality shall be waived by the parties. Moreover, given the history of this case, it is imperative that the Parenting Coordinator have the ability to make binding recommendations relating to any and all outstanding issues that may be addressed, especially in light of the fact that both parties shall reside in Pittsburgh and the Court shall retain jurisdiction in Florida. It is further necessary that the Parenting Coordinator have the ability to testify in Court relating to any issue that may be in dispute. To be clear, if the Parenting Coordinator makes a recommendation, then the parties shall comply with that recommendation until such time as they obtain a Court Order to the contrary. Accordingly, the filing of any objection and/or motion with the Court relating to a recommendation of the Parenting Coordinator shall not stay and/or otherwise delay the parties' requirement to comply with the Parenting Coordinator's recommendation on any matter unless and until the Court orders otherwise. Again, the Parenting Coordinator shall be permitted to communicate freely with the parties, the undersigned Guardian Ad Litem, and the parties' counsel to obtain a history.

PARENTING PLAN/TIME SHARING:

(a) Extended Overnight Weekend Time Sharing: Consistent with the Mother's relocation to Pittsburgh, each parent shall enjoy extended, overnight time sharing with the parties' minor child every other weekend. Said overnight time sharing shall commence on Friday afternoon at the conclusion of the school/camp day and shall conclude on the following Monday morning with return to school/camp in a timely and punctual fashion.



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Brallford and Brown  
Case No. 11-029262 (FC 12)

(b) Weekday Time Sharing: As the Father has time off from work each Tuesday, the Father shall also enjoy extended, overnight time sharing with the parties' minor child every Monday and Tuesday. The Mother shall also enjoy extended, overnight time with the parties' minor child every Wednesday and Thursday. Accordingly, each parent shall enjoy time sharing with the parties' minor child as follows:

October 2013 Example

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2 Mother	3 Mother	4 Mother	5 Mother
6 Mother	7 Father	8 Father	9 Mother	10 Mother	11 Father	12 Father
13 Father	14 Father	15 Father	16 Mother	17 Mother	18 Mother	19 Mother
20 Mother	21 Father	22 Father	23 Mother	24 Mother	25 Father	26 Father
27 Father	28 Father	29 Father	30 Mother	31 Mother		

Further, in the future, in the event the Father's midweek day off from work changes from Tuesday to another weekday, the parties shall be flexible in adjusting their midweek time sharing schedule with their minor child to accommodate the Father's work schedule.

In addition, if the parties' minor child participates in scheduled, extracurricular, weekend activities, each parent shall be required to adhere to the child's activities schedule on those weekends/weekdays when they are exercising extended, overnight time sharing with the child. Moreover, if there are birthday parties and/or similar activities that the child is scheduled to attend and/or wishes to attend, the parties shall keep each other apprised of such activities in advance of these activities. Each parent shall also have the right to attend the child's activities independently, even on

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Bralford and Brown  
Case No. 11-029262 (PC 12)

those weekends when the other parent is enjoying time sharing with the child. Further, neither parent shall make plans for or with the parties' minor child that affects the time that the child shall be spending with the other parent, without first consulting with the other parent and obtaining the other parent's express, written consent.

During their respective time sharing, each parent shall facilitate the completion of all of the child's homework assignments and/or preparation for any examination(s) and/or completion of school projects that are due the following school day.

Moreover, the parties shall share equally in the pick up and drop off of the child such that the parent beginning or commencing their time sharing with the parties' minor child shall provide transportation for the child, unless otherwise mutually agreed upon by the parties. In addition, the pick ups and drop offs of the minor child for time sharing shall occur as much as possible at the child's school, after care facility or camp, in order to avoid conflicts between the parties.

Each parent shall have the ability to spend time with the child at their after care, camp, and/or school to have lunch with the child, etc. However, neither parent shall unilaterally remove the child from school during the school day when class is in session without the other parent's express, written consent, absent an illness of the child.

(c) Summer Time Sharing: Commencing 2014, each parent shall have summer time sharing of two (2) weeks with the parties' minor child, either consecutive or non-consecutive, unless otherwise agreed to in writing by the Father and the Mother. In no event shall either party exercise their summer time sharing with the parties' minor child during the last week of summer recess and/or the week right before the child recommences school, in order that the parents and child may have sufficient time to prepare the child for the upcoming school year.

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**Brallford and Brown**  
Case No. 11-029262 (JC 12)

An individual week of summer time sharing shall commence on a Friday morning as early as travel plans may dictate with a weekend and conclude on the following Friday afternoon at or by 5:00 P.M., in order not to infringe on the other parent's regular, weekend time sharing. A week of summer time sharing with the parties' minor child does not have to commence on a Friday, as travel plans may not be in accordance with same. As such, a week of time sharing may also be, for example, Tuesday morning with return to the other parent on the following Tuesday afternoon at or by 5:00 P.M.

July 2014 Example - one (1) week

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5 Vacation
6 Vacation	7 Vacation	8 Vacation	9 Vacation	10 Vacation	11 Vacation	12 Vacation
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

July 2014 Example - two (2) weeks

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5 Vacation
6 Vacation	7 Vacation	8 Vacation	9 Vacation	10 Vacation	11 Vacation	12 Vacation
13 Vacation	14 Vacation	15 Vacation	16 Vacation	17 Vacation	18 Vacation	19 Vacation
20	21	22	23	24	25	26
27	28	29	30	31		

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Hallsford and Brown  
Case No. 11-029262 (NC 12)

Generally, the parties shall keep one another apprised of their out-of-town vacation plans with the parties' minor child, in order that the parties may coordinate their summer time sharing schedules.

The parties shall notify each other in writing (via United States First Class Mail Return Receipt Requested, facsimile transmission or e-mail) on or by the first day of April each year as to the date on which they would like to commence their extended summer time sharing with the child and the precise time of such summer time sharing shall be subject to reasonable agreement between the parties or failing that, in odd numbered years the Father's choice of weeks shall be given preference and in even numbered years the Mother's choice of weeks shall be given preference.

Further, during the remainder of the summer, the parties shall continue the same schedule as exists during the school year unless the child is away at an agreed upon sleep away camp, teen tour or similar mutually agreed upon summer activity.

(d) Holiday Time Sharing: With regard to Martin Luther King Jr.'s Birthday, President's Day, Columbus Day, and Veteran's Day, and all other holidays and/or teacher work days or administrative holidays celebrated by the school and/or school district in which the child attends school that constitute long weekends, the party who is exercising extended, overnight weekend time sharing with the child on that particular weekend, shall be entitled to have the child overnight for said holiday with return to school on the day school recommences.

(e) Labor Day Weekend: Labor Day weekend shall be alternated by the parties on an annual basis with the Mother having the child in odd numbered years overnight and the Father having the child in even numbered years overnight. This holiday shall commence after the school day

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Brillford and Brown  
Case No. 11-029262 (BC 12)

on Friday when the Father/Mother shall pick up the parties' minor child and shall conclude with the child being returned back to school on the following Tuesday in a timely, punctual manner.

(f) Halloween: With regard to Halloween, the parties shall alternate this holiday on an annual basis with the Mother enjoying this holiday in odd numbered years and the Father enjoying this holiday in even numbered years. Halloween shall commence after the school day when the Father/Mother shall pick up the parties' minor child and shall conclude on the following morning.

(g) Thanksgiving: This holiday shall commence on Wednesday when the child shall be picked up at the conclusion of the school day and shall conclude on the following Monday morning in a timely, punctual manner. The parties shall alternate this holiday annually. The Father shall have the child in odd numbered years and the Mother shall have the child in even numbered years.

(h) Winter Break: The child's winter recess shall be equally divided between the parties with the Father having the child the first half of the vacation period in odd numbered years and the Mother having the child the first half of the vacation period in even numbered years. In even numbered years the Father shall have the child the second half of the vacation period and in odd numbered years the Mother shall have the child the second half of the vacation period and the child shall be returned to school the day school recommences in a timely, punctual manner. Time sharing for the child's winter recess shall commence on the day school concludes for the holiday/recess. The second half of the vacation period shall include New Year's Eve and New Year's Day. Further, as both parties have extended family in South Florida it is anticipated that the parties may wish to travel with the minor child for the Christmas holiday. Accordingly, the second half of the winter recess shall

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Bradford and Brown  
Case No. 11-029162 (FC 12)

include Christmas Eve and Christmas Day, such that whichever parent is enjoying the second half of the recess with the parties' minor child shall be entitled to enjoy this holiday with the child.

(j) Spring Break: The child's spring break shall be alternated by the parties. In odd numbered years the Mother shall have the child and in even numbered years the Father shall have the child. This recess/holiday shall commence with the child being picked up at the conclusion of the school day and shall conclude with the child being returned back to school on the day that school recommences in a timely, punctual manner.

(i) Memorial Day Weekend: Memorial Day weekend shall be alternated by the parties on an annual basis with the Mother having the child in odd numbered years overnight and the Father having the child in even numbered years overnight. This holiday shall commence after the school day on Friday when the Father/Mother shall pick up the parties' minor child and shall conclude with the child being returned back to school on the following Tuesday in a timely, punctual manner.

(k) Independence Day: Independence Day shall be alternated by the parties on an annual basis with the Mother having the child in odd numbered years overnight and the father having the child in even numbered years overnight with the child being returned back to school and/or camp in a timely, punctual manner (summer time sharing shall take precedence). This holiday shall commence at 9:00 A.M. on Independence Day.

(l) Birthday Time Sharing: Each year, the child shall spend the Father's birthday with the Father overnight and the Mother's birthday with the Mother overnight. These celebrations shall take precedence over the parties' regular weekday and/or weekend time sharing with the minor child. For example, if the Mother's birthday falls on a Saturday and it is not her weekend for time sharing with the parties' minor child, then the Mother shall be entitled to have the child with her from

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10:00 A.M. on Saturday morning with pick up by the Father at or by 10:00 A.M. on Sunday morning. If either parent's birthday falls on a weekday, then said birthday time sharing shall commence after school and shall conclude with the child being returned to school the following morning in a timely, punctual manner.

The parties' minor child's actual birthday shall be alternated by the parties. In even numbered years the Mother shall have the child for the child's birthday and in odd numbered years the Father shall have the child for the child's birthday. Further, this celebration shall take precedence over the parties' regular weekday and/or weekend time sharing with the minor child. For example, if the child's birthday falls on a Saturday and it is not the Mother's weekend for time sharing with the parties' minor child, then the Mother shall be entitled to have the child with her from 10:00 A.M. on Saturday morning with pick up by the Father at or by 10:00 A.M. on Sunday morning. If the child's birthday falls on a weekday, then said birthday time sharing shall commence after school and shall conclude with the child being returned to school the following morning in a timely, punctual manner.

(m) Mother's Day/Father's Day: Regardless of who might otherwise have time sharing, the Mother shall be entitled to be with the child overnight on Mother's Day from 10:00 A.M. on Sunday morning, and the Father shall be entitled to be with the child overnight on Father's Day from 10:00 A.M. on Sunday morning and these holidays shall conclude with the child being delivered back to school and/or camp on the following Monday morning in a timely, punctual manner.

(n) Telephone Communications: The parties shall permit the minor child to freely and liberally call the other parent and shall not prevent or obstruct the other parent from having free telephone communication with the parties' minor child. Additionally, each party shall be able to telephone the child each evening between 7:00 P.M. and 8:00 P.M. on the other parent's land line at

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their respective residence and/or on the other parent's cellular telephone. Each parent shall provide the child with privacy when speaking with the other parent on the telephone, free from interference by either parent or any third party. In the event the child is not at home or are engaged in activities, the telephoning parent shall leave a message and the parent enjoying time sharing shall have the child return the telephone call to the other parent upon the child's return home or before the child's bedtime. Further, each party shall be able to e-mail the child at the other parent's residence and each parent shall provide the child with privacy in their reading and sending of e-mails and shall ensure that the child has access to same.

Further, historically, during the Mother's extended time sharing with the parties' minor child, the Father has failed to stay in contact with the parties' minor child via telephone or otherwise, despite the best efforts of the Mother to promote such communication between the Father and the minor child of the parties. It may not be possible for the Father to telephone the child each day; however, it is psychologically detrimental to the child to have absolutely no contact with the Father during the child's entire period of extended time sharing with the Mother. To this end, the child may feel abandoned by the Father or that the child is being punished by the Father for enjoying time sharing with the Mother, given the Father's expressed acrimony towards the Mother in this case. Whether well founded or not, the Father shall not let any negativity he may feel towards the Mother be visited upon the child in any manner or fashion. Further, the Mother is absolutely entitled to consistent telephonic communication with the parties' minor child during the Father's time sharing with the child, and the Father shall understand the impact of such communication in terms of the child's appropriate development and bonding with both parents, given the young age of the child.



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(e) Notice Of Telephone Number and Address and E-Mail Address(es): Each

party shall at all times keep the other apprised of his or her residence and business addresses and telephone numbers (land lines and cellular telephones) and e-mail address(es), in order that each can contact the other in the event of emergencies regarding the child. Neither party shall use his or her knowledge of the other party's address or phone number or e-mail address(es) to harass or annoy said party. If either party changes any of their telephone numbers or their residential address and/or e-mail address(es), they shall provide written notice to the other parent within twenty four (24) hour of any such change.

(p) Vacations: Each party may have occasion to take vacations away from home,

and it is recognized that the vacationing parent may take the minor child along on vacations and/or on weekend trips outside of Pittsburgh or the State of Pennsylvania, consistent with the parents' time sharing schedule set forth herein. In this regard consideration shall be given to the child's best interest and school schedules.

If either parent travels out-of-town with the child, a specific, written itinerary, flight numbers and times, hotel and/or accommodation address(es) and telephone number(s) shall be provided for the other parent if the child's weekend time sharing and/or vacation shall be taken out of town at least ten (10) days in advance of any such travel plans (if possible) or as soon as plans are made. If travel with the minor child outside of the United States is contemplated at least thirty (30) days, prior written notice shall be provided by the travelling parent. Failure to provide such specific, written itinerary shall result in the non-compliant parent's forfeiture of their travel rights with the child for said trip.

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The child shall have free access and unhampered telephone contact with the other parent during any weekend or extended vacation out of Pittsburgh or the State of Pennsylvania.

(g) Non-Interference With Time Sharing: Generally, neither parent shall interfere with the other parent's time sharing with the child and shall not arrive unannounced at the other parent's residence to pick up the parties' minor child during any period of the other parent's extended time sharing including, but not limited to, extended weekend, holiday or summer time sharing, other than to pick up the child at the scheduled pick up time, when applicable.

(r) Right of First Refusal: During either parent's schedule for time sharing with the parties' minor child, if either party is unavailable to care for the parties' minor child for a period of eight (8) hours or more or overnight and/or plans on vacationing out-of-town without the parties' minor child, the other parent shall be provided with the right of first refusal with regard to caring for the parties' minor children. The parent who is providing the right of first refusal shall provide the other parent with adequate notice of their intention to be unavailable and/or out-of-town, in order that the other parent might exercise their right of first refusal and respond to the offer within twenty four (24) hours. Generally, the parties shall cooperate to advise one another of their respective schedules and the child's schedule, in order to coordinate their time sharing with the parties' minor child. The parents under these circumstances shall have priority over care by third parties including, but not limited to, stepparents, grandparents, significant others of the parties or a nanny.

When the Father is exercising his right of first refusal, the Mother shall be responsible for dropping off the parties' minor child at the Father's residence and upon the Mother's return, the Mother shall pick up the parties' minor child from the Father's residence or consistent with the parties' time sharing schedule set forth herein.

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When the Mother is exercising her right of first refusal, the Father shall be responsible for dropping off the parties' minor child at the Mother's residence and upon the Father's return, the Father shall pick up the parties' minor child from the Mother's residence or consistent with the parties' time sharing schedule set forth herein.

Further, in the event either parent is able to personally provide supervision or care for the parties' minor child after school, consistent with the parents' employment schedules, then the parents under this circumstance shall have priority over care by third parties including, but not limited to, stepparents, grandparents, significant others of the parties, a nanny or an after care facility.

(s) Notice of Cancellation and/or Lateness: If the Father fails to exercise his weekend, weekday, holiday or summer time sharing with the child for any reason whatsoever, and the Mother is unavailable to care for the child, the Father shall arrange for appropriate child care on behalf of the parties' minor child. The Father shall provide the Mother with at least twenty four (24) hours notice of any change in his schedule, unless there is a true emergency, and then the notice shall be provided as soon as it is reasonably possible. The Mother shall immediately advise the Father if she is unable to care for the child. In such event, the Father shall provide the Mother with information as to who shall be caring for the parties' minor child and a telephone number, in order that the Mother may contact the child, consistent with the provisions set forth herein. Appropriate child care shall be defined as an adult who is authorized to operate a motor vehicle, who is fluent in the English language, and who has no criminal background (has never been convicted of a crime).

In the event the Father fails to arrange for child care on behalf of the parties' minor child and the Mother is compelled to hire a baby-sitter and/or pay for any child care and/or additional after school care for the child, the Father shall be solely responsible for the reasonable cost of such baby-

AS WELL AS ANY TRANSPORTATION COSTS

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sitter and/or child care expense. The Mother shall provide the Father with written proof of said cost and the payment by the Mother of same, and the Father shall reimburse the Mother within five (5) days of receiving said proof.

If the Mother fails to exercise her weekend, weekday, holiday or summer time sharing with the child for any reason whatsoever, and the Father is unavailable to care for the child, the Mother shall arrange for appropriate child care on behalf of the parties' minor child. The Mother shall provide the Father with at least twenty four (24) hours notice of any change in her schedule, unless there is a true emergency, and then the notice shall be provided as soon as it is reasonably possible. The Father shall immediately advise the Mother if he is unable to care for the child. In such event, the Mother shall provide the Father with information as to who shall be caring for the parties' minor child and a telephone number, in order that the Father may contact the child, consistent with the provisions set forth herein. Appropriate child care shall be defined as an adult who is authorized to operate a motor vehicle, who is fluent in the English language, and who has no criminal background (has never been convicted of a crime).

In the event the Mother fails to arrange for child care on behalf of the parties' minor child and the Father is compelled to hire a baby-sitter and/or pay for any child care and/or additional after school care for the child, the Mother shall be solely responsible for the reasonable cost of such baby-sitter and/or child care expense. The Father shall provide the Mother with written proof of said cost and the payment by the Father of same, and the Mother shall reimburse the Father within five (5) days of receiving said proof.

If either party is going to be more than fifteen (15) minutes late in picking up or dropping off the child due to circumstances beyond their control such as being stuck in traffic, the

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tardy parent shall telephone, e-mail or text the other parent and notify them of their impending lateness. Moreover, neither parent shall use either child as a "go-between" or "messenger" to transmit information to the other parent. For example, shall either parent be unable to exercise their time sharing, that parent shall transmit this information directly to the other parent and shall also be responsible to explain their failure to exercise time sharing directly to the child and shall not place this burden upon the other parent.

Further, if either party is more than thirty (30) minutes late in picking up the parties' minor child and does not notify the other parent to advise of their impending lateness, other than in the case of a true emergency, the tardy parent shall forfeit his/her time sharing with the parties' minor child and the other parent shall be entitled to make alternative plans for the child for said evening or day.

(c) Miscellaneous Provisions:

i. The parties shall be flexible in "swapping" and/or alternating a weekend or weekday in the event either parent has a special event planned such as a family wedding, family reunion, birth of a new child, family member funeral or such other event of similar magnitude. The "swapping" of weekends may result in a parent spending two (2) consecutive weekends with the parties' minor child; however, that shall not alter the parties' time sharing schedule as set forth herein in the future. Further, the parties shall provide each other with at least forty eight (48) hours written notice of any activity that could affect the other parent's time sharing with the parties' minor child or as soon as reasonably possible such as in the event of the birth of a child or death of a family member.

ii. Written notice or correspondence between the parties shall be either via United States First Class Mail Return Receipt Requested and/or via e-mail and/or via facsimile transmission.

IN THE CIRCUIT COURT OF THE 11TH  
JUDICIAL CIRCUIT, IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CASE NO. 11-029262 FC 04

IN RE: THE MATTER OF:

SHAMEIKA BRAILSFORD,

Petitioner/Mother,

and

ANTONIO BROWN,

Respondent/Father.

**MEDIATED PATERNITY SETTLEMENT AGREEMENT**

THIS MEDIATED PATERNITY SETTLEMENT AGREEMENT made and entered into this  
9 day of April, 2014, by and between ANTONIO BROWN (hereinafter referred to as "Father")  
and SHAMEIKA BRAILSFORD (hereinafter referred to as "Mother").

**WITNESSETH:**

WHEREAS, the parties had a relationship together; and

WHEREAS, there has been one child born of this relationship, to-wit: A.B. Jr. who was born  
in 2007; and

WHEREAS, the Mother instituted a paternity action and the Father has admitted that he is  
the Natural Father of the child; and

WHEREAS, in consequence of disputes and irreconcilable differences, the parties desire to  
settle all questions relating to paternity, parenting issues, child support and any and all other issues

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existing between them.

NOW, THEREFORE, in consideration of the premises and mutual covenants, promises and undertakings herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged between the parties, the said parties have agreed and do hereby agree as follows:

ARTICLE I

PARENTING PLAN

The Parenting Plan prepared and recommended by the Guardian Ad.Litem, attached hereto as Exhibit "A" and incorporated herein by reference shall become the Final Parenting Plan of the parties. The parties desire that the Court approve said Parenting Plan and incorporate the same into a Final Judgment of Paternity.

ARTICLE II

CHILD SUPPORT

A. CHILD SUPPORT: Based upon the income of the parties, and the timesharing arrangements, the Father's child support obligation is \$5,000.00 per month commencing May 1, 2014, and paid directly to the Mother. In addition to the above amount, the parties agree that a trust shall be created, whereby the Father shall contribute an additional \$5,000.00 per month into this trust. Said trust funds shall be utilized for the benefit (direct or indirect) for the reasonable and necessary needs of the minor child should they exceed the child support amount being paid directly to the Mother. The trust shall be created and the trustee shall be a banking or financial institutions, the cost of the preparation of the trust being paid for by the Father. Both parties shall receive quarterly accountings from the Trustee. In the event there are funds remaining in the trust after the

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child support obligation ends, then in such event any remaining funds shall be utilized to pay for any post graduate college expenses (tuition, books, room, board or any and all other post graduate college related expenses). In the event there are no post graduate college expenses or there are remaining funds after said expenses, the balance shall be distributed to the child at such time as he reaches the age of 25.

The child support shall be paid thereafter until the happening of one of the following events, whichever event first occurs:

1. The child dies;
2. The child reaches age eighteen (18): or until graduation, if the children is still in high school performing in good faith with the reasonable expectation of graduation before the age of 19.
3. The child becomes self-supporting;
4. A child marries; and/or
5. The child becomes emancipated.

**B. HEALTH INSURANCE:** The Father shall be responsible to maintain and pay for health insurance for the minor child. The Father will be responsible for payment of 100% of all non-covered expenses, including but not limited to, medical, dental, vision, orthodontia, psychological and prescriptive expenses.

**C. DEPENDENCY EXEMPTION:** It is agreed that the parties shall alternate the dependency exemption for the minor child, with the Father claiming the exemption in odd years and the Mother claiming the exemption in even years. In the event on party shall not derive a tax benefit



by claiming the exemption in his or her tax year, then in such event, the other party may claim the exemption in that tax year. Both parties agree to execute any tax forms necessary to effectuate the terms of this Agreement.

D. **CHILD RELATED EXPENSES:** The Father shall be solely responsible for any and all private school tuition (including but not limited to registration fees, books, and uniforms) through the child's minority; mutually agreed summer camp expenses and mutually agreed upon extracurricular expenses (including fees, uniforms, equipment, and transportation costs); field trips; college prep courses; tutoring; yearbook fees; prom tickets and the like. In addition to the above, the Father agrees that he shall be solely responsible for the cost of one trip per year for the Mother and minor child to travel on vacation to and from Florida.

E. **529 PLAN:** The Father has established and is funding a 529 college plan for the minor child. The Father agrees to continue to fund said plan in the minimum amount of \$25,000.00 per year through the year the child first attends college. The Father shall provide proof of the same to the Mother annually, and he shall not be permitted to withdraw any funds from said account except for college expenses. In the event any or all of the 529 plan is not utilized for college or vocational school expenses (tuition, books, room, board, or any and all other college related expenses), the balance shall be the Father's property.

F. **LIFE INSURANCE:** The Father shall maintain term Life Insurance for the benefit of the minor child with a death benefit of no less than \$500,000.00 for so long as there exists a support obligation. The Mother shall be designated as the Trustee. The Father shall provide proof of the same to the Mother annually.

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**ARTICLE III**

**ATTORNEY FEES, COSTS, GUARDIAN AD LITEM FEES AND MEDIATION COSTS**

The Court shall retain jurisdiction to determine any and all claims for attorney fees, costs, Guardian Ad Litem fees, and Mediation costs.

**ARTICLE IV**

**INCORPORATION INTO FINAL JUDGMENT**

Nothing contained in this Agreement shall be construed to prevent either party from obtaining a Final Judgment of Paternity in any competent jurisdiction, subject to the following:

A. It is agreed that this agreement contains all of the material terms of the parties agreement and this Agreement may be offered in evidence by either party in any Paternity action and, if acceptable to the Court, shall be incorporated by reference in the Judgment that may be rendered. However, notwithstanding incorporation in the Judgment, this Agreement shall not be merged with it, but shall survive the Judgment and be binding on the parties for all time.

**ARTICLE V**

**REPRESENTATIONS**

The parties represent to each other:

A. Each has had the opportunity to have independent legal advice by counsel of his or her own selection in the negotiation of this Agreement, and each party has voluntarily waived the same. Each party is signing this Agreement freely and voluntarily, intending to be bound by it.

B. Each understands and agrees that this Agreement constitutes the entire agreement of the parties. It supersedes any prior understandings or agreements between them upon

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PARENTING PLAN/SHARED RESPONSIBILITIES FOR MINOR CHILD

The parties shall have shared parental responsibility of the minor child. With this in mind, all decisions regarding the health, medical and dental care, education, summer camp, welfare, and upbringing of the minor child shall be made on a joint decision making basis.

(a) Child's Home State: Florida shall remain the minor child's home state indefinitely and the Court shall absolutely retain jurisdiction over the parties and the minor child in this cause, given the nature of this case, as well as the status of the parties' parenting relationship.

(b) Mutual Consultation and Authority: Concerning all matters of policy involving the child, such as health, legal matters, religious training, discipline, education, military service, and social upbringing, the parties shall confer and consult with each other with a view to adopting a harmonious attitude best calculated to promote the child's best welfare. Each party shall have an equal say in all matters of the policy involving the child, such as health, legal matters, religious training, discipline, education, military service, social upbringing, the child's right to marry earlier than allowed by statute, and the like. If the parents are unable to agree, either party shall be able to bring any such matter before this Court for resolution.

(c) Inspection of Records: Both the Father and the Mother shall have the right to inspect and receive school records. Each party shall be entitled, at their own expense, to complete detailed information from any pediatrician, general physician, dentist, orthodontist, consultant or other specialist attending the child for any reason whatsoever, and to be furnished with copies of any report given by the latter or any of them to the other party. Both parents shall have equal rights to inspect and receive governmental agency and law enforcement records concerning the child. Both parents shall have equal and independent authority to confer with the child's school, day care, health care providers, and other programs with regard to the child's educational, emotional, and social progress and both

Exhibit "A"

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parents shall be listed as emergency contacts on all school/camp records. Further, each parent shall provide the other parent with a copy of any notice(s) they may receive regarding the parties' minor child within three (3) days of the receipt of same.

(d) Day-To-Day Decisions: Unless otherwise specified in this plan, each parent shall be able to make decisions regarding day-to-day care and control of the child while the child is with that parent. Regardless of the allocation of decision making in this proposed parenting plan, either parent shall be able to make emergency decisions affecting the health or safety of the child when the child is residing with that parent. A parent who makes an emergency decision shall share the decision with the other parent as soon as reasonably possible, time being of the essence.

(e) Notification of Whereabouts and Illness: In the event of any illness, accident or other circumstances seriously affecting the health or welfare of the minor child, each party shall promptly notify and consult the other party.

(f) Time During Illness: In the event of acute illness of the child, both parents shall have the right to visit with the child of the parties at the place where the child may be confined including, but not limited to, the other parent's residence (if the child is confined at a parent's residence for three [3] days or more). Further, as it anticipated that from time to time, the child may become ill and be unable to attend school/camp, it shall not be one party's responsibility to care for the child nor, for that matter, attend all doctor's appointments or dental appointments or the like. This includes being contacted by the school/camp nurse or someone else at the school or the child during the course of the school/camp day to advise that the child is not feeling well and need(s) to be picked up. As it anticipated that this will occur from time to time, if the child is sick and unable to attend school/camp (or must leave school/camp), it shall be the responsibility of the parent who has the child

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that day for time sharing to make arrangements with the school/camp. The parents shall be accessible and responsive to telephone calls from the school/camp and caregivers, as well as the other parent, on their respective days to address child issues as they arise.

(g) Foster a Feeling of Love: The parties shall make every effort to create and foster a feeling of love and affection between their minor child and themselves. Neither party shall do anything that may estrange the minor child from the other party or which may hamper the free or natural development of the love and affection of the child for their parents. The parties shall not argue in the presence of the child nor shall either parent belittle the other in the presence of the child nor in any way disparage or criticize the other parent or allow any other third party to do so, to or in the presence of the minor child.

To be clear, neither parent shall make any disparaging remarks to or about the other parent in the presence of the child or "quiz" the child as to the other parent's private life. It is the child's right to be spared from experiencing and witnessing any animosity or ill-feeling, if any shall occur, between the parents, and the minor child shall be encouraged to maintain love, respect, and affection for the other parent.

The relationship between the parties shall be as businesslike as possible, courteous, relatively formal, and low-key in public. Each party shall be courteous and respectful to the other party. The parties have a duty to communicate directly with the child concerning their relationships to the extent warranted by their age or maturity. The child shall have the opportunity to have their own personal property and their own areas of privacy at each parent's home. The child shall not have to worry about whether their relationship with each parent is dependent upon how well each parent gets along with the other parent. The child shall be entitled access to each parent and shall be free to love

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each parent without fear of losing either. This principle includes the opportunity to have access to and develop a relationship with each parent's "significant other" shall such person exist. Neither party shall use the child as a messenger nor shall either parent ask the child intrusive questions about the other parent's life or circumstances. A parent seeking information from or about the other parent shall communicate directly with such other parent.

(h) Advise of Important Occasions: Both parties shall timely advise each other of significant occasions in the child's life so that both parties may reasonably participate in these significant occasions, such as school functions, school awards, sports awards, significant social activities, religious functions at religious institutions, and the like.

(i) Surname of Minor Children: Neither of the parties shall, at any time for any reason, cause the minor child to be known or identified or designated by any other last name other than BROWN, and neither shall initiate nor cause the designation of "Father" or "Mother" or their equivalent to be used by the minor child with reference to any person other than the parties hereto including, but not limited to, any significant other or spouse of the parties.

(j) Appointment of a Parenting Coordinator: A Parenting Coordinator shall be appointed for the parties. The Guardian Ad Litem shall assist in the selection of same. The Parenting Coordinator shall be a licensed therapist and preferably a psychologist. The parties shall consult with the Parenting Coordinator regarding disputed issues of shared parental responsibility and time sharing. The parties shall attend joint parenting sessions with the Parenting Coordinator as recommended by the Parenting Coordinator or at the request of either party. Specifically, if a parent requests a session with the Parenting Coordinator to resolve a parenting and/or time sharing issue, the other parent shall not have the ability to object and shall be compelled to attend said session(s).

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The Parenting Coordinator shall have the ability to speak with the parties' attorneys, the Guardian Ad Litem, and any other third parties as is deemed relevant by the Parenting Coordinator. Accordingly, all privileges of confidentiality shall be waived by the parties. Moreover, given the history of this case, it is imperative that the Parenting Coordinator have the ability to make binding recommendations relating to any and all outstanding issues that may be addressed, especially in light of the fact that both parties shall reside in Pittsburgh and the Court shall retain jurisdiction in Florida. It is further necessary that the Parenting Coordinator have the ability to testify in Court relating to any issue that may be in dispute. To be clear, if the Parenting Coordinator makes a recommendation, then the parties shall comply with that recommendation until such time as they obtain a Court Order to the contrary. Accordingly, the filing of any objection and/or motion with the Court relating to a recommendation of the Parenting Coordinator shall not stay and/or otherwise delay the parties' requirement to comply with the Parenting Coordinator's recommendation on any matters unless and until the Court orders otherwise. Again, the Parenting Coordinator shall be permitted to communicate freely with the parties, the undersigned Guardian Ad Litem, and the parties' counsel to obtain a history.

PARENTING PLAN/TIME SHARING:

(a) Extended Overnight Weekend Time Sharing: Consistent with the Mother's relocation to Pittsburgh, each parent shall enjoy extended, overnight time sharing with the parties' minor child every other weekend. Said overnight time sharing shall commence on Friday afternoon at the conclusion of the school/camp day and shall conclude on the following Monday morning with return to school/camp in a timely and punctual fashion.

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(b) Weekday Time Sharing: As the Father has time off from work each Tuesday, the Father shall also enjoy extended, overnight time sharing with the parties' minor child every Monday and Tuesday. The Mother shall also enjoy extended, overnight time with the parties' minor child every Wednesday and Thursday. Accordingly, each parent shall enjoy time sharing with the parties' minor child as follows:

October 2013 Example

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			2 Mother	3 Mother	4 Mother	5 Mother
6 Mother	7 Father	8 Father	9 Mother	10 Mother	11 Father	12 Father
13 Father	14 Father	15 Father	16 Mother	17 Mother	18 Mother	19 Mother
20 Mother	21 Father	22 Father	23 Mother	24 Mother	25 Father	26 Father
27 Father	28 Father	29 Father	30 Mother	31 Mother		

Further, in the future, in the event the Father's midweek day off from work changes from Tuesday to another weekday, the parties shall be flexible in adjusting their midweek time sharing schedule with their minor child to accommodate the Father's work schedule.

In addition, if the parties' minor child participates in scheduled, extracurricular, weekend activities, each parent shall be required to adhere to the child's activities schedule on those weekends/weekdays when they are exercising extended, overnight time sharing with the child. Moreover, if there are birthday parties and/or similar activities that the child is scheduled to attend and/or wishes to attend, the parties shall keep each other apprised of such activities in advance of these activities. Each parent shall also have the right to attend the child's activities independently, even on

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those weekends when the other parent is enjoying time sharing with the child. Further, neither parent shall make plans for or with the parties' minor child that affects the time that the child shall be spending with the other parent, without first consulting with the other parent and obtaining the other parent's express, written consent.

During their respective time sharing, each parent shall facilitate the completion of all of the child's homework assignments and/or preparation for any examination(s) and/or completion of school projects that are due the following school day.

Moreover, the parties shall share equally in the pick up and drop off of the child such that the parent beginning or commencing their time sharing with the parties' minor child shall provide transportation for the child, unless otherwise mutually agreed upon by the parties. In addition, the pick ups and drop offs of the minor child for time sharing shall occur as much as possible at the child's school, after care facility or camp, in order to avoid conflicts between the parties.

Each parent shall have the ability to spend time with the child at their after care, camp, and/or school to have lunch with the child, etc. However, neither parent shall unilaterally remove the child from school during the school day when class is in session without the other parent's express, written consent, absent an illness of the child.

(c) Summer Time Sharing: Commencing 2014, each parent shall have summer time sharing of two (2) weeks with the parties' minor child, either consecutive or non-consecutive, unless otherwise agreed to in writing by the Father and the Mother. In no event shall either party exercise their summer time sharing with the parties' minor child during the last week of summer recess and/or the week right before the child recommences school, in order that the parents and child may have sufficient time to prepare the child for the upcoming school year.

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An individual week of summer time sharing shall commence on a Friday morning as early as travel plans may dictate with a weekend and conclude on the following Friday afternoon at or by 5:00 P.M., in order not to infringe on the other parent's regular, weekend time sharing. A week of summer time sharing with the parties' minor child does not have to commence on a Friday, as travel plans may not be in accordance with same. As such, a week of time sharing may also be, for example, Tuesday morning with return to the other parent on the following Tuesday afternoon at or by 5:00 P.M.

**July 2014 Example - one (1) week**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5 Vacation
6 Vacation	7 Vacation	8 Vacation	9 Vacation	10 Vacation	11 Vacation	12 Vacation
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**July 2014 Example - two (2) weeks**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5 Vacation
6 Vacation	7 Vacation	8 Vacation	9 Vacation	10 Vacation	11 Vacation	12 Vacation
13 Vacation	14 Vacation	15 Vacation	16 Vacation	17 Vacation	18 Vacation	19 Vacation
20	21	22	23	24	25	26
27	28	29	30	31		

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Generally, the parties shall keep one another apprised of their out-of-town vacation plans with the parties' minor child, in order that the parties may coordinate their summer time sharing schedules.

The parties shall notify each other in writing (via United States First Class Mail Return Receipt Requested, facsimile transmission or e-mail) on or by the first day of April each year as to the date on which they would like to commence their extended summer time sharing with the child and the precise time of such summer time sharing shall be subject to reasonable agreement between the parties or failing that, in odd numbered years the Father's choice of weeks shall be given preference and in even numbered years the Mother's choice of weeks shall be given preference.

Further, during the remainder of the summer, the parties shall continue the same schedule as exists during the school year unless the child is away at an agreed upon sleep away camp, teen tour or similar mutually agreed upon summer activity.

(d) Holiday Time Sharing: With regard to Martin Luther King Jr.'s Birthday, President's Day, Columbus Day, and Veteran's Day, and all other holidays and/or teacher work days or administrative holidays celebrated by the school and/or school district in which the child attends school that constitute long weekends, the party who is exercising extended, overnight weekend time sharing with the child on that particular weekend, shall be entitled to have the child overnight for said holiday with return to school on the day school recommences.

(e) Labor Day Weekend: Labor Day weekend shall be alternated by the parties on an annual basis with the Mother having the child in odd numbered years overnight and the Father having the child in even numbered years overnight. This holiday shall commence after the school day

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on Friday when the Father/Mother shall pick up the parties' minor child and shall conclude with the child being returned back to school on the following Tuesday in a timely, punctual manner.

(f) Halloween: With regard to Halloween, the parties shall alternate this holiday on an annual basis with the Mother enjoying this holiday in odd numbered years and the Father enjoying this holiday in even numbered years. Halloween shall commence after the school day when the Father/Mother shall pick up the parties' minor child and shall conclude on the following morning.

(g) Thanksgiving: This holiday shall commence on Wednesday when the child shall be picked up at the conclusion of the school day and shall conclude on the following Monday morning in a timely, punctual manner. The parties shall alternate this holiday annually. The Father shall have the child in odd numbered years and the Mother shall have the child in even numbered years.

(h) Winter Break: The child's winter recess shall be equally divided between the parties with the Father having the child the first half of the vacation period in odd numbered years and the Mother having the child the first half of the vacation period in even numbered years. In even numbered years the Father shall have the child the second half of the vacation period and in odd numbered years the Mother shall have the child the second half of the vacation period and the child shall be returned to school the day school recommences in a timely, punctual manner. Time sharing for the child's winter recess shall commence on the day school concludes for the holiday/recess. The second half of the vacation period shall include New Year's Eve and New Year's Day. Further, as both parties have extended family in South Florida it is anticipated that the parties may wish to travel with the minor child for the Christmas holiday. Accordingly, the second half of the winter recess shall

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include Christmas Eve and Christmas Day, such that whichever parent is enjoying the second half of the recess with the parties' minor child shall be entitled to enjoy this holiday with the child.

(j) Spring Break: The child's spring break shall be alternated by the parties. In odd numbered years the Mother shall have the child and in even numbered years the Father shall have the child. This recess/holiday shall commence with the child being picked up at the conclusion of the school day and shall conclude with the child being returned back to school on the day that school recommences in a timely, punctual manner.

(i) Memorial Day Weekend: Memorial Day weekend shall be alternated by the parties on an annual basis with the Mother having the child in odd numbered years overnight and the Father having the child in even numbered years overnight. This holiday shall commence after the school day on Friday when the Father/Mother shall pick up the parties' minor child and shall conclude with the child being returned back to school on the following Tuesday in a timely, punctual manner.

(k) Independence Day: Independence Day shall be alternated by the parties on an annual basis with the Mother having the child in odd numbered years overnight and the Father having the child in even numbered years overnight with the child being returned back to school and/or camp in a timely, punctual manner (summer time sharing shall take precedence). This holiday shall commence at 9:00 A.M. on Independence Day.

(l) Birthday Time Sharing: Each year, the child shall spend the Father's birthday with the Father overnight and the Mother's birthday with the Mother overnight. These celebrations shall take precedence over the parties' regular weekday and/or weekend time sharing with the minor child. For example, if the Mother's birthday falls on a Saturday and it is not her weekend for time sharing with the parties' minor child, then the Mother shall be entitled to have the child with her from

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10:00 A.M. on Saturday morning with pick up by the Father at or by 10:00 A.M. on Sunday morning. If either parent's birthday falls on a weekday, then said birthday time sharing shall commence after school and shall conclude with the child being returned to school the following morning in a timely, punctual manner.

The parties' minor child's actual birthday shall be alternated by the parties. In even numbered years the Mother shall have the child for the child's birthday and in odd numbered years the Father shall have the child for the child's birthday. Further, this celebration shall take precedence over the parties' regular weekday and/or weekend time sharing with the minor child. For example, if the child's birthday falls on a Saturday and it is not the Mother's weekend for time sharing with the parties' minor child, then the Mother shall be entitled to have the child with her from 10:00 A.M. on Saturday morning with pick up by the Father at or by 10:00 A.M. on Sunday morning. If the child's birthday falls on a weekday, then said birthday time sharing shall commence after school and shall conclude with the child being returned to school the following morning in a timely, punctual manner.

(m) Mother's Day/Father's Day: Regardless of who might otherwise have time sharing, the Mother shall be entitled to be with the child overnight on Mother's Day from 10:00 A.M. on Sunday morning, and the Father shall be entitled to be with the child overnight on Father's Day from 10:00 A.M. on Sunday morning and these holidays shall conclude with the child being delivered back to school and/or camp on the following Monday morning in a timely, punctual manner.

(n) Telephone Communications: The parties shall permit the minor child to freely and liberally call the other parent and shall not prevent or obstruct the other parent from having free telephone communication with the parties' minor child. Additionally, each party shall be able to telephone the child each evening between 7:00 P.M. and 8:00 P.M. on the other parent's land line at

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their respective residence and/or on the other parent's cellular telephone. Each parent shall provide the child with privacy when speaking with the other parent on the telephone, free from interference by either parent or any third party. In the event the child is not at home or are engaged in activities, the telephoning parent shall leave a message and the parent enjoying time sharing shall have the child return the telephone call to the other parent upon the child's return home or before the child's bedtime. Further, each party shall be able to e-mail the child at the other parent's residence and each parent shall provide the child with privacy in their reading and sending of e-mails and shall ensure that the child has access to same.

Further, historically, during the Mother's extended time sharing with the parties' minor child, the Father has failed to stay in contact with the parties' minor child via telephone or otherwise, despite the best efforts of the Mother to promote such communication between the Father and the minor child of the parties. It may not be possible for the Father to telephone the child each day; however, it is psychologically detrimental to the child to have absolutely no contact with the Father during the child's entire period of extended time sharing with the Mother. To this end, the child may feel abandoned by the Father or that the child is being punished by the Father for enjoying time sharing with the Mother, given the Father's expressed animosity towards the Mother in this case. Whether well founded or not, the Father shall not let any acrimony he may feel towards the Mother be visited upon the child in any manner or fashion. Further, the Mother is absolutely entitled to consistent telephonic communication with the parties' minor child during the Father's time sharing with the child, and the Father shall understand the import of such communication in terms of the child's appropriate development and bonding with both parents, given the young age of the child.

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(c) Notice Of Telephone Number and Address and E-Mail Address(es): Each

party shall at all times keep the other apprised of his or her residence and business addresses and telephone numbers (land lines and cellular telephones) and e-mail address(es), in order that each can contact the other in the event of emergencies regarding the child. Neither party shall use his or her knowledge of the other party's address or phone number or e-mail address(es) to harass or annoy said party. If either party changes any of their telephone numbers or their residential address and/or e-mail address(es), they shall provide written notice to the other parent within twenty four (24) hours of any such change.

(d) Vacations: Each party may have occasion to take vacations away from home,

and it is recognized that the vacationing parent may take the minor child along on vacations and/or on weekend trips outside of Pittsburgh or the State of Pennsylvania, consistent with the parents' time sharing schedule set forth herein. In this regard consideration shall be given to the child's best interest and school schedules.

If either parent travels out-of-town with the child, a specific, written itinerary, flight numbers and times, hotel and/or accommodation address(es) and telephone number(s) shall be provided for the other parent if the child's weekend time sharing and/or vacation shall be taken out of town at least ten (10) days in advance of any such travel plans (if possible) or as soon as plans are made. If travel with the minor child outside of the United States is contemplated at least thirty (30) days, prior written notice shall be provided by the travelling parent. Failure to provide such specific, written itinerary shall result in the non-compliant parent's forfeiture of their travel rights with the child for said trip.

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The child shall have free access and unhampered telephone contact with the other parent during any weekend or extended vacation out of Pittsburgh or the State of Pennsylvania.

(g) Non-Interference With Time Sharing: Generally, neither parent shall interfere with the other parent's time sharing with the child and shall not arrive unannounced at the other parent's residence to pick up the parties' minor child during any period of the other parent's extended time sharing including, but not limited to, extended weekend, holiday or summer time sharing, other than to pick up the child at the scheduled pick up time, when applicable.

(h) Right of First Refusal: During either parent's schedule for time sharing with the parties' minor child, if either party is unavailable to care for the parties' minor child for a period of eight (8) hours or more or overnight and/or plans on vacationing out-of-town without the parties' minor child, the other parent shall be provided with the right of first refusal with regard to caring for the parties' minor children. The parent who is providing the right of first refusal shall provide the other parent with adequate notice of their intention to be unavailable and/or out-of-town, in order that the other parent might exercise their right of first refusal and respond to the offer within twenty four (24) hours. Generally, the parties shall cooperate to advise one another of their respective schedules and the child's schedule, in order to coordinate their time sharing with the parties' minor child. The parents under these circumstances shall have priority over care by third parties including, but not limited to, stepparents, grandparents, significant others of the parties or a nanny.

When the Father is exercising his right of first refusal, the Mother shall be responsible for dropping off the parties' minor child at the Father's residence and upon the Mother's return, the Mother shall pick up the parties' minor child from the Father's residence or consistent with the parties' time sharing schedule set forth herein.

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When the Mother is exercising her right of first refusal, the Father shall be responsible for dropping off the parties' minor child at the Mother's residence and upon the Father's return, the Father shall pick up the parties' minor child from the Mother's residence or consistent with the parties' time sharing schedule set forth herein.

Further, in the event either parent is able to personally provide supervision or care for the parties' minor child after school, consistent with the parents' employment schedules, then the parents under this circumstance shall have priority over care by third parties including, but not limited to, stepparents, grandparents, significant others of the parties, a nanny or an after care facility.

(s) Notice of Cancellation and/or Lateness: If the Father fails to exercise his weekend, weekday, holiday or summer time sharing with the child for any reason whatsoever, and the Mother is unavailable to care for the child, the Father shall arrange for appropriate child care on behalf of the parties' minor child. The Father shall provide the Mother with at least twenty four (24) hours notice of any change in his schedule, unless there is a true emergency, and then the notice shall be provided as soon as it is reasonably possible. The Mother shall immediately advise the Father if she is unable to care for the child. In such event, the Father shall provide the Mother with information as to who shall be caring for the parties' minor child and a telephone number, in order that the Mother may contact the child, consistent with the provisions set forth herein. Appropriate child care shall be defined as an adult who is authorized to operate a motor vehicle, who is fluent in the English language, and who has no criminal background (has never been convicted of a crime).

In the event the Father fails to arrange for child care on behalf of the parties' minor child and the Mother is compelled to hire a baby-sitter and/or pay for any child care and/or additional after school care for the child, the Father shall be solely responsible for the reasonable cost of such baby-

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sitter and/or child care expense. The Mother shall provide the Father with written proof of said cost and the payment by the Mother of same, and the Father shall reimburse the Mother within five (5) days of receiving said proof.

If the Mother fails to exercise her weekend, weekday, holiday or summer time sharing with the child for any reason whatsoever, and the Father is unavailable to care for the child, the Mother shall arrange for appropriate child care on behalf of the parties' minor child. The Mother shall provide the Father with at least twenty four (24) hours notice of any change in her schedule, unless there is a true emergency, and then the notice shall be provided as soon as it is reasonably possible. The Father shall immediately advise the Mother if he is unable to care for the child. In such event, the Mother shall provide the Father with information as to who shall be caring for the parties' minor child and a telephone number, in order that the Father may contact the child, consistent with the provisions set forth herein. Appropriate child care shall be defined as an adult who is authorized to operate a motor vehicle, who is fluent in the English language, and who has no criminal background (has never been convicted of a crime).

In the event the Mother fails to arrange for child care on behalf of the parties' minor child and the Father is compelled to hire a baby-sitter and/or pay for any child care and/or additional after school care for the child, the Mother shall be solely responsible for the reasonable cost of such baby-sitter and/or child care expense. The Father shall provide the Mother with written proof of said cost and the payment by the Father of same, and the Mother shall reimburse the Father within five (5) days of receiving said proof.

If either party is going to be more than fifteen (15) minutes late in picking up or dropping off the child due to circumstances beyond their control such as being stuck in traffic, the

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tardy parent shall telephone, e-mail or text the other parent and notify them of their impending lateness. Moreover, neither parent shall use either child as a "go between" or "messenger" to transmit information to the other parent. For example, shall either parent be unable to exercise their time sharing, that parent shall transmit this information directly to the other parent and shall also be responsible to explain their failure to exercise time sharing directly to the child and shall not place this burden upon the other parent.

Further, if either party is more than thirty (30) minutes late in picking up the parties' minor child and does not notify the other parent to advise of their impending lateness, other than in the case of a true emergency, the tardy parent shall forfeit his/her time sharing with the parties' minor child and the other parent shall be entitled to make alternative plans for the child for said evening or day.

(f) Miscellaneous Provisions:

i. The parties shall be flexible in "swapping" and/or alternating a weekend or weekday in the event either parent has a special event planned such as a family wedding, family reunion, birth of a new child, family member funeral or such other event of similar magnitude. The "swapping" of weekends may result in a parent spending two (2) consecutive weekends with the parties' minor child; however, that shall not alter the parties' time sharing schedule as set forth herein in the future. Further, the parties shall provide each other with at least forty eight (48) hours written notice of any activity that could affect the other parent's time sharing with the parties' minor child or as soon as reasonably possible such as in the event of the birth of a child or death of a family member.

ii. Written notice or correspondence between the parties shall be either via United States First Class Mail Return Receipt Requested and/or via e-mail and/or via facsimile transmission.

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