

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

THOMAS J. RAVENEL,

Plaintiff,

vs.

KATHRYN C. DENNIS,

Defendant,

ALLISON C. DENNIS,

Third-party Defendant.

IN THE FAMILY COURT  
NINTH JUDICIAL CIRCUIT

JUDGMENT IN A  
FAMILY COURT CASE

FILED

2017 JUN 30 AM 10:13

JUNIE D. ANDERSON  
CLERK OF COURT

Docket No. 2016-DR-10-1687

<b>Submitted by:</b> F. P. Segars-Andrews, Esquire/Lori Dandridge Stoney, Esquire 755 Johnnie Dodds Blvd., Ste. 100 Mt. Pleasant, SC 29464	<b>Attorneys for</b> <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant <input type="checkbox"/> GAL
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**DECISION BY COURT** (check all that apply)

- This action came to trial, hearing or was resolved by consent and an order was rendered.
- This action has been dismissed pursuant to
  - Rule 12(b), SCRPC  Rule 41(a), SCRPC
  - Rule 43(k), SCRPC  Family Court Benchmark
  - Other: \_\_\_\_\_

**IT IS ORDERED AND ADJUDGED:**  See attached order;  Statement of Judgment by the Court:  
Final Order Approving Agreement.

Additional information for Clerk: \_\_\_\_\_

**ORDER INFORMATION**

This is a  Temporary  Final order. If Final, does this order end the case?  Yes  No  
Support  is not ordered  is ordered, and it is to be paid  through the court.  directly to the CP.  
Case number under which support is paid if different from this one: \_\_\_\_\_

This order involves the immediate  issuance  dismissal of a bench warrant, or  does not apply.

The following motions are ended by this order (include motion filing date): \_\_\_\_\_

This order adds or dismisses the following parties to this case:

dismiss  add: \_\_\_\_\_  dismiss  add: \_\_\_\_\_

INFORMATION FOR THE PUBLIC INDEX/TRANSCRIPT OF JUDGMENT (§ 20-3-670(B)(1))		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information to enroll, indicate "N/A" in one of the boxes below.		
Judgment In Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount to be Enrolled (List amount(s) below)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order: _____		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the South Carolina Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: title abstractors and researchers should refer to the official court order for judgment details.**

Family Court Judge

Judge Code

Date

**FOR CLERK OF COURT OFFICE USE ONLY**

This judgment was entered on the \_\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney's box on \_\_\_\_\_ to attorneys of record or to parties (when appearing pro se) as follows:

F.P. SEGARS-ANDREWS, ESQ.  
755 JOHNNIE DODDS BLVD., STE. 100  
MT. PLEASANT, SC 29464

**ATTORNEY(S) FOR THE PLAINTIFF(S)**

JOHN M. HILLIARD, III, ESQ.  
P. O. BOX 658  
408 CLELAND STREET  
GEORGETOWN, SC 29442  
**ATTORNEYS FOR THE DEFENDANT(S)**

PETER D. DELUCA, JR., ESQ.  
DELUCA & MAUCHER, LLP  
P. O. BOX 9  
GOOSE CREEK, SC 29445  
**ATTORNEY(S) FOR THIRD-PARTY DEFENDANT(S)**

\_\_\_\_\_  
**CLERK OF COURT**

**Court Reporter:** \_\_\_\_\_

**Custodial Parent (if applicable):** \_\_\_\_\_

All About The Tea

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

**FILED**  
2017 JUN 30 AM 10:13  
JULIE J. ADAMS-STRONG  
CLERK OF COURT

IN THE FAMILY COURT  
NINTH JUDICIAL CIRCUIT

THOMAS J. RAVENEL,

BY  
Plaintiff,

-vs-

KATHRYN C. DENNIS,

Defendant,

ALLSION C. DENNIS,

Third-Party Defendant.

**FINAL ORDER  
APPROVING AGREEMENT  
(By Consent & Ending Case)**

Docket No.: 2016-DR-10-1687

<b>PRESIDING JUDGE:</b>	<b>THE HONORABLE EDGAR H. LONG, JR.</b>
<b>DATE OF HEARING:</b>	<b>JUNE 30, 2017</b>
<b>ATTORNEYS FOR PLAINTIFF:</b>	<b>LORI DANDRIDGE STONEY, ESQ. F. P. SEGARS-ANDREWS, ESQ.</b>
<b>ATTORNEY FOR DEFENDANT:</b>	<b>JOHN M. HILLIARD, III, ESQ. SARA BRINSON, ESQ.</b>
<b>ATTORNEY FOR THIRD -PARTY DEFENDANT; GUARDIAN AD LITEM:</b>	<b>PETER DELUCA, ESQ. ELIZABETH STRINGER, ESQ.</b>
<b>COURT REPORTER:</b>	<b>MARIA DEMPSEY</b>

THIS MATTER was scheduled to come before the Court on the 30<sup>TH</sup> day of June 2017 for a Final Hearing. Prior to the call of the case, the parties informed the Court that they had reached a written Agreement resolving the issues in the matter and desired to proceed with a final hearing on the issue of approval of the parties' *Complete Custody Agreement*.

Plaintiff's attorney, Lori Dandridge Stoney, Esquire, appeared at the hearing and provided the Court with Plaintiff's Affidavit in lieu of appearance. Defendant appeared at the hearing represented by her attorneys, John M. Hilliard, III and Sara Brinson. An Affidavit in lieu of appearance for the third-party Defendant was provided to the Court. The Guardian *ad Litem* was present at the hearing. The Court was advised by counsel that the parties had resolved all issues

*EMS*



arising from this matter and had signed an Agreement styled “*Complete Custody Agreement*” (herein “Agreement”) attached hereto as **Exhibit A**. After taking sworn testimony, reviewing the pleadings, the Affidavits in lieu of appearance and the Court’s file, the Court hereby makes the following Findings of Fact and Conclusions of Law.

**FINDINGS OF FACT:**

1. This Court finds that the Plaintiff and Defendant were never married to each other and there have been two (2) children born to the Parties, to wit, KCR, born in 2014 and SJR born in 2015.

2. This Court finds that the Defendant is a citizen and resident of the County of Berkeley, State of South Carolina, and has been for more than one year prior to the commencement of this action. The Defendant was a citizen and resident of the County of Charleston at the filing of this action. The Court has jurisdiction over the parties and the subject matter of this action.

3. The parties have submitted their Agreement to the Court for review and approval. Based on the testimony offered, the Court makes the following findings with respect to the Agreement:

- a) This Court finds that the Parties understand that the issues between them could have been resolved by a trial, but the Parties elected instead to resolve the issues between them by negotiation, compromise and settlement;
- b) All Parties had their own separate attorneys throughout this litigation. They were able to ask their respective attorneys any and all questions they had concerning the Agreement before they signed the Agreement. Furthermore, each Party is satisfied with the representation of counsel who have answered all of their questions relative to this case and these proceedings.
- c) This Court finds that the Parties participated in negotiations over a long period of time leading to their Agreement;
- d) This Court finds that the Parties made adequate and complete financial disclosure and each Party has sufficient knowledge of the financial circumstances, through the exchange of financial declarations and otherwise, of the other to make an intelligent decision regarding the financial matters addressed in the Agreement;



e) This Court finds that the Parties understand the terms and conditions of their Agreement and that they have entered into the Agreement freely and voluntarily and that they were not under any duress or coercion;

f) This Court finds that the Parties were not under the influence of alcohol or drugs or other adverse and/or incapacitating circumstances at the time of the execution of the Agreement and at the time of the execution of their Affidavits Requesting Approval of Agreement;

g) This Court finds that each Party believes the Agreement to be equitable, fair and reasonable under the circumstances;

h) This Court finds that the Parties' Agreement constitutes a complete and comprehensive settlement of any and all issues between the Parties and that none of the Parties have been offered anything outside of or in addition to the terms contained in the Parties' Agreement;

i) This Court finds that each Party believes the terms of the Parties' Agreement, as they relate to the minor children, to be in the best interest of the minor children;

j) This Court finds that the Parties have requested that the Court approve and adopt the Agreement as a Final Order of this Court. The Parties understand that, upon the adoption and approval of the Agreement by this Court, each Party shall be bound by the Agreement;

k) This Court finds that each Party understands that the Agreement is subject to enforcement by this Court through an exercise of its power to hold a non-complying Party in contempt.

5. Upon careful consideration of the Agreement, the Financial Declarations of the Parties, the Affidavits in lieu of appearance, and the testimony presented, this Court finds that the Agreement is an equitable, fair and reasonable disposition of issues between the Parties, both procedurally and substantively, which issues otherwise would have been adjudicated. This Court finds that the signed Agreement shall be attached to this Final Order and incorporated herein by reference and merged into and made a part of this Final Order.

#### CONCLUSIONS OF LAW:

6. This Court has jurisdiction of the parties and the subject matter of this action and venue in the County of Charleston County is proper, and jurisdiction if proper in the State of South Carolina.

7. The Opinion in the case of *Forsythe v. Forsythe*, 290 S.C. 253, 349 S.E.2d 405 (Ct. App. 1986), sets forth the law of this State:

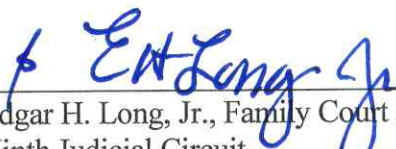
The Courts of this State have consistently encouraged litigants to reach an extra-judicial agreement on issues arising out of the marital relationship, calling such agreements praiseworthy products which enhance judicial efficiency. *Drawdy v. Drawdy*, 275 S.C. 76, 268 S.E.2d 30 (1980). Nevertheless, the trial judge has the duty, first, to determine whether the agreement was entered into freely and voluntarily, and, second, to determine whether it was fair. *Funderburk v. Funderburk*, 286 S.C. 129, 332 S.E.2d 205 (1985). Moreover, in determining whether an agreement is fair, it is not the task of the Court to decide the rights of the husband and wife as if there had been no agreement, but rather the Court must decide whether the agreement is within the bounds of reasonableness from both a procedural and substantive perspective. *Burnett v. Burnett*, 290 S.C. 28, 347 S.E.2d 908 (Ct. App. 1986).

8. The Agreement between the Parties is in the best interest of the minor children. The Agreement attached hereto is fair and equitable to both parties, both procedurally and substantively, and should be incorporated, merged and adopted herein, and issued as the enforceable Order of this Court.

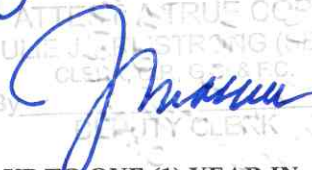
NOW, THEREFORE, by reason of the foregoing, it is,

**ORDERED, ADJUDGED, AND DECREED** that the Parties' *Complete Custody Agreement* made between the Parties, which is attached hereto and incorporated herein by reference hereby is approved and adopted and made the Order of this Court.

**AND IT IS SO ORDERED!**

  
Edgar H. Long, Jr., Family Court Judge  
Ninth Judicial Circuit

June 30, 2017  
Charleston, South Carolina

ATTORNEY AT LAW  
JULIE J. STRONG (REAL)  
CLEANING & MAINTENANCE  
BY:   
FAMILY CLERK

**FAILURE TO COMPLY WITH AN ORDER OF THE COURT CAN RESULT IN UP TO ONE (1) YEAR IN PRISON AND/OR A FINE UP TO ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) AND/OR THREE HUNDRED (300) HOURS UPON THE PUBLIC WORKS OR A COMBINATION OF ALL THREE.**



FILED

2017 JUN 30 AM 10:13

JULIE J. ARMSTRONG  
CLERK OF COURT

STATE OF SOUTH CAROLINA ) IN THE FAMILY COURT  
COUNTY OF CHARLESTON ) NINTH JUDICIAL CIRCUIT

THOMAS J. RAVENEL,

BY \_\_\_\_\_ )

Plaintiff, )

vs. )

KATHRYN C. DENNIS,

Defendant. )

ALLISON C. DENNIS

Third-Party Defendant. )

**COMPLETE CUSTODY  
AGREEMENT**

Docket No. 2016-DR-10-1687

This AGREEMENT made and entered into this 28 day of JUNE, 2017, in Charleston County, South Carolina, by and between THOMAS J. RAVENEL, (hereinafter referred to as "Father") and KATHRYN C. DENNIS (hereinafter referred to as "Mother") and the parents hereinafter referred to together as "Parties." The Third Party Defendant, Alison Dennis, (hereinafter referred to as "Maternal Grandmother").

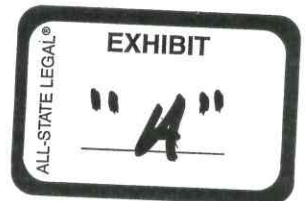
**WITNESSETH:**

WHEREAS, the Parties hereto were never married but two children have been born to the parties: namely KCR, born in 2014 and SJR born in 2015; and

WHEREAS, the Mother is 25 years of age and Father is 54 years of age; and

  
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WHEREAS, at the filing of this action the parties were both residing in the County of Charleston, State of South Carolina and the Mother has now moved to the County of Berkeley, State of South Carolina; and

WHEREAS, KCR was born in the State of Florida but the parties immediately returned to the State of South Carolina with the minor child and SJR was born in the State of South Carolina and both children continue to reside in the County of Charleston, State of South Carolina; and

WHEREAS, the Parties have reached a full and comprehensive COMPLETE CUSTODY AGREEMENT, (herein "Agreement") as to all matters arising between the Parties and now intend to put the agreement in writing. They intend and it is the purpose of this AGREEMENT to make a complete and final settlement of all claims that either Party may have against the other arising from the birth of the minor children, and all other issues with respect to any claims either may have against the other arising out of this litigation; and

WHEREAS, the Father has been ably represented by independent legal counsel throughout the negotiations and preparation of this AGREEMENT, to wit: F. P. Segars-Andrews, Esquire, of Charleston, South Carolina, and he recognizes and certifies that he has been competently and fairly represented and fully advised of all of his legal rights and duties incident to this AGREEMENT and the matters addressed herein; and

WHEREAS, the Mother has been ably represented by independent legal counsel throughout the negotiations and preparation of the AGREEMENT, to wit: John M. Hilliard, III. and Sara A. Brinson, Esquires, of Georgetown, South Carolina, and she recognizes and certifies

  
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that she has been competently and fairly represented and fully advised of all of her legal rights and duties incident to this AGREEMENT and the matters addressed herein; and

WHEREAS, the Parties hereto now consider it to be in their respective best interests and in accord with the best interests and welfare of their children to settle between themselves all matters in issue and all matters heretofore arising or hereafter to arise from the birth of the minor children, and have reached a complete agreement and now wish to reduce their agreement to writing and desire that it shall constitute the total agreement between them, with respect to all matters which were raised or could have been raised between the Parties hereto; and

WHEREAS, both Parties acknowledge that each is familiar with the financial ability, income, debts, expenses, worth and assets of the other based upon knowledge obtained in their respective financial declarations submitted by the Parties. The Parties are not entering into this AGREEMENT as a result of any duress or undue influence, and they further recognize that each Party has freely, actively and fully taken part in the negotiation hereof over a reasonable period of time and each fully accepts the terms and conditions hereof, and each Party acknowledges and considers the same to be fair, just and equitable under all relevant circumstances; and

WHEREAS, the Parties intend that this AGREEMENT shall be offered to the Family Court of the Ninth Judicial Circuit, State of South Carolina for approval as fair and in the best interests of their children, and they specifically request that the Court approve their AGREEMENT and merge their AGREEMENT into any Final Order which a Court of competent jurisdiction may hereafter issue and specifically the Family Court of the Ninth Judicial Circuit, State of South Carolina.

  
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NOW, THEREFORE, in exchange for valuable consideration and mutual covenants and promises, the undersigned, Thomas J. Ravenel and Kathryn C. Dennis, hereby covenant and agree as follows:

**ARTICLE I**  
**CHILD CUSTODY AND VISITATION**

**1.1 Custody:** The Father shall have custody of the Parties' minor children. The Parties acknowledge that it is in the best interests of their minor children that they each encourage, support, and nurture a positive and loving relationship between the children and the other parent.

**1.2 Major Decisions:** The Father shall consult with Mother regarding all major decisions concerning the children's health, education and welfare. These communications shall be by Our Family Wizard. In the event there remains a difference of opinion between the Parties after good faith consultation, it is agreed that the Father shall have the ultimate decision making authority.

**1.3 Rights to Records:** The Parties agree that each shall have the complete and unrestricted right to the children's medical and academic records. To the extent that either parent might need written authorization from the other to gain access to such records, such authorization shall be immediately provided upon request.

**1.4 Phased in Visitation For Mother:** The Mother's visitation shall take place at either the home of the Maternal Grandmother's father in Mount Pleasant, South Carolina, or the Maternal Grandmother's home located in Monck's Corner, South Carolina, and shall be

  
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supervised by Allison Dennis (the Maternal Grandmother) or Nancy Dennis for all phases requiring supervised visitation, and shall be subject to all restraints as describe in Paragraphs 1.8 and 1.9 below. The phased in time with Mother is contingent upon the Mother remaining clean and continuing to have negative drug and alcohol test. Mother shall have at least eight (8) visitation periods in each Phase. If Mother misses a visit, the phase ends at the conclusion of eight (8) visits. As long as Mother's drug test requested by Father show she is clean and sober, Mother shall have the following phased in time with the minor children:

(a) **PHASE I:** Mother shall have supervised alternating weekends from Friday at 2:30 p.m. after daycare until Monday when Mother shall return the children to daycare at 8:30 a.m. The alternating weekend supervised visitation shall continue until the mother has a period of six (6) months of negative hair follicle tests and any other drug test requested by Father. At the conclusion of the six-month period where Mother has had all negative drug and alcohol testing, the Mother shall move to the next phase of visitation. Mother's Phase I visitation will be considered to have started from her clean hair follicle drug test dated April 15, 2017 and will conclude on October 15, 2017.

(b) **PHASE II:** Mother's supervised alternating weekend visitation shall continue and start on Friday at 2:30 p.m. to be picked up from daycare and end Monday at 8:30 a.m. when Mother returns the children to daycare. During this weekend visitation the Mother shall have unsupervised time with the minor children on Saturday from 10:00 a.m. until 6:00 p.m. This visitation shall remain in effect for two (2) months. At the conclusion of the two-

  
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month period assuming she has provided only negative drug and alcohol testing, the Mother shall move to the next step of visitation.

(c) **PHASE III:** Mother's supervised alternating weekend visitation shall be extended to Friday at 2:30 p.m. after daycare until Tuesday at 8:30 a.m. when Mother shall return the children to daycare. During this weekend visitation the Mother shall have unsupervised time with the minor children on Saturday from 10:00 a.m. until 6:00 p.m. and on Sunday from 10:00 a.m. until 6:00 p.m. This visitation shall remain in effect for two (2) months. At the conclusion of the two-month period assuming she has provided only negative drug and alcohol testing, the Mother shall move to the next step of visitation.

(d) **PHASE IV:** Mother's supervised alternating weekend visitation shall be extended from Friday at 2:30 p.m. when Mother shall pick up the children from daycare to Wednesday at 8:30 a.m. when Mother shall return the children to daycare. During this weekend visitation the Mother shall have unsupervised time with the minor children beginning Saturday at 10:00 a.m. until Sunday at 6:00 p.m. This visitation shall remain in effect for two (2) months. At the conclusion of the two-month period assuming she has provided only negative drug and alcohol testing, the Mother shall move to the next step of visitation.

(e) **PHASE V:** Mother shall have supervised alternating week visitation from Friday at 2:30 p.m. until the following Friday at 8:30 a.m. when Mother shall return the children to daycare. During this visitation Mother shall have unsupervised time with the children from Friday at 6:00 p.m. until Sunday at 6:00 p.m. Once Mother has been clean for a period of one (1) year, the Parties agree to return to mediation. In the event of an impasse at this

  
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mediation, either party may return to court without showing a substantial and material change of circumstances.

(f) **In the Event of Relapse:** Should Mother have a positive drug or alcohol test, or fail to timely submit to a requested drug or alcohol test, her visitation shall revert to supervised visitation as outlined in Paragraph 1.4 a) ("PHASE I") and she shall again begin the phased in visitation process described from Paragraph 1.4 a) through Paragraph 1.4 e). In the event Mother has a positive drug or alcohol test, or fail to timely submit to a requested drug or alcohol test, her supervision during Phase I shall be by sight and sound

1.5 **Holiday Schedule During Mother's Phased in Visitation:** Until such a time that Mother has been clean for one (1) year and the Parties have returned to mediation to address the Mother's visitation as described in Paragraph 1.4 e) ("PHASE V") above, Mother shall have the following holiday visitation as set forth below. Unless otherwise agreed by the Parties in writing, these visitations subject to the same restraints as described in Paragraphs 1.8 and 1.9 below. Mother shall have the same level of unsupervised visitation according to the Phase she is in while the holiday visitation is occurring.

(a) **Thanksgiving:** The Parties agree that Mother shall have supervised Thanksgiving visitation in 2017 and every odd year thereafter from 6:00 p.m. the day before Thanksgiving to 6:00 p.m. the day after Thanksgiving.

(b) **Christmas Holidays:** The Parties agree that Mother shall have supervised visitation during the Christmas Holidays in 2017 and every odd year thereafter from December 22 at 6:00 p.m. to December 26 at 6:00 p.m. and Father shall have this time in even numbered

  
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years. In 2018 and every even year thereafter Mother shall have December 26 at 6:00 p.m. to December 30 at 6:00 p.m.

**1.6 Children's Therapy Sessions:** The parties acknowledge that the older child is in therapy beginning at 10:30 a.m. on Monday morning. Mother agrees to drop the younger child at daycare and take the older to her therapy during her visitation. Each party agrees to see that the children get to all therapy sessions that take place during their custodial periods.

**1.7 Father's Travel With the Minor Children:** Should Father travel with the minor children out of the tri-County area making Mother's visitation in Charleston impossible, Father shall pay to have the Mother travel to visit with the minor children where the children are staying including her airfare, lodging cost and the cost of a visitation supervisor. Or in the alternative, the parties may agree in writing to the rearrangement of Mother's visitation. Father shall not cause Mother to have to travel for visitation more than once per month unless agreed to in writing by the parties. Additionally, Father shall not travel outside the tri-county area causing the children to be relocated outside the tri-county area for more than one month at a time.

**1.8. Restraints Against Behavior:**

(a) The Parties are restrained from engaging, or allowing or encouraging others to engage, in any conduct in the presence of the minor children which would cause the children to become upset with the other parent or alienate the affections of the children for the other parent.

(b) Neither Party shall allow any third party to be referred to by the term "mother" or "father" except the Parties. The Parties are required to correct the children if they

  
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do call a third party by those terms. Should the children consistently call a third party by those terms despite correction, the parties are required to address this issue through counseling.

(c) Neither Party shall make any disparaging remarks about the other parent to the minor children, in the presence of the minor children, or within earshot of the minor children, or allow or encourage others to do the same. Nor shall either Party post any negative remarks about the other on social media. Should a third party (friend, employee or relative) post something negative about the other on social media the Parties shall ask them to take it down.

(d) The Parties are restrained against the use of profane, demeaning, or violent language in the presence of the minor children and from any form of physical or verbal confrontations or allowing another to do so in front of either of the children. They are required to keep the minor children in a moral and safe environment at all times.

(e) The Parties are restrained from allowing the minor children to see or be exposed to age-inappropriate movies, computer access or websites, games or other material or forms of entertainment, and shall take all reasonable precautions against the same. In no case shall the children be exposed to any X-rated or pornographic material.

(f) Each Party agrees to be restrained from the use of illegal drugs and/or abuse of prescription drugs at all times and from consuming excess alcoholic beverages while the minor children are in his/her care.

(g) The Parties are restrained from harming, harassing, molesting, threatening or intimidating the other, their family or their friends in any way whatsoever, whether in person, by telephone, e-mail, text messages, voicemails, social media or any other electronic means.

  
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The Parties are further restrained from entering the property of the other, their family, or their friends without prior written permission.

(h) Neither party shall allow any caregiver, either paid or unpaid, for the minor children to post any information or reference to the minor children on any form of social media. The father shall not allow any caregiver, either paid or unpaid, for the minor children to post any information or reference to the mother on any forms of social media. Should any caregiver violate these provisions they shall no longer be allowed to provide care for the minor children.

(i) The Parties are restrained from having any person with whom they are romantically involved overnight with them while the children are present in the same house.

(j) The Parties are restrained from having a romantic relationship with any paid caregiver of the minor children. The Parties are restrained from allowing any person they are romantically involved with to solely care for the children until they have been dating for four (4) months.

**1.9 Restraints Regarding Visitation:**

(a) Mother's visitation shall not be supervised by any person other than the Maternal Grandmother, or the Mother's Aunt, Nancy Dennis, unless otherwise agreed upon by the Parties in writing.

(b) The Maternal Grandfather shall not be left unsupervised with the minor children at any time.

  
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(c) The Maternal Grandfather's dog, Lucy, shall not be around the minor children and shall not be at any location where the children are present at any time.

(d) The Parties agree that they shall not allow the minor children to be around any firearms of any kind not protected under lock and key. In addition, the Parties agree that they shall not allow anyone to fire any firearms within three hundred (300) yards of the environment where the children are located.

**1.10 Miscellaneous Matters:**

(a) **Contact Information:** The Parties shall keep the other informed of their current business and home addresses as well as current business and home telephone numbers, including but not limited to, cell phone numbers and e-mail addresses.

(b) **Telephone, FaceTime, and E-Mail Communication with the Minor Children:** Both parties are required to make the minor children available to the other parent via telephone, email, or FaceTime while the minor children are in his/her care twice a week at the request of the party without the children in his/her care. However, when the minor children reach an age where they can communicate via telephone and/or e-mail, the children shall be allowed to call, FaceTime, and/or e-mail either parent at any time the children reasonably desires.

(c) **Emergency Care:** In the case of a medical, dental or healthcare emergency involving one or both of the children, the caretaking parent shall use every reasonable effort to immediately contact the other parent. If the other parent cannot be located or the situation dictates an immediate decision, the caretaking parent at the time of the emergency shall

  
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have complete authorization to make all necessary decisions. The other parent shall be notified of the situation and the status of medical treatment rendered and decisions made as soon thereafter as is practically possible.

(d) **Our Family Wizard:** The Parties agree to utilize Our Family Wizard in order to communicate with each other regarding all issues relating to the minor children. Each Party shall pay their share of the cost. Both Parties are required to check Our Family Wizard at least once a day.

(f) **Nanny:** The Parties agree that neither Party shall employ the present nanny, DP, or her daughter, PP, after Mother completes Phase I. Father shall employ a new nanny upon the beginning of Mother's Phase II visitation. Each Party shall consult with the other prior to hiring any new nanny. In the event of a disagreement, Father shall have the ultimate decision making authority on the nanny(s) hired to care for the minor children.

**ARTICLE II**  
**MOTHER'S DRUG TESTING AND EVALUATION**

2.1 In order for Mother to be allowed to have visitation as outlined in Paragraph 1.4 above with the minor children, Mother shall be required to take any drug or alcohol tests requested by Father.

(a) Mother shall take any and all tests at the office of Ruth DeHaven, MD or ArcPoint in Charleston unless the Parties agree to another facility. If Mother is outside the tri-county area and cannot appear for testing in Charleston within twenty-four (24) hours of a

  
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request, Father shall provide Mother the location of a more conveniently located facility to which she shall submit for testing. Father shall not request a test of Mother at a time which would result in Mother having less than 24 hours in which to take the requested test due to testing facility hours of operation.

(b) The results of all drug and alcohol tests shall be forwarded directly from the testing facility to the Father. Mother shall sign any and all releases necessary to authorize the testing facility to release Mother's drug and alcohol test results directly to Father

(c) Father shall initially pay for any and all of the drug and alcohol tests he requests Mother to submit to. However, should Mother test positive for drugs or the over use of alcohol, Mother shall reimburse Father the cost of the test within ten (10) days.

(d) Father shall make these requests through Our Family Wizard and Mother shall be required to submit to these tests within twenty-four (24) hours of the request. Mother shall be responsible for checking her text messages and emails daily to ensure all requests made by Father are received and complied with within twenty-four (24) hours of Father sending the request.

(e) Should Mother fail to show up for a requested drug or alcohol tests within the allotted 24-hour window, Mother shall be deemed positive for drugs and alcohol at which time her visitation shall return to the supervised visitation as described in Paragraph 1.4 a) ("PHASE I") above.

  
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(f) Should any drug screen show that Mother is misusing prescription drugs, using illegal drugs or abusing alcohol, Mother's visitation shall be supervised as required in Paragraph 1.4 a) ("PHASE I") above.

2.2 Mother and Father shall submit to a parental fitness evaluation to be performed by Randy Waid. Each party shall be responsible for the costs of their own evaluation. The appointments for these evaluations shall be made within thirty (30) days of the execution of this Agreement and shall be completed by September 1, 2017. Mother shall not move to unsupervised visitation with the minor children until this evaluation is completed.

**ARTICLE III**  
**CHILD SUPPORT**

3.1 **Child Support:** Commencing on June 1, 2017, and on the fifth day of each month thereafter, Mother shall pay Father the sum of One Hundred Dollars (\$100.00) per month as child support. Such child support as is required hereby shall be paid directly to Father on the fifth day of each month. If the Mother is ever ten (10) days late, the Father, by affidavit to the Court, shall have the Mother make the payments through the Court with the applicable surcharge, presently five percent (5%).

**ARTICLE IV**  
**ATTORNEY FEES AND COSTS**

  
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4.1 Each Party does hereby waive and release the other from any claim for contribution to attorney fees and/or litigation costs incurred related to and arising out of this litigation. Such waiver and release contained herein does not limit either Party from seeking attorney's fees and costs in the event either pursues enforcement of the terms of this Agreement in any future proceeding.

**ARTICLE V**  
**GUARDIAN AD LITEM**

5.1 The parties each acknowledge they are satisfied with the services of the Guardian ad Litem. The parties waive the right to receive a written Guardian ad Litem Report. The Father shall pay seventy-five percent of the Guardian ad Litem's fees and Mother shall pay twenty-five percent. The fees for the Guardian ad Litem shall be paid within 30 Days of the date of the approval of the agreement by the Court.

**ARTICLE VI**  
**DISCLOSURE AND UNDERSTANDING OF THE PARTIES**

6.1 The Parties expressly certify that each has entered into this AGREEMENT voluntarily, after due consideration and relying upon his or her independent judgment after consulting with separate counsel; that consent to the execution of this AGREEMENT has not been obtained by duress, fraud or the undue influence of any person.

6.2 The Parties acknowledge that they are entering into this AGREEMENT freely and voluntarily; they have ascertained and weighed all the facts and circumstances likely to influence

  
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their judgment concerning this AGREEMENT; each of them understands and has given consideration to all provisions of this AGREEMENT; and no relief will be sought by either Party which is inconsistent with the terms of this AGREEMENT; this AGREEMENT contains the entire understanding of the Parties; and that there are no representations, warranties, promises, covenants or undertakings other than those expressly set forth herein.

**ARTICLE VII**  
**APPROVAL, NON-MODIFICATION AND ENFORCEMENT OF AGREEMENT**

7.1 This AGREEMENT shall be submitted to the Family Court for the Ninth Judicial Circuit in Charleston, South Carolina, for the purpose of having the Court review and approve the terms and conditions of this AGREEMENT and for the issuance of an appropriate Order approving the terms and conditions hereof and making the same the Order of the Court.

7.2 Each Party solemnly agrees to seek and support the Court's approval of this AGREEMENT and to do nothing in derogation thereof or in any way attempt to discourage such approval by the Court. If the Court does not approve this AGREEMENT in its totality, this AGREEMENT shall be null and void and of no effect whatsoever.

7.3 Once approved and rendered the Order of the Court, the Family Court of the State of South Carolina shall have jurisdiction to enforce the terms and conditions of this AGREEMENT, along with any Order issued with respect thereto, and both the Father and Mother shall be subject to the jurisdiction and contempt powers of the Family Court of the State of South Carolina with respect to any breach or violation of this AGREEMENT or the Order of

  
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the Court. Both Parties submit themselves to the jurisdiction of the Family Court of the State of South Carolina for the resolution of any disputes which arise between them on account of this AGREEMENT.

7.4 The Parties hereby acknowledge and agree that this is a full and complete AGREEMENT with respect to all matters raised and with respect to all those which this is considered by them to be a fully integrated AGREEMENT.

**ARTICLE VIII**  
**GENERAL PROVISIONS**

The Parties represent and further agree to the following:

8.1 Each Party acknowledges that he or she is fully informed as to his or her legal rights and obligations; that each of them has entered into and executed this AGREEMENT after conferring with each of his own respective independent attorneys, and that each of them executes this AGREEMENT freely and voluntarily, intending to be bound forever by it and intending that it shall be enforceable by the other Party by proceedings in the Family Court of the State of South Carolina.

8.2 This AGREEMENT expresses the entire agreement between the Parties and supersedes any prior understandings or agreements between them, and there are no other representations or warranties other than those specifically set forth herein.

8.3 No waiver or any breach by either Party of the terms and conditions of the AGREEMENT shall be binding upon either of the Parties unless reduced to writing and subscribed to by both of the Parties.

  
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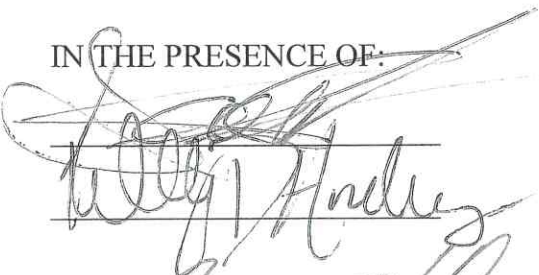
  
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8.4 This AGREEMENT was duly executed and delivered in Charleston County, South Carolina, and its terms and conditions shall be governed by and interpreted under the laws of the State of South Carolina whenever and in whatever judicial forum adjudication of such interpretation or dispute may arise.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the day and year first shown above and triplicate originals have been this day executed and delivered to each of the Parties.

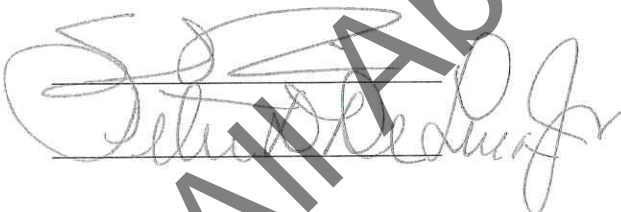
IN THE PRESENCE OF:

  
\_\_\_\_\_  
Billy Anderson

  
\_\_\_\_\_  
THOMAS J. RAVENEL


  
\_\_\_\_\_  
Kathryn C. Dennis

  
\_\_\_\_\_  
KATHRYN C. DENNIS

  
\_\_\_\_\_  
Allison Dennis

  
\_\_\_\_\_  
ALLISON DENNIS

  
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