



5. Respondent, [REDACTED], as duly notified of the action, filed his Verified Answer to Petitioner's Motion to Modify and Counter-Motion to Modify on August 2, 2018.
6. Petitioner, [REDACTED], voluntarily dismissed her verified Motion to Modify Judgment as to Custody, Parenting Time and Child Support on May 10, 2019, and the Court ratified that dismissal by Order entered May 22, 2019.
7. On May 22, 2019, the Court conducted a trial on Respondent's Counter-Motion to Modify Judgment as to Custody, Parenting Time and Child Support. Petitioner, [REDACTED] appeared in person, *pro se*, Respondent [REDACTED] [REDACTED] appeared in person and by counsel, [REDACTED].
8. On July 8, 2019, the Court entered a Judgment that continued joint legal and joint physical custody and modified the parenting time and child support. The primary change in parenting time was to change the summer schedule to have the minor child primarily reside with Respondent with Petitioner receiving alternating weekends.<sup>1</sup>
9. On August 7, 2019, [REDACTED], entered her appearance as attorney for Petitioner and filed Petitioner's Motion to Set Aside Judgment On Motion to Modify; Motion for New Trial and/or Motion to Reopen Evidence.
10. On September 7, 2019, Petitioner filed her Motion for Hearing to take up the Motion to Set Aside Judgment On Motion to Modify; Motion for New Trial and/or Motion to Reopen Evidence.
11. On September 30, 2019, the Court entered an Order sustaining the motion and scheduled a hearing for October 8, 2019, at 2:00 p.m.
12. On October 8, 2019, the Court held a hearing in this matter. Petitioner, [REDACTED] [REDACTED], appeared in person and with counsel. Respondent, [REDACTED],

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<sup>1</sup> During the school year, the Parenting Plan had the minor child primarily residing with Petitioner and Respondent receiving alternating weekends. Testimony was presented that the parties had followed this schedule at some point in time prior.

█ did not appear in person, but appeared by counsel, █.

13. On October 11, 2019, the Court entered an Order resetting this matter for a hearing on November 26<sup>th</sup>, 2019, limiting evidence that may be presented. In setting aside the July 2019 Judgment of Modification, the Court limited the time period of evidence to be reconsidered from October 2018 to July 2019.
14. On November 26, 2019, this matter was taken up for trial.

### **CREDIBILITY OF WITNESSES**

The Court has considered the testimony of the witnesses and made judgments regarding the credibility of their testimony. The Court finds Petitioner lacks total credibility in terms of her motivation for filing suit. The findings of fact and conclusions of law made by the Court in this Judgment of Modification are consistent with the Court's determination of the credibility of the witnesses and his or her respective testimony.

### **FINDINGS OF FACT AND ORDERS**

15. That the Court has personal jurisdiction over this matter and the parties.
16. That venue is proper with this Court.
17. That neither Petitioner nor Respondent are members of, or on active duty with, the United States Armed Forces or any of its allies and neither Petitioner nor Respondent are entitled to any benefits or immunities of the Soldiers and Sailors Relief Act.
18. That Petitioner's social security number is █ and is employed by █.
19. That Respondent's social security number is █ and is employed by █.
20. That the minor child is █, DOB █, social security number is █.
21. That no one other than Petitioner and Respondent have physical custody of or claims to have custody of or interest in visitation with the minor child. No

custody proceeding is pending in Missouri or any other state nor has there been a custody or visitation proceeding concerning the minor child in Missouri or any other state other than this action and related Jackson County Family Court cases. This Court has authority to make a custody determination pursuant to Section 452.740 RSMo.

22. That on November 26, 2019, testimony was taken by Petitioner and Respondent as to their requests for custody of the minor child.
23. That Petitioner and Respondent could not agree as to parenting time and visitation.
24. The Court looks to the factors contained in 452.375.2 RSMo. to determine custody issues. The Court identifies and analyzes each of the following factors:
  - a. **The wishes of the parents as to custody and the proposed parenting plan submitted by each party.** At the hearing held on November 26, 2019, Petitioner submitted a Proposed Parenting Plan requesting joint legal custody and joint physical custody with her address designated as the minor child's address for residential purposes. Said Proposed Parenting Plan maintains the custodial arrangement and parenting time of the April 10, 2018 Judgment. Petitioner testified that she believed this to be in the minor child's best interest due to her continued concern for Respondent's drinking. Specifically, on October 11, 2018, during the proceedings of this modification, Respondent, during his testimony, asserted that he did not believe this information was relevant to the current custodial proceedings and therefore did not disclose the arrest to the Guardian ad Litem nor reference it at the trial on May 22, 2019. Respondent also testified that the arrest had no bearing on his ability to parent the minor child and that he did not believe he needed substance abuse treatment. Respondent testified that he did not drink while he had custody of the minor child and that he had no other citations for drinking and driving. Respondent further testified that since October 2018, he no longer consumes alcohol. The traffic stop and alleged offense for which

Respondent is currently facing, is concerning. However, the isolated event of October 11, 2018 does not constitute a pattern of such behavior. Lastly, Respondent acknowledged that due to the arrest, he did not have a valid driver's license and relies on his girlfriend for transportation.

The Court finds this the citation of October 11, 2018 was readily available and could have been found by Petitioner at the time of trial on May 22, 2019. The Court finds Petitioner's motivation for seeking this information post the July 2019 Judgment of Modification, is guised to be in the best interest of the minor child but the Court finds it to be in furtherance to harass, molest, embarrass and malign Respondent as a father and a means to stay connected to Respondent.<sup>2</sup> The Court further finds Petitioner would not have been motivated to seek such information but for the July 2019 Judgment of Modification. While the parenting plan of the July 2019 Judgment of Modification did not contemplate Respondent's lack of a valid driver's license, this will be addressed in the parenting plan below.

On July 8, 2019, the Court entered a Judgment of Modification maintaining joint legal and joint physical custody and modifying parenting time and child support. The primary change in parenting time allowed Respondent additional time with the minor child during the summer months. During the summer, the minor child would primarily reside with Respondent and alternate weekends with Petitioner. At some time prior, the parties followed this schedule.

Petitioner submitted a Proposed Parenting Plan requesting joint legal and joint physical custody of the minor child with Petitioner's address designated for mailing and educational purposes. Petitioner's Proposed Parenting Plan request the parenting schedule as set out in the April 10, 2018 Judgment.

Respondent submitted a Proposed Parenting Plan requesting joint legal

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<sup>2</sup> The Court finds Petitioner's testifying at the May 22, 2019 trial that she was not acting in a manner to be vindictive or spiteful toward Respondent and wanted Respondent and his fiancé to be happy and have a good relationship with the minor child to lack total credibility.

and joint physical custody of the minor child with Petitioner's address designated for mailing and educational purposes. Respondent seeks to continue the Parenting Plan extending his summer schedule.

The Court finds it in the best interest of the minor child that Petitioner and Respondent continue to share joint legal and joint physical custody with Petitioner's address designated for mailing and educational purposes.

The Court further finds Respondent's proposed parenting plan and schedule to be in the best interests of the minor child as it ensures frequent, continuing and meaningful contact with both parents and is appropriate under the circumstances. This factor favors Respondent

- b. **The needs of the child for a frequent, continuing and meaningful relationship with both parents and the ability and willingness of the parents to actively perform their functions as mother and father for the needs of the child.** Petitioner has previously been found by this Court to have prevented Respondent from exercising his parenting time without just cause. Petitioner testified that she has previously alleged concern about Respondent's drinking. While Petitioner now<sup>3</sup> relies on events of October 11, 2018 to buttress her concerns, the Court notes Petitioner's load silence during the May 2019 trial, in which Petitioner did not propound that specific issue for the Court's consideration. Additionally, Petitioner has raised concerns regarding the minor child's ongoing behavioral issues at school and day care. Petitioner testified that while she believes the minor child has behavioral issues, she has not; a) kept Respondent informed of these behaviors; and b) cannot attribute these behavioral issues to the time spent with Respondent. Respondent testified that while the minor child is in his custody, he does not experience the same behavioral issues as Petitioner. Respondent readily testified that while he now speaks weekly with the minor child's school,

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<sup>3</sup> Since the July 2019 Judgment of Modification.

he admits to only attending a limited number of IEP<sup>4</sup> meetings and medical appointments. The Court finds Respondent's lack of attendance at the minor child's medical appointments to be de minimus as it pertains to his ability and willingness to function as a father. In keeping with the Court's previous findings that Petitioner has prevented Respondent from exercising his parenting time without just cause, the Court renews that finding in consideration of Petitioner's continued attempts to affect Respondent's parenting time with the minor child. This factor benefits Respondent.

- c. **The interaction and interrelationship of the children with parents, siblings and any other person who may significantly affect the child's best interests.** There was no evidence presented by Petitioner or Respondent concerning the interaction and interrelationship of the minor child with parents, siblings, and any other person who may significantly affect the child's best interest. This factor is neutral.
- d. **Which parent is more likely to allow the children frequent, continuing, and meaningful contact with the other parent.** As noted in paragraph b above, this factor favors Respondent.
- e. **The children's adjustment to their school, home and community.** Testimony was adduced that the minor child is well adjusted in both Petitioner and Respondent's residence, his school, and his communities. While Petitioner asserted concerns regarding the minor child's ongoing behaviors at school and after care, she could not attribute those concerns to time spent with Respondent. This factor is neutral.
- f. **The mental and physical health of all individuals involved, including any history of abuse of any individuals involved.** No evidence was presented about either parent's mental and/or physical health. This factor is neutral.

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<sup>4</sup> Individualized Educational Plan



- g. *The intention of either parent to relocate the principal residence of the child.* No evidence was presented on either parent's intention to relocate the minor child's residence. This factor is neutral.
- h. *The wishes of the children as the children's custodian.* No evidence was presented on the minor child's request. This factor is neutral.
25. That it's in the best interest of the minor child, [REDACTED], that Petitioner and Respondent continue to share joint legal and joint physical custody with Petitioner's address designated as the minor child's address for mailing and educational purposes.
26. That since the Judgment entered in case [REDACTED], there have been changed circumstances so substantial and continuing as to make the terms of the original Judgment unreasonable with respect to parenting time and child support. Due to the substantial change in circumstances, a modification of the Judgment is necessary to serve the best interest and welfare of the minor child.
27. That the continuing and substantial change in circumstances include, but are not limited to:
- a. After the January 2017 trial on the original cause of action, Petitioner sought to make reports that Respondent physically abused the minor child.
- b. Petitioner made a report in February 2017 to the Children's Division and Respondent was not informed of the report that the Children's Division determined Petitioner's allegations warranted no action.
- c. Shortly after Mother's Day 2017, Petitioner, upon noticing minor bruising on the minor child, and without first discussing with Respondent, alleged physical abuse by Respondent. The Children's Division investigated and determined that Respondent would not be allowed visitation with the minor child during their investigation.<sup>5</sup>

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<sup>5</sup> Investigation lasted about 45 days.

The Children's Division determined that both Petitioner and Respondent occasionally used reasonable corporal punishment and that no further action was recommended.

- d. In addition to the Children's Division investigation, Petitioner sought a child protection order in case [REDACTED] and sought to prosecute a child abuse charge in Kansas City Municipal Court case [REDACTED]. The ex parte order entered in case [REDACTED] and the bond conditions from case [REDACTED] prevented Father from seeing the minor child beyond the 45 days that the Children's Division had set in place.
- e. In case [REDACTED], the KCMO Prosecutor, on or about November 2, 2017, decided not to pursue charges against Respondent as not to cause the minor child to testify at trial. Despite that decision, the case against Respondent was not dismissed until April 23, 2018.
- f. On or about April 11, 2018, in case [REDACTED], after hearing, Petitioner's request for a Full Order of Protection against Respondent was denied.
- g. As a direct result of Petitioner's unsubstantiated allegations, Respondent was unable to exercise parenting time from May 2017 through April 2018. As of September 2018, Respondent was unable to spend any time with the minor child.
- h. Although Petitioner's allegations had been fully investigated, determined to be unfounded and denied, Petitioner, on or about May 11, 2018, filed her Motion to Modify Judgment as to Custody, Parenting Time and Child Support and Motion for Temporary Restraining Order alleging the same or similar facts against Respondent.

- 28. The Court finds Petitioner's actions, motivations, and testimony before this Court in all matters leading up to and including the first trial on May 22,

2019, combined with her actions, motivations, and testimony before this Court, since May 22, 2019 until the present (November 26, 2019), to be harassing, lack substantial credibility, done in bad faith and born out of spiteful and/or vindictive jealousy or boredom.

29. The Court finds that Petitioner filed her Motion to Modify Judgment as to Custody, Parenting Time and Child Support on May 11, 2018, and that an Order appointing a Guardian Ad Litem was entered June 8, 2018. The Court further finds the Guardian Ad Litem provided a useful and necessary service to the parties and as a result earned a fee in the amount of [REDACTED]  
[REDACTED]  
[REDACTED].
30. The Court finds the Guardian Ad Litem fees were generated before the Order of December 7, 2018, granting the Guardian Ad Litem permission to withdraw, and before Petitioner's voluntarily dismissal of her cause of action on May 10, 2019.
31. The Court now finds, after setting its Judgment of July 8, 2019, aside, that Petitioner shall be solely responsible for the remaining unpaid Guardian Ad Litem fees as stated in paragraph 30.
32. The Court finds that due to the substantial and continuing change of circumstances since the entry of Judgment on April 10, 2017, that it is in the best interest of the minor child that Petitioner and Respondent share parenting time with the minor child in accordance with the following:

## PARENTING PLAN

### 1. GENERAL INFORMATION

1.1 This parenting plan applies to the following child:

<u>NAME</u>	<u>GENDER</u>	<u>DATE OF BIRTH</u>
[REDACTED]	[REDACTED]	[REDACTED]

### 2. LEGAL AND PHYSICAL CUSTODY

2.1 Mother and Father are the fit and proper persons to have responsibility for the care and control of the minor child. This Court finds that is in the best interests of the minor child that Mother and Father be awarded joint legal and joint physical custody, with Mother's address designated for mailing and educational purposes. Per RSMO. 452.375. 1:

“Joint legal custody” means that the parents share the decision-making rights, responsibilities, and authority relating to the health, education and welfare of the minor child, and the parents shall confer with one another in the exercise of decision-making rights, responsibilities and authority.

“Joint physical custody” means an order awarding each of the parents significant, but not necessarily equal, periods of time during which the minor child resides with or is under the care and supervision of each of the parents. Joint physical custody shall be shared by the parents in such a way as to assure the minor child of frequent, continuing and meaningful contact with both parents.

2.2. Mother and Father shall share legal custody by sharing in the decision-making rights, responsibilities, and authority relating to the medical, dental, health care, educational, extracurricular, and child care decisions of the minor child, as well as communications procedures and dispute procedures.

2.3. **Address and Phone Number:** Each parent shall always keep the other informed of his/her residence and employment addresses and telephone numbers. Each parent shall try, if possible, to advise the other of the destination address and telephone number when out-of-town.

2.4 **Medical Care:** Each parent shall provide proper routine and emergency health and dental care to the minor child as needed while residing with that parent. Communication to the other parent of any medical emergencies shall be by telephone as soon as possible in order to allow the other parent to meaningfully participate in the medical decisions for the minor child.

Each parent shall inform the other in advance of any proposed medical or health care for the minor child. The parents shall consult each other and agree prior to obtaining significant medical and dental treatment for the minor child. However, emergency care may be authorized without the other parent's prior consent.

2.5. **School Attendance:** The minor child will attend public school or public charter school in the public school district where the Mother resides.

2.6 **Notice of and Attendance at Special Events:** Each parent shall be responsible for obtaining notice of all special events involving the minor child especially those which parents may attend, such as school plays, sporting activities, parent and grandparent days, etc. Both parents shall be welcome at school conferences, athletic events, performances, and other such functions of the minor child.

2.7 **Extracurricular Activities:** The parents shall agree before enrolling the minor child in organized activities such as sports teams, camps, lessons or special training.

Each parent shall make a good faith effort to give information to the other parent about events and organized activities in the minor child's lives including school programs, concerts, award ceremonies, plays, sports events and other activities in which the minor child is participating.

The parents agree that they will insure the minor child's presence at all agreed upon organized activities and events.

2.8. **Access to Records:** Father and Mother shall each have access to medical, dental and school records pertaining to the minor child. Each parent is responsible for obtaining his or her information directly from the school. School records include but are not limited to: school achievements, progress reports, grade cards, attendance records, and all other forms of communication.

3. **RESIDENCY AND PARENTING TIME SCHEDULE**

3.1 Residential custody of the minor child shall be with the Mother and the Father. Mother's address shall be designated as the address of the minor child for mailing and educational purposes.

3.2. During the school year, the minor child shall reside with Mother, subject to the following times when the child shall reside with Father;

a. Weekend Schedule: Alternating weekends, commencing January 10-12, 2020, from 7:00 pm Friday until 5:00 pm Sunday.

3.3. During the Summer<sup>6</sup>, the minor child shall reside with Father, subject to the following times when the minor child will reside with Mother;

a. Weekend Schedule: Alternating weekends, commencing 1<sup>st</sup> Friday after summer schedule commences in 2020, from 7:00 pm Friday until 5:00 pm Sunday.

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<sup>6</sup> Summer schedule shall begin at 9:00 am on the 1<sup>st</sup> Sunday after the last day of school unless the parties agree otherwise. Summer schedule shall end on the last Wednesday before the first day of classes unless the parties agree otherwise.



3.4. **Proposed Holiday Schedule**

Christmas/New Year's/Winter Break: The minor child shall be with Mother and Father every year.<sup>7</sup> The minor child shall be with Parent 1 from 6:00 p.m. the day school recesses for Winter Break until 8:00 a.m. Christmas Day.

The minor child shall then be with Parent 2 from 8:00 a.m. Christmas Day until 5:00 p.m. December 31st.

The minor child shall then be with the Parent 1 every year from 5:00 p.m. December 31st until 4:00 p.m. January 1st.

The minor child shall be with the Parent 2 every year from 4:00 p.m. January 1st until the morning school resumes when Mother/Father will take the child to school.

Spring Break: The minor child shall be with Father in even-numbered years and Mother in odd-numbered years, beginning the Friday school is released and ending the Sunday before school resumes.

Easter Weekend: The minor child will be with Mother.

Mother's Day Weekend: The minor child shall be with Mother for Mother's Day each year from 9:00 a.m. to 8:00 p.m.

Father's Day Weekend: The minor child shall be with Father for Father's Day each year from 9:00 a.m. to 8:00 p.m.

Memorial Day Weekend: The minor child shall be with Mother in odd numbered years and with Father in even numbered years from 7:00 p.m. Friday until 5:00 p.m. Monday.

July 4th: The minor child will be with Mother.

Labor Day: The minor child shall be with Father in odd numbered years and with Mother in even numbered years from 7:00 p.m. Friday until 5:00 p.m. Monday.

Halloween: The minor child shall be with Mother in odd numbered years and with Father in even numbered years from 6:00 p.m. until 10:00 p.m. on Halloween.

Thanksgiving Day: The minor child shall be with Mother every year from 10:00 a.m. to 5:00 p.m. on Thanksgiving Day and shall be with Father every year from 5:00 p.m. to 5:00 p.m. on the day after Thanksgiving.

**Scheduling Conflicts:** Sometimes "Holiday Time" or Vacation time conflicts with the regular time scheduled for the other parent. When this happens the

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<sup>7</sup> Mother and Father will alternate years of being Parent 1 and Parent 2. Christmas 2019, Mother will be parent 1 and Father will be parent 2.



holiday or vacation time takes priority over the normal residence schedule. Holidays take priority over vacations.

4. GENERAL GUIDELINES

4.1 Changes:

The parents' schedules and commitments may require occasional changes in the parenting time. Parents shall attempt to agree on any changes, but the parent receiving a request for a change shall have the final decision on whether the change shall occur.

The parent making the request may make such request by phone later.

The request for change shall be made no later than 24 hours.

The parent receiving the request shall respond no later than 24 hours.

The response to the request may be made by phone.

Any parent requesting a change of schedule shall be responsible for any additional childcare or transportation costs resulting from the change.

Mother and Father shall cooperate to allow the minor child to meet their school and social commitments. Request for changes shall not be an attempt to take the minor child away from agreed upon extra-curricular events or school and social commitments.

4.2 Telephone Contact:

Each parent shall have reasonable access to the minor child by telephone during any period in which the minor child is with the other parent.

4.3 Decision Making Rights and Responsibilities:

Each party shall make decisions regarding the day-to-day care and control of the minor child while the minor child is with that parent. Regardless of the decision-making responsibilities stated in this parenting plan, either parent may make emergency decisions affecting the health or safety of the minor child.

Each parent shall have access to medical and school records pertaining to the minor child and be permitted to independently consult with any and all professionals involved with the minor child. The parents shall cooperate with each other in sharing information related to health, education and welfare of the minor child.

Each parent shall be responsible for getting the records and reports directly from school and medical care providers.

The parties shall share in the decision-making responsibility of the minor child's education, medical, dental, selection of healthcare providers, selection of child-care providers, extracurricular activities and religious upbringing.

4.4 **Communication:**

Each parent shall always keep the other parent informed of his or her actual residence address, mailing address if different, home and work telephone numbers and any changes within 24 hours of such change occurring.

Neither parent shall say or do anything in the presence or hearing of the minor child that would in any way diminish the minor child's love or affection for the other parent and shall not allow others to do so.

Neither parent may discuss any issue related to this court action in the presence of the minor child and neither parent shall make disparaging remarks about the other parent in the presence of the minor child.

All court related and financial communications between the parents shall occur at a time when the minor child is not present and, therefore, shall not occur at times of exchanges of the minor child or during telephone visits with the minor child.

Neither parent shall schedule activities for the minor child during the other parent's scheduled parenting time without the other parent's prior consent.

5. **CHILD SUPPORT**

5.1 Pursuant 452.340.1 RSMo, Rule 88.01, and Form 14, the presumed correct child support is [REDACTED]. After considering all relevant factors, the Court finds this amount has not been rebutted as unjust or inappropriate. Father shall pay to Mother [REDACTED] per month on the first day of each month. First payment shall begin January 1, 2020 and continue on the first day of every month thereafter until further order of the Court.

5.2 Payments shall be paid to the Family Support Payment Center via wage withholding. The Family Support Payment Center, P.O. Box 109002, Jefferson City, Missouri 65110-9002 shall be Trustee for receipt of said payments, and Father shall execute an immediate income assignment for payment of same.

6. **EXPENSES**

Expenses not included in the above stated child support amount shall be paid as follows:

6.1 **Insurance Coverage:** Mother and Father shall maintain health, dental and vision insurance on the minor child with their respective employee related health insurance plans so long as said insurance is available at a cost similar to that currently paid.

6.2 **Non-covered Medical Costs:** Mother and Father shall maintain health, dental and vision insurance on the minor child with their respective employee related health insurance plans so long as said insurance is available at a cost similar to that currently paid.

Each party shall comply with the Health Benefit Plan in using health care providers and to timely submit claim information to the Health Benefit Plan. If a party fails to comply with the policy requirements and this results in an additional unpaid cost, that party shall be required to pay all of the additional costs attributable to the failure to comply.

6.3 **Mechanism for Paying Costs of Non-Covered Care:**

a. The parent obtaining the care shall provide a copy of each bill as well as receipts for co-payment to the other parent and the insured parent shall timely submit covered expenses to the insurer for payment if the medical provider does not file the claim directly.

b. The insured parent shall send the other parent a copy of the Explanation of Benefits showing the amounts paid or denied by insurance along with a copy of the co-payment receipts. Within 30 days of receipt of these items each parent shall pay his or her share of the amount owed to the medical provider and shall reimburse the other parent the appropriate portion of the amount advanced by that parent. If the amount owed to the medical provider cannot be paid in full within 30 days, each parent shall arrange payment for his or her share of the expenses.

c. If a parent incurs attorney fees or expenses because the other parent failed to timely comply with the provisions for payment of the expenses set forth herein, the non-complying parent shall be required to pay the other parent's attorney fees and costs in enforcing this provision and all interest accrued on the unpaid health care costs.

6.4 **Insurance Information and Cards:** Each parent shall provide the other parent with a copy of each insurance plan including provider directories and of all notices of changes in plan coverage and changes in provider lists within 5 days of receiving such information. The insured parent shall give immediate written notice of the identity of all insurers and the serial or other identifying numbers of said insurance and shall immediately provide the other parent a card to use in obtaining health care for the minor child. The parent carrying the insurance shall provide verification of continued coverage to the other parent by February 28 each year.

If either parent receives a reimbursement check for an expense paid by the other parent, the parent who received the reimbursement shall within 5 days of receipt turn the check over to the other parent with appropriate endorsement.

6.5 **Educational:** Father and Mother shall each pay fifty percent (50%) of the total costs of the minor child's educational expenses. There are no current educational expenses.

6.6 **Extracurricular Expenses:** Father and Mother shall each pay fifty percent (50%) of the total costs of the minor child's extracurricular expenses.

6.7 **Transportation Expenses:** Each party shall pay his/her own transportation expenses in association with pick-up and delivery of the minor child for parenting time. In the event one of the parties moves out of the state of Missouri, then the moving party shall be responsible for his/her own transportation expenses, and shall be responsible for fifty percent (50%) of the non-moving party's transportation expenses.

6.8 Each parent shall have the minor child ready at the time scheduled for residence with the other parent. Unless otherwise agreed upon, Petitioner and Respondent shall exchange the minor child at the [REDACTED] located at [REDACTED], at the beginning and conclusion of the scheduled exchanges.

6.9 Both parents will transport the minor child to attend sports practices and events during the time the minor child is with that parent. Both parents shall be encouraged to attend these events.

6.10 Mother and Father will not operate any motor vehicle without the proper State licensure or insurance. Mother nor Father shall consume any alcohol while transporting the minor child to or from any destination. Strict adherence of this provision is mandatory. Any deviation therefrom shall be considered contemptuous behavior and a violation of this Judgment.

7. **NOTICE OF RELOCATION**

7.1 The Court ORDERS that the parties shall comply with the provisions of RSMO. Section 452.377.11., regarding relocation of the principal residence of the child. The parties are ordered to comply with the following directives:

Absent exigent circumstances as determined by a court with jurisdiction, you, as a party to this action, are ordered to notify, in writing by certified mail, return receipt requested, and at least sixty (60) days prior to the proposed relocation, each party to this action of any proposed relocation of the principal residence of the child, including the following information:

(1) The intended new residence, including the specific address and mailing address, if known, and if not known, the city;

(2) The home telephone number of the new residence, if known;

(3) The date of the intended move or proposed relocation;

(4) A brief statement of the specific reasons for the proposed relocation of the child;  
and

(5) A proposal for a revised schedule of custody or visitation with the child. Your obligation to provide this information to each party continues as long as you or any other party by virtue of this order is entitled to custody of child covered by this order. Your failure to obey the order of this court regarding the proposed relocation may result in further litigation to

enforce such order, including contempt of court. In addition, your failure to notify a party of a relocation of the child may be considered in a proceeding to modify custody or visitation with the child. Reasonable costs and attorney fees may be assessed against you if you fail to give the required notice.

8. ENFORCEMENT AUTHORITY

8.1 The Court Orders that the Sheriff or any other law enforcement officer shall enforce the rights of custody and visitation ordered herein.

9. TAXES

9.1 Mother and Father shall be entitled to claim the minor child as a dependent on their federal, state and local taxes. Mother shall have tax year 2019 and Father shall have tax year 2020. Thereafter, Mother shall have odd numbered years and Father shall have even numbered years. Mother and Father shall execute any necessary paperwork to effectuate this Order.

**END OF PARENTING PLAN**

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**WHEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED** that it is in the best interest of the minor child that Petitioner and Respondent continue to share joint legal and joint physical custody with Petitioner's address designated as the minor child's address for mailing and educational purposes.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Petitioner and Respondent shall fully comply with the Parenting Plan, terms of which are set forth and incorporated above, and in default thereof, let execution issue.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Pursuant 452.340.1 RSMo, Rule 88.01, and Form 14, the presumed correct child support is [REDACTED]. After considering all relevant factors, the Court finds this amount has not been rebutted as unjust or inappropriate. Father shall pay to Mother [REDACTED] per month on the first day of each month. First payment shall begin January 1, 2020 and continue on the first day of every month thereafter until further order of the Court.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Family Support Payment Center, P.O. Box 109002, Jefferson City, Missouri 65110-9002 shall be Trustee for receipt of said payments, and Respondent shall execute an immediate income assignment for payment of same.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Guardian Ad Litem provided a useful and necessary service to the parties and as a result earned a fee in the amount of [REDACTED]

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Petitioner shall be solely responsible for the remaining unpaid Guardian Ad Litem fees as of the date of this Judgment. Petitioner shall submit payment on or before one (1) year from the date of this Judgment.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that it is fully understood and agreed to by both parties that any law enforcement officer or sheriff shall enforce the provisions of this Parenting Plan agreement as it is incorporated into the final order for custody and visitation unless presented with a subsequent order issued pursuant to Chapters 210, 211, 452, or 455 which limits or denies custody or visitation with the minor child or unless other exigent circumstances give the sheriff or officer reasonable suspicion to believe that the child would be harmed.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that in the event of noncompliance with this order, the aggrieved party may file a verified motion for contempt. If custody, visitation, or third-party custody is denied or interfered with by a parent or third party without good cause, the aggrieved party may file a family access motion with the court stating the specific facts that constitute a violation of the custody provisions of the judgment of dissolution, legal separation or judgment of paternity. The Circuit Clerk will provide the aggrieved party with an explanation of the procedures for filing a family access motion and a simple form for use in filing the family access motion. A family access motion does not require the assistance of legal counsel to prepare and file.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Petitioner and Respondent shall be entitled to claim the minor child on federal, state and local income tax returns as their dependent. Petitioner shall have tax year 2019 and Respondent shall have tax year 2020. Thereafter, Petitioner shall have odd numbered years and Respondent shall have even numbered years. Petitioner and Respondent shall execute any necessary paperwork to effectuate this Order.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that absent exigent circumstances as determined by a court with jurisdiction, you, as a party to this action, are ordered to notify, in writing by certified mail, return receipt requested, and at least sixty days (60) prior to the proposed relocation, each party to this action of any proposed relocation of the principal residence of the child, including the following information:

Neither parent shall be permitted to remove the child from the child's legal residence either permanently for any period of time or temporarily for more than ninety (90) days without first providing notice to the other parent as required by Section 452.377 as that section may be modified from time to time in the future. Said Section reads as follows:

1. For purposes of this section and section 452.375, relocate or relocation means a change in the principal residence of a child for a period of ninety days or more, but does not include a temporary absence from the principal residence.

2. Notice of a proposed relocation of the residence of the child, or any parent entitled to custody or visitation of the child, shall be given in writing by certified mail, return receipt requested, to any parent with custody or visitation rights. Absent exigent circumstances as determined by a court with jurisdiction, written notice shall be provided at least sixty days in advance of the proposed relocation. The notice of the proposed relocation shall include the following information:

- (1) The intended new residence, including the specific address and mailing address, if known, and if not known, the city;
- (2) The home telephone number of the new residence, if known;
- (3) The date of the intended move or proposed relocation;
- (4) A brief statement of the specific reasons for the proposed relocation of a child, if applicable; and
- (5) A proposal for a revised schedule of custody or visitation with the child, if

applicable; and

(6) The other party's right, if that party is a parent, to file a motion, pursuant to R.S.Mo. § 452.377, seeking an order to prevent the relocation and an accompanying affidavit setting forth the specific good faith factual basis for opposing the relocation within thirty (30) days of receipt of the notice.

3. A parent required to give notice of a proposed relocation pursuant to subsection 2 of this section has a continuing duty to provide a change in or addition to the information required by this section as soon as such information becomes known.

4. The court shall consider a failure to provide notice of a proposed relocation of a child as:

- (1) A factor in determining whether custody and visitation should be modified;
- (2) A basis for ordering the return of the child if the relocation occurs without notice; and
- (3) Sufficient cause to order the parent seeking to relocate the child to pay reasonable expenses and attorney's fees incurred by the parent objecting to the relocation.

5. The residence of the child may be relocated sixty days after providing notice, as required by this section, unless a parent files a motion seeking an order to prevent the relocation within thirty days after receipt of such notice. The party objecting to relocation must file a motion seeking an order preventing the relocation and an accompanying affidavit setting forth the specific good-faith factual basis for opposing the relocation within thirty (30) days of receipt of the notification of an intended relocation (new language per the statute).

6. The parent seeking to relocate shall have the burden of proving that the proposed relocation is made in good faith and is in the best interest of the children.

7. Violation of the provisions of this section or a court order under this section may be deemed a change of circumstance under section 452.410, allowing the court to modify the prior custody decree. In addition, the court may utilize all powers relating to contempt conferred on it by law or rule of the Missouri Supreme Court.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that any terms of the original Judgment not specifically modified herein shall remain in effect.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the foregoing findings should be and hereby are made a part of the Order, Judgment and Decree of this Court.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the parties shall abide by and perform all of the terms of this Judgment.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Petitioner shall solely be responsible for paying her own attorney's fees.

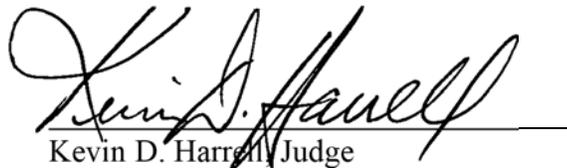
**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Petitioner shall pay [REDACTED] of Respondent's attorney's fees. Petitioner shall submit said payment to Respondent's attorney within 180 days from the date of this Judgment.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Petitioner is hereby ordered to pay the filing fee and court costs of this action.

**IN DEFAULT THEREOF, LET EXECUTION ISSUE.**

**IT IS SO ORDERED.**

December 20, 2019 07:26 pm  
DATE

  
Kevin D. Harron, Judge

CERTIFICATE OF SERVICE