

2. The parties to this marriage were divorced in the Circuit Court of [REDACTED] on June 1, 2010, in Case Number [REDACTED]. That decree made no determination regarding the custody of the minor child nor imposed any obligation for payment of child support.

3. On March 15, 2013, the [REDACTED] State Office of Administrative Hearings issued a Modification Judgment imposing a child support obligation of \$357.96 per month to be paid by Petitioner [REDACTED] to Respondent [REDACTED] beginning March 1, 2013. That judgment did not present factual analysis regarding custody of the minor child, it merely acknowledged that the child was living with the Respondent [REDACTED].

4. On October 5, 2016, the [REDACTED] State Office of Administrative Hearings entered a Modification Order increasing Petitioner's child support to \$478.39 per month effective September 1, 2016.

5. Petitioner filed his Motion for Modification with this Court on January 7, 2020, requesting modification of the previous child support award and a determination of custody as to the minor child, XXXXXX [REDACTED] born XXXXXXXXXX.

6. The minor child had resided in the State of Missouri for at least six months prior to Petitioner filing his Motion for Modification with the Court.

7. Both parties through their counsel stipulated to the jurisdiction of the Missouri Court for purposes of both child support and determination of custody. Both parties further stipulated through their counsel that they did not believe a determination of custody had ever been made with regard to XXXXXX as the [REDACTED] decree was devoid of any information regarding custody of the minor child, and the two subsequent administrative orders merely

addressed the issue of child support. Accordingly, both counsel stipulated and agreed that this Court was viewing custody of XXXXXX as in an initial dissolution proceeding.

8. The parties further stipulated through their counsel that they requested the application of Missouri law with regard to child support in this proceeding and did not request that the Court view child support in terms of either the laws of the State of [REDACTED] nor the laws of the State of [REDACTED]. Both counsel accepted Missouri law for application in this matter, and that is how the Court viewed the calculation and determination of child support.

9. Since the date of the dissolution of marriage, XXXXXX resided exclusively with her mother in [REDACTED], and subsequently in Germany until June of 2019.

10. The evidence disclosed that the parties began discussing XXXXXX spending time with Petitioner in the United States beginning in January of 2019. XXXXXX came to the United States to live with her father at mother's request in June of 2019.

11. Pursuant to Exhibits 20, 21 and 22, it was anticipated that XXXXXX would stay with her father until Respondent "moved back to the States".

12. Petitioner is currently unemployed but receives 100% disability compensation from both his military service and Social Security. His gross monthly income from said disability is \$4,500.00 per month.

13. The Respondent is currently employed by the United States Department of the Army; she is also a member of the Air Force Reserves; and receives income from an online Etsy store. She is additionally attending classes through Auburn University to secure a paralegal degree.

14. Pursuant to Exhibit 26, both parties pay a premium for XXXXXX to have health insurance coverage. The Petitioner pays \$84.00 per month, and the Respondent pays \$34.00 per

month for such coverage. This Court finds that it is appropriate for the Respondent to maintain coverage for XXXXXX.

15. Since the date of the most recent modification from the State of [REDACTED] this Court finds that there has been substantial and continuing change of circumstance with regard to the financial situations of the parties in that they are both declining requests for child support in this matter and believe that the Form 14 calculation of child support is unjust and inappropriate.

16. The Respondent testified that she will be moving back to the United States by January 5, 2021, as her husband has received new orders to be stationed in Maryland. This Court made its determinations with regard to the Parenting Plan in this matter based upon the anticipated fact that the minor child will be living within the continental United States.

17. In order to determine the appropriate custodial arrangement for this Judgment of Modification, and to determine the appropriate Parenting Plan, the Court considered the factors set forth in Missouri Revised Statute §452.375.2. Each of those factors and the Court's factual assessment regarding the same are set forth below:

(1) *The wishes of the child's parents as to custody and the proposed Parenting Plan submitted by both parties.*

- Father has not submitted a Parenting Plan in this case but has stated his desire to be primary custodian for the minor child.

- Mother's Parenting Plan has requested joint legal and joint physical custody with her being designated as the address for school and mailing and Father receiving parenting time on a regular basis.

(2) *The needs of the child for a frequent, continuing and meaningful relationship with both parents and the ability and willingness of parents to actively perform the functions as mother and father for the needs of the child.*

- Both parents have prevented the child contact with the other over the course of the child's life.

- Father appears to refuse the child contact with Mother in a more draconian fashion.
- Father does not allow the child to engage with Mother in an unsupervised fashion and insists on recording or monitoring the contact.
- Mother may have refused some contact in the past, but did always make the father/child relationship a priority.
- Father does not seem to understand the needs of the child emotionally, physically or mentally.
- Father treats the child as a second-class citizen in her own home and engages in bizarre and unreasonable forms of punishment, including fasting, running and refusing her contact with anyone outside the home.
- Mother appears to understand the needs of the child and fosters those needs.
- Mother allows the child to express herself and explore her surroundings in an age-appropriate way.
- Mother does her best to meet the needs of the child when possible.
- In Exhibit T presented to the Court, Father's disability statement included a list of significant concerns with regard to his ability to parent the child. This letter was dated February 4, 2020.

(3) *The interaction and interrelationship of the child with parents, siblings and any other person who may significantly affect the child's best interests.*

- The child has positive relationships with Mother, Mother's husband, her half-sibling and other family members on Mother's side.
- The child has a very negative relationship with Father, her half-sibling and other family members on her Father's side. This is partly due to Father refusing to allow the child to speak to anyone outside of his household.
- Father's family members seem to be complicit in Father's attempted alienation of the child from Mother.

(4) *Which parent is more likely to allow the child frequent, continuing and meaningful contact with the other parent.*

- Father has refused the child contact with Mother on multiple occasions and instructs the child not to speak to Mother about anything that has happened in his home, even including things like their trip to Florida.

- The failure of the child to follow Father’s directives with regard to contact with Mother results in the child being punished. This does not allow meaningful contact between Mother and child.

- There were times when the child was so desperate to speak with her Mother that she had to “sneak” to find ways to contact her Mother without Father’s knowledge.

- Mother has not always made contact between the child and Father a priority, but neither has Father.

- Mother, when contact occurs, allows the child to speak freely and have as much time and contact with Father as the child desires.

(5) *The child’s adjustment to the child’s home, school and community.*

- The child is doing well in school but is not well-adjusted to the local community due to Father’s refusal to allow her to spend time with friends or engage in activities outside the home.

- The child was well-adjusted to her home and community in Germany prior to arriving in the United States.

- Mother has stated that she will be moving to Maryland in January of 2021 which will result in the child attending school there.

- Mother has the ability and desire to help the child adjust to her new home and community.

(6) *The mental and physical health of all individuals involved, including any history of abuse of any individuals involved. If the Court finds that a pattern of domestic violence as defined in §455.010 has occurred, and, if the Court also finds that awarding custody to the abusive parent is in the best interest of the child, then the Court shall enter written findings of fact and conclusions of law. Custody and visitation rights shall be ordered in a manner that best protects the child and any other child or children for whom the parent has custodial or visitation rights and the parent or other family household member who is the victim of domestic violence from any further harm.*

- Father has been accused of domestic violence against Mother at or around the time of their dissolution. Father may or may not have spent time incarcerated for the incident.

- Mother does not have any history of violence.

- Father has a diagnosis of post-traumatic stress disorder (PTSD) as a result of his time in the military. According to his disability letter, this may have some impact on his ability mentally to serve as the custodial parent.

(7) *The intention of either parent to relocate the principal residence of the child.*

- Mother has stated that she will be relocating to Maryland in January of 2021.
- Father has not stated any intent to relocate from his current location.

(8) *The wishes of the child as to the child's custodian.*

- The child has expressed her desire to reside with Mother. According to the Guardian ad Litem, the child is a smart and articulate young lady and was able to share with the Guardian ad Litem the appropriate reasons why she believed she should live with her mother.

- The Guardian ad Litem further testified that it was her belief the child was not expressing a desire to live with her Mother for fanciful reasons.

Considering the factors set forth above, this Court finds that it is in the best interest of the minor child for the Respondent to be her sole legal custodian and that the parties share joint physical custody as set forth in the Parenting Plan.

PARENTING PLAN

A. Custody Plan

18. *MOTHER shall exercise the sole legal care, custody and control of the minor child having the decision-making rights, responsibilities and authority relating to the health, education and welfare of the child. Sole legal custody is appropriate because of the parties' inability to communicate, cooperate, and make shared decisions concerning the child's welfare which makes joint legal custody inappropriate. MOTHER and FATHER shall share in the joint*

physical custody of the minor child with MOTHER's address designated as that of the minor child's for mailing and educational purposes.

Recognition of the Children's Best Interest

19. *Recognizing the needs of the child for a continuing relationship with each parent, both FATHER and MOTHER shall use their best efforts to foster the respect, love and affection of the children toward each parent and shall cooperate fully in implementing a relationship with the child that will give the child a maximum feeling of security. Each parent shall accommodate the social, religious and academic commitments of the child. Each shall cooperate in order that the child shall have regular and frequent contact with both to the end that there shall be affection and respect between the child and the parents. Each party agrees to take no action which would demean the other. FATHER and MOTHER shall set aside any issues and feelings of mutual antipathy and marital discord toward each other for the sake of cooperating equally in the rearing of the child.*

Confer on Major Issues

20. *MOTHER shall exercise the decision making rights, responsibilities and authority on issues regarding the child's training, education and rearing, including, but not limited to: the choice or change of school, religion, college, camp or other comparable summer activity, residence, child care, special tutoring, music, art, dance and other cultural lessons, psychological or psychiatric treatment or counseling, doctors, surgeons, and all other material decisions affecting the health, education and welfare of the child.*

Obligation to Keep Other Informed

21. Both FATHER and MOTHER shall keep the other informed as to the exact place where each of them resides, the telephone numbers of their residences, their places of employment, and if either party travels out of town for any extended period of time, then such person shall notify the other of his or her destination and provide a telephone number where he or she may be reached.

22. MOTHER shall notify FATHER of any activity, such as school conferences, programs, church related activities, etc., where parents are invited to attend. The presence of each at such functions shall be encouraged and welcomed by the other.

23. Each party shall have access to records and information pertinent to the minor child including, but not limited to, medical, dental and school records.

24. Each shall advise the other of any illness or injury suffered by the child as soon as possible after learning of the same and shall give the other the details of said injury or illness and the name and telephone number of the attending physician, if any. Each shall direct all doctors involved in the care and treatment to give the other all information regarding any illness or injury if either requests the same.

Consent to Medical Treatment

25. In emergency situations, either parent may consent to the acquisition of medical treatment by the other party without prior consultation or agreement from the other. All other medical treatment determinations shall be made by Mother after consultation, or the attempted consultation, with Father. While the children are with that parent it is the Parties' intent to avoid the necessity of both Parties consenting to emergency treatment simply because a joint custody order has been entered.

Remarriage

26. *In the event of remarriage of either FATHER or MOTHER, they will make known to the new spouse the conditions as set forth herein and that they will encourage the new spouse to act in accordance with the expectations set forth in this parenting plan.*

Good Faith

27. *THE PARTIES hereto acknowledge that good faith and good will are essential constituents of this Parenting Plan, and these concepts must include availability of some latitude toward and understanding of each other, when, for some reasons, the other may not be able to comply with some specific activity at a prearranged or expected time. Such good will implies a mutual acceptance of such issues as the children's doctor (in case of illness when they are with one parent rather than the other), their schools, their extracurricular activities and religious upbringing.*

Miscellaneous.

28. *If either party should not be able to exercise the scheduled visitation as set forth below, that party shall give the other party advance notice of at least forty-eight (48) hours if possible, and otherwise, as early as possible.*

29. *No visitation shall be exercised in a manner or at a time which will interfere with the child's required school attendance. All holiday parenting time scheduled herein during the school year shall be based upon the schedule of the school in which the child is enrolled.*

30. *When a parent travels to an overnight destination with the child, he or she must notify the other parent of the child's destination. He or she must also provide an itinerary and telephone number where the child can be reached.*

Communication

31. *The parties shall communicate directly with one another and not use the child, a significant other, or any other person as a messenger. Neither party shall speak negatively about the other in front of the child, nor allow others to do so. The child is not to be questioned about the other parent by anyone. This shall include the other parent, immediate family, and extended family and friends.*

32. *The parties shall communicate directly with one another using Our Family Wizard (www.ourfamilywizard.com). Both parties agree to communicate between themselves regarding changes to the parenting schedule, pick-up and drop-off times and locations, travel information, and all other necessary information by using Our Family Wizard Message Board.*

33. *The parties will receive notifications from Our Family Wizard every time a message has been sent or there has been new activity. The parties shall respond to said messages within a reasonable time, but in any case, a response shall be sent no later than twenty-four (24) hours after the parent has received the notification.*

34. *A party's failure to respond within such time period without requesting an extension of time to obtain further information with which to reply, including but not limited to seeking legal counsel or independent medical advice, shall be deemed a consent or a waiver, as the case may be, of the action, activity, period, or decision requested or offered. The intent here is to ensure the child is not in limbo due to the parties' inability to communicate effectively and to further prevent a party from claiming that they "did not know" certain necessary information, and to ensure that all parties are on the same page regarding the minor children's overall well-being.*

35. *In the case of an emergency or in a situation where a response is needed immediately, the parties may call or send a follow-up text message to the other parent informing them that a time-sensitive message was sent over Our Family Wizard. That shall be the extent of all communication between the parties outside of Our Family Wizard.*

36. *The parties shall schedule all events, including, but not limited to: extra-curricular activities, swapped parenting time, vacations, parent-teacher conferences, doctor's appointments etc. through Our Family Wizard Calendar.*

37. *The parties shall keep track of and submit all expenses related to the minor children through the Our Family Wizard Expense Log. The party incurring the expense must enter the expense on Our Family Wizard Expense Log, and upon request of the reimbursing parent, upload a copy of the receipt/bill to the Our Family Wizard Information Bank. Once the expense has been posted and the other party notified, the reimbursing parent shall pay said expense through the Our Family Wizard Pay System within thirty (30) days of notification.*

38. *If a party does not have the capability of scanning a required document and attaching the electronic version for posting to the website, he or she shall post a description of the document on the website and mail a hard copy of the document by regular first class mail on the day following the posting of the electronic announcement. Each party shall preserve the original of any scanned document that is posted for three (3) years.*

39. *Both parties shall immediately download the Our Family Wizard mobile app. Notwithstanding any other provision in this plan, the parties shall communicate through Our Family Wizard. The parties shall purchase a one (1) year subscription at the then current subscription cost, which they will each renew every year until the minor child reaches eighteen (18) years of age or is emancipated, whichever occurs earlier.*

40. Each parent shall have an ability to contact the minor child at least one time per day by way of phone call and/or video conference while in the custody of the other parent. This contact shall be unsupervised. There will be no restricted time for each parent to call the child. Each parent shall provide the other parent with the address of his and her residence and telephone number at which the child may be contacted. Neither parent shall configure his and her telephone system in such a manner as to “block” or prevent the other parent from calling. Neither parent shall configure the child’s phone or any forms of communication in a manner as to “block” or prevent the other parent from calling. If the telephone number of either party or the child is changed, the parent shall notify the other parent of the new telephone number within twenty-four (24) hours.

B. Parenting Time Schedule:

41. The child shall primarily reside with MOTHER except at those time as granted to FATHER wherein:

a. FATHER shall have parenting time with the minor child, during her summer break from school, for a total of twenty-one (21) days not to be exercised in more than seven (7) consecutive days. FATHER shall notify MOTHER no later than May 1st of each year of his choice of summer parenting time.

b. FATHER may additionally have parenting time with the minor child in Maryland, or wherever she may be living, for at least one weekend per month providing he gives MOTHER at least seventy-two (72) hours’ notice of his desired weekend.

42. Holiday Visitation

<i>HOLIDAY</i>	<i>EVEN YEARS</i>	<i>ODD YEARS</i>	<i>TIMES</i>
<i>Easter Weekend</i>	<i>Mother</i>	<i>Mother</i>	<i>From the time school lets out on Friday until the time school resumes on Monday.</i>
<i>Mother's Day Weekend</i>	<i>Mother</i>	<i>Mother</i>	<i>From the time school lets out on Friday until the time school on Monday</i>
<i>Father's Day Weekend</i>	<i>Father</i>	<i>Father</i>	<i>Friday at 5:00 p.m. until Monday at 9:00 a.m.</i>
<i>Spring Break</i>	<i>Mother</i>	<i>Father</i>	<i>From the time school lets out for spring break until 9:00 p.m. on the day school resumes following spring break.</i>
<i>Memorial Day Weekend (so long as the child's school semester is concluded)</i>	<i>Father</i>	<i>Father</i>	<i>6:00 p.m. Friday – 6:00 p.m. Monday</i>
<i>Independence Day</i>	<i>Mother</i>	<i>Father</i>	<i>From 5:00 p.m. on July 3rd until 5:00 p.m. on July 5th.</i>
<i>Labor Day Weekend</i>	<i>Mother</i>	<i>Mother</i>	<i>6:00 p.m. Friday – 6:00 p.m. Monday</i>
<i>Thanksgiving</i>	<i>Father</i>	<i>Mother</i>	<i>6:00 p.m. Wednesday – 6:00 p.m. Sunday</i>
<i>Christmas Break</i>	<i>Mother</i>	<i>Father</i>	<i>From the time school lets out for winter break until 5:00 p.m. on the day before school resumes following winter break.</i>

Transportation Expense

43. Each parent shall be responsible for their own transportation costs. FATHER shall be responsible for picking up and dropping off the minor child at the beginning and end of his parenting time.

Modification of Visitation

44. THE PARTIES, if they are in agreement, shall have the right to alter, modify and otherwise arrange for specific visitation periods on such terms and conditions as are conducive to the best interest and welfare of the child. In the event a visitation period is made unavailable by virtue of serious illness, injury of a child, THE PARTIES shall cooperate to implement a reasonable substitute visitation period bearing in mind the best interest of the child.

END OF PARENTING PLAN

Removal from Jurisdiction

45. 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 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;
5. A proposal for a revised schedule of custody or visitation with the child; and

6. The other party's right, if that party is a parent, to file a motion, pursuant to Section [452.377](#), RSMo, 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 days of receipt of the notice.

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 a 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.

Breach of Parenting Plan

46. If a breach of this Parenting Plan results in the other party being required to employ an attorney to enforce the terms of this plan, the party breaching this Parenting Plan may be required to pay the reasonable attorneys' fees, costs, and damages incurred by the non-breaching party in enforcing this plan. The breach of this Parenting Plan may be construed by any court of competent jurisdiction as a substantial and continuing change of circumstances sufficient, in and of itself, to warrant a change in physical and/or legal custody to the non-breaching party. Failure to comply with this Parenting Plan may subject MOTHER or FATHER to the Court's contempt powers.

Visitation Enforcement

47. Pursuant to Section 452.425 R.S.Mo. 1999, the sheriff or other law enforcement officer shall enforce the rights of any person to custody and visitation ordered herein. Such

sheriff or law enforcement officer shall not remove the child from a person who has actual physical custody of the child unless such sheriff or officer is shown a court order or judgment which clearly and convincingly verifies that such person is not entitled to the actual physical custody of the child, and there are no other exigent circumstances that would give the sheriff or officer reasonable suspicion to believe that the child would be harmed or that the court order presented to the sheriff or officer may be valid.

Family Access Motion

48. In the event of noncompliance with this order, the aggrieved party may file a verified motion for contempt. If custody, visitation, or a third-party custody is denied or interfered with by a parent or third party without good cause, the aggrieved person 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 Department of Civil Records 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.

49. In making determinations in this case, the Court made judgments regarding the credibility of each witness. The Court accepted some testimony as credible and rejected some as not credible. The findings and conclusions made by the Court are consistent with the Court's determination of the appropriate weight of the evidence and the credibility of each witness.

50. Petitioner presented to the Court a Form 14 as Exhibit 26, presuming that the child would be residing with the Petitioner and calculating child support to be paid by the

Respondent. The Court rejects the calculation of child support of Petitioner's Exhibit 26 as the correct presumed child support amount.

51. The Court prepared its own child support calculation filed in this proceeding with the presumption that the child would be residing with the Respondent and that Petitioner would be the paying parent. That child support calculation pursuant to Missouri Revised Statute Section 452.340.8 and Missouri Supreme Court Rule 88.01 calculated the presumed child support amount to be \$487.00 per month.

52. Both parties requested that the Court find the child support amount calculated, regardless of who is the custodial parent, to be unjust and inappropriate based upon the parties' plan to share some expenses and that neither party pay support to the other. Accordingly, the Court finds, based upon the parties' request and the sharing of expenses as set forth above, that effective January 1, 2021, no child support shall be paid by either party to the other.

53. The Court finds that the Parenting Plan set forth herein is in the best interest of the minor child and offers a sufficient amount of parenting time with each parent to ensure that they are able to maintain a frequent, continuing and meaningful relationship with XXXXXX.

54. Neither the Petitioner nor the Respondent had been found guilty of, nor plead guilty to, any offense which would prevent the Court from awarding custody or unsupervised parenting time to either party pursuant to Missouri Revised Statute Section 452.375.3. Further, there is no person residing with either Petitioner or Respondent who has been found guilty of, or plead guilty to, any offense which would prevent the Court from awarding custody or unsupervised parenting time to either party pursuant to Missouri Revised Statute Section 452.375.3.

55. This Court appointed attorney [REDACTED] as Guardian ad Litem for the minor child, XXXXXX [REDACTED] following the evidence on August 10, 2020. [REDACTED] secured a copy of the audio recording from the evidence on August 10, 2020, listened to the same and then did her investigative study of this matter speaking with both parents and the minor child. In her services to the Court as the Guardian ad Litem, she incurred fees of \$12,480.00 which this Court finds having reviewed her fee statement to be just, fair, appropriate and in the best interest of the minor child in service to this Court. The Court finds that it is appropriate for the parties to equally share the expense for said Guardian ad Litem fees and that the parties are joint and several obligors for all sums owed to the Guardian ad Litem. The judgment for Guardian ad Litem fees is in the nature of support of a minor child under Section 523 (a)(5) & (15) of the Bankruptcy Code, as amended, and under Missouri Revised Statute Section 314.430 and Missouri Revised Statute Section 513.440 and shall not be dischargeable.

THEREBY, BY THIS COURT, IT IS:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED by the Court that Respondent shall be designated the sole legal custodian for the minor child and as such Respondent's address shall be utilized as the minor child's address for school and mailing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the parties shall serve as joint physical custodians for the minor child as set forth in the Parenting Plan incorporated herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in the event either party relocates their principal residence, then they are advised pursuant to Mo. Rev. Stat. § 452.377.11. as follows:

Absent exigent circumstances as determined by a court with jurisdiction, the parties 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 children, 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 children;
- (5) A proposal for a revised schedule of custody or Parenting Time with the children;
and
- (6) The other party's right, if that party is a parent, to file a motion, pursuant to this section, 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 days of receipt of the notice.

The obligation to provide this information to each party continues as long as either party by virtue of this order is entitled to custody of the child covered by this order. The failure to obey the order of the court regarding the proposed relocation may result in further litigation to enforce such order, including contempt of court. In addition, the failure to notify a party of a relocation of the child may be considered in a proceeding to modify custody or Parenting Time with the children. Reasonable costs and attorney fees may be assessed against the party for failure to give the required notice.

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 person 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 the presumed child support amount pursuant to Missouri Revised Statute Section 452.340.8, Supreme Court Rule 88.01 and as calculated by the Form 14 is \$487.00 to be paid by Petitioner to Respondent. The Court finds based upon the parties' request that no child support award be entered and their sharing of expenses for travel for the minor child that said amount is unjust and inappropriate and orders that effective January 1, 2021, no child support is to be paid by one party to the other.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court that the costs of this action shall be assessed against the Petitioner.

IT IS SO ORDERED: _____

W. ANN HANSBROUGH
ASSOCIATE CIRCUIT JUDGE