

**IN THE CIRCUIT COURT OF PLATTE COUNTY, MISSOURI
AT PLATTE CITY**

<p>██████████, Petitioner,</p>)	
v.)	Case No. ██████████
██████████)	Division ██████████
Respondent.)	

JUDGMENT AND DECREE OF DISSOLUTION OF MARRIAGE

NOW on this 5th day of October 2020, this matter comes before the Court for trial on Petitioner’s Petition for Dissolution. Petitioner appears with counsel ██████████. Respondent appears with counsel ██████████. There are no other appearances.

FINDINGS OF FACT

The Court, after reviewing the file and pleadings herein, having heard statements of counsel, the testimony and evidence, and being well and duly advised, makes the following Findings of Fact:

1. Petitioner is over the age of eighteen (18) years, and has been a resident of the State of Missouri for more than ninety (90) days preceding the commencement of this action;
2. Petitioner's Social Security Number is ██████████, and she is employed by ██████████ located at 6100 ██████████, Shawnee, KS 66203;

3. Respondent is over the age of eighteen (18) years, and has been a resident of the State of Missouri for more than ninety (90) days preceding the commencement of this action;
4. Respondent's Social Security Number is [REDACTED] and he is employed by [REDACTED] located at 230 [REDACTED] Kansas City, KS 66115.
5. More than thirty (30) days have elapsed since the filing of the Petition herein on July 9, 2019. Respondent filed his Answer on July 15, 2019.
6. The parties were married on June 22nd, 2002 in Liberty, Missouri, and said marriage was registered in Clay County, Missouri. The parties have been since that date and are now, husband and wife. Petitioner and Respondent separated on or about June 15, 2019.
7. There were (3) children born to the parties. XXXXXX [REDACTED], now age seventeen (17), social security number [REDACTED] XXXXXX [REDACTED] now age fifteen (15), social security number [REDACTED], and XXXXXX J [REDACTED] now age fourteen (14), social security number [REDACTED].
8. Neither Petitioner nor Respondent is a member of the Armed Forces of the United States or its allies on active, full-time duty.
9. There is no reasonable likelihood that the marriage can be preserved, and therefore, the marriage of the parties is irretrievably broken.
10. In making the findings set forth herein, 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 in

this Judgment and Decree of Dissolution of Marriage are consistent with the Court's determination of the appropriate weight of the evidence and the credibility of each witness.

CUSTODY, PARENTING AND SUPPORT

LEGAL CUSTODY

The Court finds, after giving due consideration to all relevant factors, that it is in the best interest of the minor children that Mother and Father shall have joint legal custody of the children.

EDUCATION DECISIONS

Mother shall have the residential address for educational and mailing purposes for the minor child XXXXXX. Father shall have the residential address for educational and mailing purposes for the minor children XXXXXX and XXXXXX. The best interests of the children would be served by allowing them to remain in the schools which they are presently attending, unless the Mother and Father decide otherwise or upon further order of this Court. The parties shall have complete and free access to any school or any other records affecting their children. Each party, or the children, if necessary, shall sign any necessary document ensuring that both parties have access to said records.

All school-related information shall be shared by the parties. Each parent shall provide to the other parent any and all documents or letters which they receive from the school(s) relating to the children. This includes, but is not limited to, grade cards,

extracurricular activities, notification of any school-related event or field trip, the children's homework, and test scores.

SCHOOL AND ORGANIZED ACTIVITIES

Mother and Father shall determine the children's nonrecurring school and organized activities, as well as social events.

HEALTH CARE

The Mother and Father shall make decisions concerning major medical, psychological, and dental care and treatment for the children. The children's present physician shall continue to be the children's physician unless the Mother and Father decide to change said doctor, or until further order of this Court.

The children's present dentist shall continue to be the children's dentist unless Mother and Father decide to change said dentist or upon further order of this Court.

The parties shall have complete and free access to any medical, dental, or other records affecting the children. Each party shall sign any necessary document ensuring that both parties have access to said records.

If either party has knowledge of any illness, accident, or other circumstances seriously affecting the health or welfare of said children, that party shall promptly notify the other party.

CUSTODIAL DETERMINATIONS

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

- Petitioner's Proposed Parenting Plan suggest that the parties serve as joint legal and joint physical custodians for the minor children with Mother's address being the address for school and mailing purposes for XXXXXX; and Father's address being the residential address for educational and mailing purposes for XXXXXX and XXXXXX. Although Petitioner testified that she thinks the best arrangement is for the children to follow the previous Temporary Order where they spend two weeks with each parent on a rotating basis, because of conflict which has arisen in this case, she believes that for now it is appropriate for XXXXXX to reside with her and XXXXXX and XXXXXX to reside primarily with their Father. Petitioner further proposes that all boys spend time together with one parent on Saturdays from noon until 5:00 p.m. Petitioner asserts that [REDACTED] XXXXXX, her current fiancé, will not be present during the Saturday visits at her home.

- Respondent proposes that the parties serve as joint legal and joint physical custodians and that his address be designated the address for school and mailing for all three children. He further suggests that the parties continue the arrangement that they had from the Temporary Order in this case with a two-week rotation with the children spending two weeks with one parent and then two weeks with the other parent. The Respondent asserts the condition that [REDACTED] XXXXXX, Mother's current fiancé, not be present in the residence during the two-week rotation time that the boys spend at her home.

(2) *The needs of the children 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 children.*

- Pursuant to the testimony of both parties, the children are currently entrenched in their current situation with XXXXXX residing with Mom and having no parenting time with Dad and XXXXXX and XXXXXX residing with Dad and having no parenting time with Mom. These children are nearing adulthood at ages 14, 16 and 17, and for that reason, it is doubtful that they will change their position on this matter. The Court does believe that the children could gain from having relationships with both parents, but this Parenting Plan cannot provide the opportunity until the children have had some counseling to deal with their respective issues.

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

- Petitioner is engaged to a gentleman named [REDACTED] XXXXXX. XXXXXX and XXXXXX have no relationship with Mr. XXXXXX and choose to spend no time with him. Mr. XXXXXX was charged with domestic assault and ultimately, following a revocation of his probation, served five years in prison for that charge. According to Petitioner, XXXXXX has a good relationship with Mr. XXXXXX. The parties have previously stipulated that the children would not have any contact with Mr. XXXXXX,

but during the term of the separation, Petitioner violated that provision. Mr. XXXXXX moved in to reside with the Petitioner in October of 2019.

- There was an incident in December of 2019 regarding texts received by XXXXXX from Mr. XXXXXX disparaging his Father. This resulted in the police being called to the home and an incident report being filed presented to the Court as Exhibit L.

- There was little testimony about anyone residing with Respondent or any extended family that the children spend time with on Respondent's side or Petitioner's side.

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

- There was little evidence for the Court to make a determination on this issue other than the fact that conflict created by the Petitioner's fiancé is what seemed to cause XXXXXX and XXXXXX to break off contact with her.

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

- The children continue to attend school where they attended prior to the parties' separation, and they seem to be adjusted in that environment.

(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 children, 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 children 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.*

- Petitioner testified that there was no pattern of domestic violence between her and the Respondent.

- There was no testimony regarding mental or physical health impairment of either parent which would impact a determination regarding custody or the Parenting Plan.

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

- Although neither party testified regarding an imminent relocation, with the anticipated sale of the marital home, the parties will probably each be relocating but have seemed to suggest that they will stay in the school district for the children's benefit.

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

- Although the Court did not interview nor hear testimony from any of the children, their positions and sentiments were clear from the testimony of the parties and XXXXXX's desire to reside exclusively with their Mother and XXXXXX and XXXXXX's desire to reside exclusively with their Father due in major part to the presence of Mr. XXXXXX.

EXTRACURRICULAR ACTIVITIES AND EXPENSES

The parties shall encourage their children to participate in extracurricular athletic and social activities. The Mother and Father shall decide together upon the activities in which the children will participate guided solely by the best interest of the children. Mother and Father shall each accommodate the social and academic commitments of the children during their respective parenting time. Mother and Father agree that the children will not participate in extracurricular activities if their overall GPA falls below 2.0 or they have any in or out of school suspensions.

Father shall pay 50% and Mother shall pay 50% of the expenses associated with extracurricular activities for the children. This includes sports and/or activity-related equipment. This does not include additional clothes needed for said activities.

PHYSICAL CUSTODY

Mother and Father shall have joint physical custody of the children, as identified in the Residential Time section below. Despite this arrangement, it is the intention that both Mother and Father shall foster and maintain a co-parenting atmosphere.

RESIDENTIAL TIME

The best interest of the children would be served by the following residential schedule. The minor child XXXXXX shall primarily reside with Mother. The minor children XXXXXX and XXXXXX shall primarily reside with Father. Every week on Saturday from 12:00 p.m. to 5:00 p.m. all three children will spend time together, alternating between Mother's house and Father's house on a weekly rotation. Mother shall have the first Saturday following entry of this Judgment. [REDACTED] XXXXXX shall not be present during these Saturday visits.

	Holiday	Odd	Even
1	Easter (Friday at 6:00 p.m. to Sunday at 6:00 p.m.)	Mother	Mother
2	Mother's Day (8:00 a.m. to 9:00 p.m. Sunday)	Mother	Mother
3	Father's Day (8:00 a.m. to 9:00 p.m. Sunday)	Father	Father
4	Independence Day (July 4 at 9:00 a.m. to July 5 at 9:00 a.m.)	Father	Mother
5	Thanksgiving Day (9:00am to 9:00pm Friday)	Mother	Father
6	Christmas Eve (9:00am to 11:00pm December 24 th)	Mother	Mother
7	Christmas Day (11:00pm December 24 th to 3:00pm December 25 th)	Mother	Father
8	Child's Birthday (8:00 a.m. to 8:00 a.m. the following day)	Father	Mother
	[Parents may deviate from this schedule as agreed upon]		

If the minor children are sick or there is bad weather preventing travel, parenting time with the minor children shall be made up the following weekend or as soon as possible as agreed to by the parents, not to exceed thirty (30) days from the missed parenting time.

CHILD SUPPORT

The presumed correct child support amounts are \$557.00 from Father to Mother and

\$776.00 from Mother to Father pursuant to Section 452.340.1, Rule 88.01 and Form 14. Due to the ages of the children and ongoing counseling that may result in further changes to parenting time, the parties shall reserve funds that might otherwise be used for child support to be available for co-pays and out of pocket expenses related to counseling. Therefore, the Court shall rebut these amounts as unjust and inappropriate and order that that neither party pay child support to the other. In the event that orders for the presumed child support amounts be paid, Mother's support should be abated until such time that Father's arrears of \$3,428.00 are paid in full.

HEALTH CARE EXPENSES

Father will have available to him through his employment a health and dental insurance plan which is available at a reasonable cost-effective December 2020. It is in the best interests of the minor children that Father be required to maintain said health insurance plan for the minor children.

The parents shall be responsible for paying any costs for hospital, medical, dental, vision, orthodontic, prescription, and counseling for the minor children which is not paid by any insurance coverage. Father shall pay for 50% of these uninsured expenses and Mother shall pay for 50% of these uninsured expenses. These uninsured expenses shall subject to the following limitations:

1. "Uninsured expenses" means any expense remaining after payment by an insurance plan and/or carrier for (a specific hospital, medical, dental, vision, orthodontic, prescription, and counseling procedure prescribed by a licensed health care professional.)

or (for all hospital, medical, dental, orthodontic, endodontic, prescription, optical, psychiatric, psychological, nursing, counseling and other health care expenses incurred by or on behalf of the child to the extent that such “medical costs” are actually incurred and are not fully covered or not fully paid or reimbursed by the health benefit plan.)

2. If a particular hospital, medical, dental, vision, orthodontic, prescription, and counseling procedure is for any reason a procedure which is not an insured procedure or expense, then the parties shall pay all costs of that treatment or prescription so long as the procedure or prescription is prescribed by a licensed health care professional.

3. The parties shall pay the cost of counseling for the children, including counseling for the children in which either or both parents participate, which is a medical expense explicitly included as an expense to be paid by them regardless of whether or not it is an insured procedure.

4. The maximum cost shall, in any event, be limited to that amount charged by the provider, physician, or medical institution providing the services which is the ordinary and customary charge for the medical, dental, vision, orthodontic, prescription, or counseling service in the hospital or other medical facility where the procedure is performed. Any co-payment required by an insurance carrier shall be deemed an uninsured expense for purposes of this Parenting Plan.

5. The purchase by either parent of routine drug store, analgesic and other over-the-counter items is explicitly excluded from this provision. The cost of such is to be paid by the purchasing parent.

6. Mechanism for Paying Costs or Non-Covered Care: The parent obtaining the non-covered care shall provide a copy of each bill, including co-payments to the other parent and submit covered expenses to the insurer for payment. Said bill shall be paid within 30 days of receipt of said bill, either by paying the medical provider or reimbursing the other parent.

7. Insurance Information and Cards: The parent providing coverage shall provide the other parent with written notice of the identity of all insurers and the serial or other identifying numbers of said insurance and a card to use in obtaining health care for the children.

8. If Father receives a reimbursement check for an expense paid by the Mother, said reimbursement check should be turned over to Mother within ten (10) days of his receipt of said reimbursement check.

GENERAL GUIDELINES

- a. Priority of Holidays: The holiday and vacation schedules supersede the normal

residence schedule.

- b. Telephone Access: Each parent shall have reasonable access to the children by

telephone during any period in which the children are with the other parent.

c. Schedule Changes: The parties' schedules and commitments may require occasional changes in the schedule time. The parties shall cooperate in trying to reschedule the time with the children to assure frequent contact with both parents. A parent requesting variance from the schedule shall notify the other parent as soon as possible, but no later than one week prior to the date of the change.

- d. Trips: Mother or Father may take the children out of town during the time

designated as that parent's holiday or when otherwise timely during his or her parenting time, and shall notify the other parent of same. In the event that Mother or Father takes the children out of town, then he or she shall inform the other parent of the address where the children will be staying and the telephone number at that location. This provision does not allow either parent to say that said trip can't be taken, it only requires that each parent tell the other if he/she are traveling, the destination and how to contact the children during the trip.

party all necessary waivers and other documents necessary to accomplish the purpose of

this provision, including, but not limited to I.R.S. Form 8332. Mother, commencing in 2020 shall claim XXXXXX and XXXXXX and Father shall claim XXXXXX. In 2021, Father shall claim XXXXXX and XXXXXX and Mother shall claim XXXXXX. The credits shall alternate as described until XXXXXX ages out. Then, Mother shall claim XXXXXX and Father shall claim XXXXXX. When XXXXXX ages out, the parties shall alternate claiming XXXXXX, with Father claiming him first.

MISCELLANEOUS

1. **Relocation:** Neither party will change the residence of the minor child without the written consent of the other parent, or the approval of the Court, subject to the terms and conditions of Section 452.377, RSMo as amended August 28, 2019. Absent exigent circumstances as determined by a court with jurisdiction, each party is 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 visitation with the children;

6. The other party's right, if that party is a parent, to file a motion, pursuant to RSMo 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 days of receipt of the notice.

The obligation to provide this information to each party continues as long as each party, by virtue of an order, is entitled to custody of a child covered by the 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 children may be considered in a proceeding to modify custody or visitation with the children. Reasonable costs and attorney fees may be assessed against the party who fails to give the required notice.

The party objecting to relocation must file a motion seeking an order preventing the relocation within THIRTY (30) days of receipt of notification of an intended relocation;

The party objecting to relocation may risk waiving his right to object to a relocation unless legal action is taken as stated above, even if the notification of intended relocation is not in proper form.

2. **Co-Parenting Therapy.** The parties shall participate in co-parenting therapy with a therapist assigned from Swan Therapy as frequently as advised and for such a period until said therapist releases the parties from such therapy. Each party shall pay one-

half of the cost of each session. If individual sessions are recommended by the therapist, the part(ies) shall comply and are responsible for the cost of such individual sessions. If either party has an insurance policy accepted by the therapist, it shall be used and the parties shall split the cost of the copay.

3. **Relationship Rebuilding Therapy.** Mother shall participate in relationship rebuilding therapy with XXXXXX and XXXXXX with [REDACTED] XXXXXX of Empowering Parents with frequency as recommended by Mr. XXXXXX. If Mr. XXXXXX advises that any or all of the boys should participate in therapy together or individually without their Mother or Father the parties shall ensure that such therapy occurs. Father shall participate in relationship rebuilding therapy with XXXXXX with frequency as recommended by Mr. XXXXXX. Mother shall be responsible for payment of her sessions with the children, Father shall be responsible for payment of his sessions with XXXXXX. The parties shall equally share the cost of therapy between Mr. XXXXXX and any and all of the boys. If either party has an insurance policy accepted by the therapist, it shall be used and the parties shall split the cost of the copay.
4. **OurFamilyWizard.** The parties shall utilize the OurFamilyWizard application for all communication regarding the minor children and shall enroll in the application within seven (7) days of entry of this Judgment.
5. **Dispute Resolution.** In the event that the parties cannot agree regarding any of the above decisions affecting the welfare of the minor children, then they shall submit their

dispute to a Court-approved mediator prior to bringing an action before this Court.

6. **Breach of Contract**. 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, then the party breaching this parenting plan shall pay the reasonable attorney's fees, costs and damages incurred by the other party in enforcing same. No attorney's fees shall be recovered unless the party seeking enforcement shall have given the breaching party a written notice of the alleged failure to perform and said failure was not cured within five (5) days of receipt of said notice.

The breach of this parenting plan shall be construed by any court of competent jurisdiction as a substantial and continuing change of circumstances sufficient, in and or itself, to warrant a change of physical custody to the non-breaching party. Failure to comply with the parenting plan may subject Mother or Father to the Court's contempt powers.

Both parties shall be informed at all times of the residence and the telephone number of the children and of each other.

END OF PARENTING PLAN

WHEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the marriage of [REDACTED] and [REDACTED] is hereby dissolved.

IT IS FURTHER ORDERED that the marital assets and debts shall be divided as follows:

1. REAL ESTATE. The marital home located at [REDACTED], Kansas City, MO 64154 shall be sold. Petitioner is awarded \$7,500 from Respondent's retirement account which when tax treated, amounts to \$5,250. Therefore, Petitioner shall retain the first

\$5,250 from the sale of the marital home after satisfaction of the mortgage, Realtor fees, and closing costs. Platte County Taxes will then be paid from the proceeds, and finally Petitioner will receive Fifty percent (50%) of the remaining proceeds and Respondent will receive Fifty percent (50%) of the remaining proceeds.

2. Petitioner shall retain any bank accounts currently in her possession, as well as the following property.:

- a. Petitioner shall retain one half of the Care Credit account ending in 1362.
- b. Petitioner shall retain the 2014 Lincoln MKT, with an approximate fair market value of \$9,069.00.
- c. Petitioner shall retain all personal property owned prior to marriage. Respondent shall return to Petitioner the fireplace entertainment and the indoor Christmas decorations.

3. Petitioner shall be responsible for the following debts and shall pay each in a timely manner:

- a. Capitol One account ending in 0518,
- b. The Nebraska Furniture Mart debt,
- c. the Capitol One Walmart account ending in 6821,
- d. the Big O Tires debt, and
- e. BACA
- f. 50% of the Merrick Visa debt, not to exceed 50% of the balance on the date of filing for divorce, plus interest and any additional debt incurred by Petitioner on that account after date of filing.

- g. 50% of the World Finance debt, not to exceed 50% of the balance on the date of filing for divorce, plus interest and any additional debt incurred by Petitioner on that account after date of filing.
 - h. 50% of the Personify debt, not to exceed 50% of the balance on the date of filing for divorce, plus interest and any additional debt incurred by Petitioner on that account after date of filing.
 - i. 50% of the Mariner Finance debt, not to exceed 50% of the balance on the date of filing for divorce, plus interest and any additional debt incurred by Petitioner on that account after date of filing.
 - j. 50% of the Care Credit debt, not to exceed 50% of the balance on the date of filing for divorce, plus interest and any additional debt incurred by Petitioner on that account after date of filing.
 - k. Petitioner shall be responsible for all debts owed to Parkville Modern Dentist that were accrued on for her own dental work, plus 50% of debts owed for dental work performed on the minor children.
 - l. Petitioner shall be responsible for debts owed to Community America Credit Union with an approximate balance of \$12,490.
 - m. Petitioner shall be responsible for the payment of her own attorney fees.
 - n. Petitioner shall be responsible for any and all indebtedness in her name that is not allocated herein.
4. Respondent shall retain any bank accounts currently in his possession, along with the following property:

- a. The outdoor Christmas decorations.
 - b. The 2016 Dodge Journey with an approximate fair market value of \$10,671.00.
and. Respondent shall hold Petitioner harmless from any liability incurred on said vehicle.
5. Respondent shall be responsible for the following debts, and shall pay each in a timely manner:
- a. 50% of the Care Credit debt, not to exceed 50% of the balance on the date of filing for divorce, plus interest and any additional debt incurred by Respondent on that account after date of filing.
 - b. 50% of the Merrick Visa debt, not to exceed 50% of the balance on the date of filing for divorce, plus interest and any additional debt incurred by Respondent on that account after date of filing.
 - c. 50% of the World Finance debt, not to exceed 50% of the balance on the date of filing for divorce, plus interest and any additional debt incurred by Respondent on that account after date of filing.
 - d. 50% of the Personify debt, not to exceed 50% of the balance on the date of filing for divorce, plus interest and any additional debt incurred by Respondent on that account after date of filing.
 - e. 50% of the Mariner Finance debt, not to exceed 50% of the balance on the date of filing for divorce, plus interest and any additional debt incurred by Respondent on that account after date of filing.
 - f. 50% of the Parkville Modern Dentist debt for services provided for the minor

children.

g. Respondent shall be responsible for his own attorney fees.

h. Any and all indebtedness he has incurred in his name that is not allocated herein.

IT IS FURTHER ORDERED that the parties shall perform according to the terms and conditions relating to the division of marital and non-marital property and allocation of debts as specifically set forth herein; and the Court orders each party to pay and be responsible for, and hold the other party harmless therefore; and that the separate property currently in the possession of Petitioner, except as otherwise provided herein, be set aside as Petitioner's separate property; and that the separate property currently in the possession of Respondent, except as otherwise provided herein, be set aside as Respondent's separate property; and that each of the parties be and is ordered to execute, acknowledge where necessary, and deliver to the other any property or any documents of title respecting property awarded to the other hereunder as specified herein.

IT IS FURTHER ORDERED that neither party shall pay maintenance to the other and such order is non-modifiable.

IT IS FURTHER ORDERED that each party retain their respective bank accounts as specifically set out above; any joint accounts shall be closed within 14 days of entry of this Judgment and Decree;

IT IS FURTHER ORDERED that each party be responsible for any and all debt incurred in their own name, including all debts as specifically set out above and unless specifically allocated herein;

IT IS FURTHER ORDERED that Petitioner and Respondent shall each retain any life insurance policies, investment accounts, and retirement benefits in their respective names.

IT IS FURTHER ORDERED that Petitioner shall retain the 2015 Lincoln MKT, with an approximate fair market value of \$9,069 along with any indebtedness on such vehicle.

Respondent shall hold Petitioner harmless from any liability and debt on said vehicle.

IT IS FURTHER ORDERED Respondent shall retain the 2016 Dodge Journey, with an approximate fair market value of \$10,671 along with any indebtedness on such vehicle.

Petitioner shall hold Respondent harmless from any liability and debt on said vehicle.

IT IS FURTHER ORDERED that the parties shall sell the marital home located at [REDACTED] [REDACTED], Kansas City, MO 64154. Petitioner shall retain the first \$5,250 from the sale of the marital home after satisfaction of the mortgage, Realtor fees, and closing costs. Platte County Taxes will then be paid from the proceeds, and finally Petitioner will receive Fifty percent (50%) of the remaining proceeds and Respondent will receive Fifty percent (50%) of the remaining proceeds.

IT IS FURTHER ORDERED that Petitioner shall retain the fireplace entertainment and any indoor Christmas decoration;

IT IS FURTHER ORDERED that Respondent shall retain the outdoor Christmas decorations;

IT IS FURTHER ORDERED that Mother and Father shall have joint legal and joint physical custody of the minor child with Petitioner's residence designated as the child's residence for educational, mailing and medical purposes.

IT IS FURTHER ORDERED that the presumed correct child support amounts are \$557.00 from Father to Mother and \$776.00 from Mother to Father pursuant to Section 452.340.1, Rule 88.01 and Form 14. Due to the ages of the children and ongoing counseling

that may result in further changes to parenting time, the parties shall reserve funds that might otherwise be used for child support to be available for co-pays and out of pocket expenses related to counseling. Therefore, the Court shall rebut these amounts as unjust and inappropriate and order that that neither party pay child support to the other. In the event that orders are entered for the presumed child support amounts be paid, Mother's support should be abated until such time that Father's arrears of \$3,428.00 are paid in full.

IT IS FURTHER ORDERED that Respondent shall provide medical insurance for the minor child.

IT IS FURTHER ORDERED that Petitioner shall pay fifty percent (50%) and Respondent shall pay fifty percent (50%) of the unreimbursed costs, expenses or charges for medical, dental, orthodontic, endodontic, prescription, optical, psychiatric, psychological, nursing, counseling, and other health care expenses incurred by or on behalf of the minor child.

IT IS FURTHER ORDERED that if either party breaches any of the terms or provisions of this Judgment or the Parenting Plan causing the non-breaching party to commence legal action to enforce the terms and provisions contained within the Judgment, that the breaching party shall be responsible for any and all attorney's fees and costs incurred by the non-breaching party in enforcing said terms and provisions.

IT IS FURTHER ORDERED that both parents shall jointly make educational decisions regarding the minor children and the children's school shall be notified to provide grade cards,

IT IS FURTHER ORDERED by the Court that the parties shall comply with the provisions of Section 452.377.11 R.S.Mo. (as amended) regarding relocation of the residence of

a child(ren) or any party entitled to custody or visitation of the child(ren) 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 residence of the child(ren) or any party entitled to custody or visitation 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(ren) may be considered in a proceeding to modify custody or visitation with the child(ren). Reasonable costs and attorney fees may be assessed against you if you fail to give the required notice.

IT IS FURTHER ORDERED by the Court that pursuant to Section 452.425 RSMo. (1998), the sheriff or any other law enforcement officer shall enforce the rights of custody and visitation ordered herein. Such sheriff or law enforcement officer shall not remove a 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 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 not be valid.

IT IS FURTHER ORDERED 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 by the Court that each party shall be responsible for his or her attorney's fees incurred herein, and that the costs of this action shall be assessed against Petitioner, which consists solely of the filing fee previously paid in this matter.

IT IS SO ORDERED.

Dated: _____

The Honorable Judge W. Ann Hansbrough